

Monday, December 13, 2021

Village Board
7:00 PM

McFarland Municipal Center
Community Room

AGENDA

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

PLEASE CLICK THE LINK BELOW TO JOIN THE ZOOM WEBINAR:

<https://us02web.zoom.us/j/86495634548>

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

Webinar ID: 864 9563 4548

Press *9 to raise/lower hand | Press *6 to mute/unmute

1. CALL TO ORDER.
2. ATTENDANCE/ROLL CALL.
3. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS.
 - a. Public Announcements
 - 1) 2021 Climate Champions Award presented to the Village of McFarland for the Net Zero Public Safety Center by the Dane County Office of Energy & Climate Change (OECC).
 - 2) Edwards-Larson House - Notice of Entry in the National Register and State Register of Historic Places.
 - b. Public Communications
4. CONSENT AGENDA.
 - a. All items listed under the Consent Agenda will be approved in one motion unless a Board member requests that the item be removed for individual discussion and action. Any item(s) removed for individual consideration shall be considered in the same order in which they were originally listed on the agenda under Business.
 - 1) Motion to approve the minutes of the November 22, 2021 Village Board regular meeting.
 - 2) Motion to approve checks in the amount of \$244,921.91.
 - 3) Motion to approve appointing Election Inspectors for the 2022-2023 term.
 - 4) Motion to approve the extension of Addendum C (Workplace Response Policy) within the Personnel Policy Manual.

- 5) Motion to approve the extension of Addendum D (Village Emergency Paid Sick Leave) within the Personnel Policy Manual
- 6) Motion to approve a Memorandum of Understanding with the Wisconsin Professional Police Association (WPPA) - McFarland Unit regarding 2021 Vacation Carryover.
- 7) Motion to approve to fill the vacancy for the Parks Crewperson position within the Public Works Department.
- 8) Motion to approve a status change for the Nutrition Manager position from part-time to full-time and updates to the position description.
- 9) Motion to approve the updated job title and job description for the Community Outreach Specialist position (formerly Case Manager/Volunteer Coordinator) within the Senior Outreach Department.
- 10) Motion to approve revision to the Organizational Chart for the Senior Outreach Department.
- 11) Motion to approve the change of agent to appoint Aimee Strebig to serve as the new liquor license agent for Walgreens Inc.

5. PUBLIC APPEARANCES.

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

6. BUSINESS.

- a. Community Development Authority (Trustees Brassington & Rupert)
 - 1) Discussion and action regarding Resolution 2021-25: A Resolution Authorizing the Village President and Clerk-Treasurer to Execute a Real Estate Acquisition and Development Agreement with Waubesa Village, LLC, for Waubesa Village Phases 1-4, including 4902 & 4908 Terminal Drive and 4604, 4606, and 4608 Siggelkow Road, located within Tax Increment District #3.
- b. Public Safety Committee (Trustees Brassington & Wreh)
 - 1) Discussion and action regarding emergency notification software for the Village.
- c. Discussion and action regarding a new labor agreement with the International Association of Fire Fighters (IAFF) representing Advanced Emergency Technicians (EMTs).

- d. Discussion and action regarding amendments to the position description for Emergency Medical Technicians (EMTs) and to retitle the position EMT/Firefighter.
- e. Discussion and action on new job description format and approval to convert all current job descriptions to new format.
- f. Discussion and action regarding Ordinance #2021-13: an ordinance amending Section 23-95 of the McFarland Municipal Code establishing criteria for determining the qualification of bidders on Village contracts.
- g. Discussion and action regarding the issuance of a Request for Proposal for master planning services for future improvements in and around the McFarland Municipal Center.
- h. Future Authority, Board, Commission, and Committee agenda items requests and referrals - *This is an opportunity for Village board members to put forth Authority, Board, Commission and Committee agenda item requests and referrals, without discussion.*

7. ADJOURNMENT.

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



NOTICE OF ENTRY IN THE NATIONAL REGISTER
AND/OR STATE REGISTER OF HISTORIC PLACES

Name of property: Edwards-Larson House

Location: 6003 Exchange Street, McFarland, Dane County

Date of Entry: November 18, 2021

Designation: ☒ State Register of Historic Places
☒ National Register of Historic Places

The property listed above has been entered in the National Register of Historic Places by the Secretary of the Interior, and listed in the State Register of Historic Places by the State Historic Preservation Office.

Accordingly, this property is entitled to the benefits and protections of the National Historic Preservation Act of 1966, as amended and under Chapter 44, Wisconsin Statutes. It will receive limited protection from encroachment by federal or state assisted or licensed projects or state facilities development projects, and may be eligible to apply for matching grants for research, restoration, acquisition, or stabilization. Certain tax incentives are available to depreciable properties listed in the State Register or National Register.

The State Register and National Register programs are administered by the State Historic Preservation Office of the Wisconsin Historical Society, Daina Penkiunas, State Historic Preservation Officer. Questions about the State Register and National Register programs in Wisconsin should be addressed to:

State Historic Preservation Office
Wisconsin Historical Society
816 State Street
Madison, WI 53706
Telephone: 608-264-6501

Collecting, Preserving, and Sharing Stories since 1846
816 State Street Madison, Wisconsin 53706

wisconsinhistory.org

VILLAGE OF MCFARLAND
MCFARLAND MUNICIPAL COURT
December 2021

Monthly Court Docket

November 9, 2021 – Court Docket – Initial Appearances

- 27 cases scheduled for Initial appearances (41 citations)
 - 4 No Contest or Guilty pleas – Citations adjudicated at Initial Appearance
 - 9 Paid prior to Appearance
 - 6 Not Guilty pleas - Citations adjudicated or Pretrial scheduled for November 23, 2021
 - 8 Default appearances – Scheduled for January 11, 2022, Indigency Hearing
 - 0 Rescheduled Court date to November 23, 2021

November 9, 2021 - Juvenile Court – Initial Appearances

- 1 case scheduled for Initial appearances (1 citation)
 - 0 No Contest or Guilty pleas – Citations adjudicated at Initial Appearance
 - 0 Paid prior to Appearance
 - 0 Not Guilty plea - Citations adjudicated or Pretrial scheduled for November 23, 2021
 - 0 Default appearances – Scheduled for January 11, 2022, Indigency Hearing
 - 1 Rescheduled Court date to November 23, 2021
 - 2 Reviews - Monthly progress review

November 16, 2021 – Truancy Court – Initial Appearances

- 1 case scheduled for Initial appearances (1 citations)
 - 0 No Contest or Guilty pleas – Citations adjudicated at Initial Appearance
 - 0 Paid prior to Appearance
 - 0 Not Guilty pleas - Citations adjudicated or Pretrial scheduled for November 23, 2021
 - 1 Default appearances – Scheduled for January 11, 2022, Indigency Hearing
 - 0 Rescheduled Court date to November 23, 2021

November 23, 2021 – Court Docket – Initial Appearances

- 30 cases scheduled for Initial appearances (44 citations)
 - 2 No Contest or Guilty pleas – Citations adjudicated at Initial Appearance
 - 11 Paid prior to Appearance
 - 4 Not Guilty pleas - Citations adjudicated or Pretrial scheduled for December 14, 2021
 - 13 Default appearances – Scheduled for January 25, 2022, Indigency Hearing
 - 0 Rescheduled Court date to December 14, 2021

November 23, 2021 - Juvenile Court – Initial Appearances

- 1 case scheduled for Initial appearances (1 citation)
 - 0 No Contest or Guilty pleas – Citations adjudicated at Initial Appearance
 - 0 Paid prior to Appearance
 - 1 Not Guilty plea - Citations adjudicated or Pretrial scheduled for December 14, 2021
 - 0 Default appearances – Scheduled for January 25, 2022, Indigency Hearing
 - 0 Rescheduled Court date to December 14, 2021
 - 2 Reviews - Monthly progress review

Court Activities

Monthly Financial Report

The Municipal Court received 82 payments for the month of November, 2021. Total revenue received by the Court was \$9,388.44. The Municipality retained \$5,651.86 in Court revenue, \$991.97 was sent to Dane County and \$2,744.61 was sent to the State.

There were 29 credit card transactions for the month of November, 2021. The Court received a total of \$3,095.10 in payments from Allpaid on-line credit card payments.

As of November, 2021, the Municipal Court has received a total of \$6,196.86 in delinquent fines from the Department of Revenue Tax Intercept Program.

As of November, 2021, the Municipal Court has received a total of \$43,767.20 in delinquent fines from the State Debt Collection.

Year to date, \$ 143,837.50, in forfeitures have been ordered from 655 citations adjudicated in the Municipal Court. Of that, \$6,512.00 has been converted to classroom education and/or community service hours for juveniles. A total of \$110,832.94 has been collected for 2021 and prior forfeitures.



McFarland Fire & Rescue Department

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

Emergency: 911

Department Report For November 2021 Activity

- **General**

- The Public Safety Center construction has begun at a fairly strong pace. We have been receiving a considerable amount of product submittals for review. The contractor has been working to avoid any substantial delays due to supply chain issues. It does appear at this time they should be able to meet the schedule but a few key items are scheduled to arrive at the last minute. The project has been approved by the State of Wisconsin without any major changes.
- Our turnout gear workgroup will be chaired by Assistant Chief Tom Reiter and Lieutenant Kyle Koch. They are expected to meet in December once other support service activities decrease for A.C. Reiter.
- With the approval of the 2022 budget, we are beginning to finalize our longer lead time projects with the top two being the replacement ATV and replacement command car.
- We will be hosting a member holiday gathering on the first Monday of December. We normally have a family holiday gathering, but with the current level of concern with COVID-19, we are keeping it to members only.
- We assisted the school district with their COVID-19 vaccine clinic and will be again in December. We had our ambulance crew on standby during the clinic and did assist with a couple of individuals being faint.
- We were honored to assist the Evansville Fire Department with escorting Firefighter Augustin from Monona to Stoughton on November 18th.

- **Operations**

- We are progressing with the firefighter staffing workgroup. We are developing a draft guideline for the group to review and then for the staff to review.

- The foam trailer has been placed into service. We do have some additional equipment on order that will assist with making the trailer more self-sufficient. A large thank you to Division Chief Brian Molenaar for completing the project.
- We have not seen any recent cases of COVID-19 during medical incidents. We are still taking precautions with using PPE during medical calls.
- We did cancel the plan to switch our scheduling software with ESO. We showed the staff and the usability was too difficult to overcome. We will remain with our current program.
- **Personnel**
 - Current Staffing Levels
 - Full-time Fire & Rescue Chief – 1
 - Full-time Administrative Captain – 1 (on light duty)
 - Full-time Fire Inspector/Public Education Specialist – 1
 - Full-time EMTs – 6
 - Full-time Confidential Administrative Assistant – 1 (50%)
 - Paid-On-Call – 48 (9 EMTs (3 on medical leave), 24 Firefighters (3 Active Retired, 1 on medical leave, 1 on personal leave), 6 EMR/Firefighter, & 8 EMT/Firefighters (3 on medical leave))
 - Total Staffing Level – 57
 - Preferred Paid-On-Call staff – 30 EMTs and 45 Firefighters. The current level is down 13 EMTs and 7 firefighters from preferred amounts.
 - Administrative Captain Reiter will remain on light duty for some time. His injury was more severe than initially thought. He is expected to be on light duty through the first couple of months into 2022.
 - November was difficult and December will continue to be difficult for staffing the ambulance due to career staff using vacation and the Paid-On-Call staff being low. However, we have a couple stepping up and taking some additional shifts.
 - We have two individuals that have completed background for Paid-On-Call EMTs. One is scheduled for orientation and the other we are waiting for them to complete medical screening. We have three other individuals completing background.
 - We had two individuals that submitted letters of interest in the Acting Officer (Officer in Training) Role. We are proceeding with appointing both in January.

- Jeremy Olson has resigned from the Department, he was recently married and moved to Madison.
- We are working on a recruitment drive for this winter to have new members begin in early 2022, hopefully.
- **Budget**
 - With the donated tote of PFAS foam, we are just short of filling the foam tender by 60 gallons. The Terminal Coop is working on donating an additional 60 gallons.
 - The overtime account is projected to be within budget, but we may exceed the account with the amount of vacation being scheduled and low Paid-On-Call staffing.
 - The Paid-On-Call EMT account has returned to a projection to be within budget, and with the reduced staff levels, the account should trend below budget by the end of the year.
 - The State did release the Funding Assistance Program for EMS, and we completed our application. The program is planned to provide \$5,000 in funding.
 - The fuel and vehicle maintenance accounts will exceed the budget amounts for the year. Each is trending to be around \$3,000 over.
 - Overall, the Fire & Rescue budget is expected to have fewer expenditures than budgeted due to the vacancies experienced with career EMT staff.

<u>Inspection/Prevention Activity</u>	<u>Completed</u>	<u>Year to Date Total</u>
Building Inspections	73	511
Fire Code Violations Identified	10	98
Re-inspections Completed	4	35
Corrections Noted	4	45
Building Plan Reviews	1	15
Development Reviews	2	15
Acceptance Test/site visits	1	29
Fire Drills	0	1
AHA-CPR Classes	0	21
AHA Attendance Total	0	90
Public Education	17	20
Public Education Attendance	557	568
Home Prevention Installations	0	1

Apparatus & Equipment

- 2019 Pumper (Engine 2) we are still working on a replacement plan for the electronic valve controller that has a defect with the screen.
- 2005 Pumper (Engine 1) the deluge valve was replaced by the vendor that performs our pump testing. The work was completed at their facility and the truck was out of service for two days.
- 2012 Command Car (Car 1) had the fuse blocks for the batteries melt and several lights have failed. The issue began causing a starting issue and the truck is currently at our emergency lighting and radio vendor. It may be related to a GM issue with a short in the wiring. While the truck is out of service, the SUV assigned to the Chief was moved to the command vehicle role and operating as Car 1.
- The new utility truck didn't pass our inspection and wasn't accepted for delivery. The dealer is addressing our concerns and is expected to deliver the truck to McFarland in the coming week. However, supply chain issues are causing concern.
- The replacement aerial is progressing. The current projected completion would be in April of 2022. We are experiencing some new issues with the existing truck having two valves leaking. The current truck is now operating as our main extrication vehicle and responding to all motor vehicle crashes.
- The 2015 Ambulance had an issue with the hydraulic suspension while returning from transport to a local hospital. We were able to reset the system to get it to correct itself. The system was then reviewed and calibrated. No additional issues have been reported.
- The 2000 Heavy Rescue (Squad 5) had the mechanical siren stop working. The truck is equipped with a second electronic siren for this type of issue. The village mechanic is scheduled to replace the control solenoid. We unfortunately couldn't get the Utility here fast enough to replace it.

Runs by Dispatch Reason - MFR

Incident Complaint Reported By Dispatch (eDispatch.01)	Number of Runs	Percent of Total Runs
Abdominal Pain/Problems	1	1.41%
Back Pain (Non-Traumatic)	1	1.41%
Breathing Problem	7	9.86%
Cardiac Arrest/Death	1	1.41%
Chest Pain (Non-Traumatic)	2	2.82%
Choking	1	1.41%
Convulsions/Seizure	2	2.82%
Diabetic Problem	1	1.41%
Falls	14	19.72%
Fire	5	7.04%
Heart Problems/AICD	2	2.82%
Hemorrhage/Laceration	2	2.82%
No Other Appropriate Choice	2	2.82%
Sick Person	10	14.08%
Standby	2	2.82%
Stroke/CVA	3	4.23%
Traffic/Transportation Incident	1	1.41%
Transfer/Interfacility/Palliative Care	1	1.41%
Traumatic Injury	1	1.41%
Unconscious/Fainting/Near-Fainting	12	16.90%
Total: 71		Total: 100.00%

Report Filters

Incident Date: is between '11/1/2021' and '11/30/2021'

****Note report is based on patient care reports. Incidents with multiple patients will cause additional runs. Total incidents will be less than total runs indicated on this report.**

Runs by Dispatch Reason - MFR

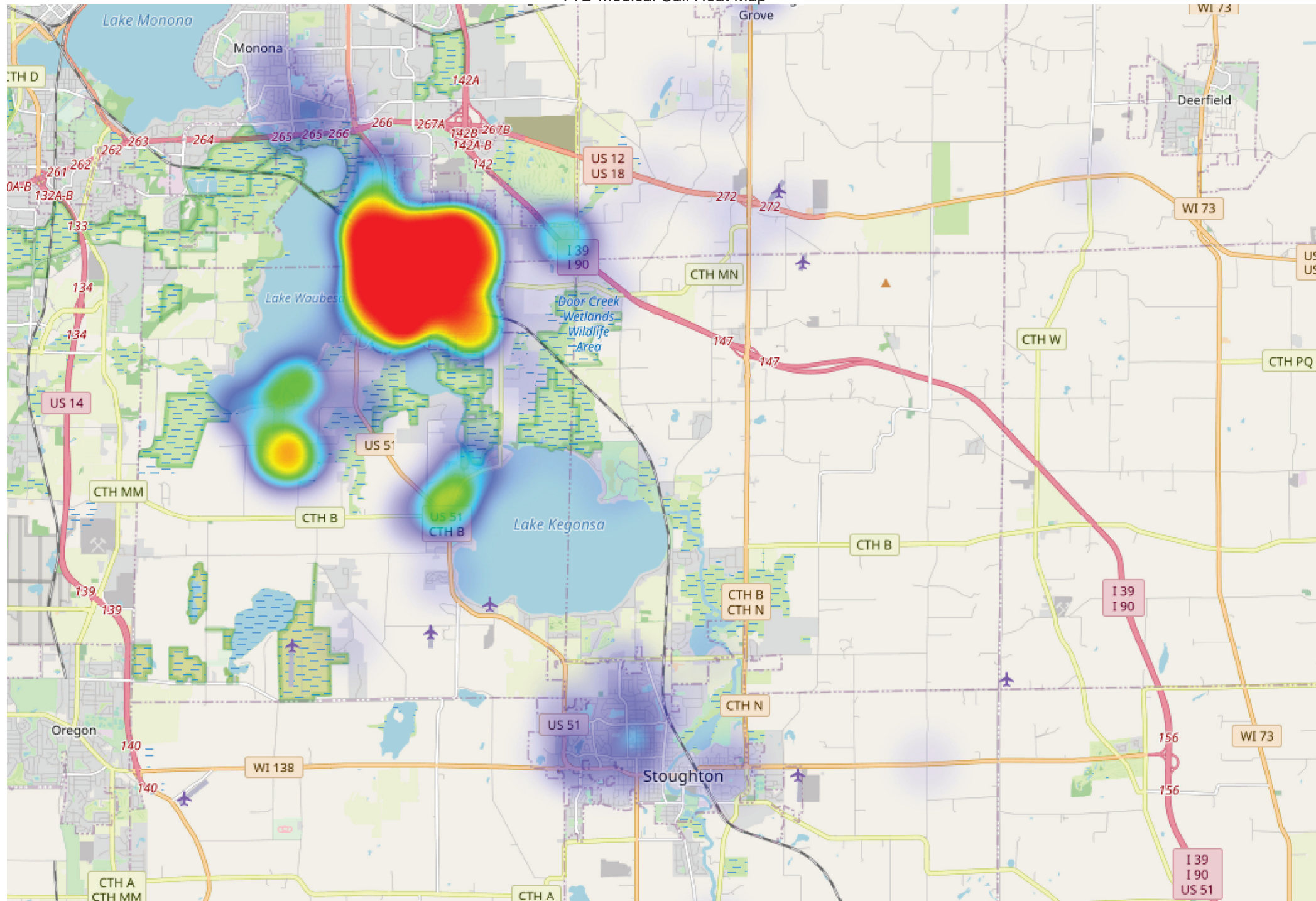
Incident Complaint Reported By Dispatch (eDispatch.01)	Number of Runs	Percent of Total Runs
	1	0.12%
Abdominal Pain/Problems	10	1.18%
Allergic Reaction/Stings	1	0.12%
Assault	8	0.94%
Automated Crash Notification	7	0.82%
Back Pain (Non-Traumatic)	13	1.53%
Breathing Problem	58	6.82%
Burns/Explosion	2	0.24%
Carbon Monoxide/Hazmat/Inhalation/CBRN	13	1.53%
Cardiac Arrest/Death	17	2.00%
Chest Pain (Non-Traumatic)	46	5.41%
Choking	9	1.06%
Convulsions/Seizure	23	2.70%
Diabetic Problem	16	1.88%
Electrocution/Lightning	1	0.12%
Falls	153	17.98%
Fire	74	8.70%
Headache	4	0.47%
Heart Problems/AICD	14	1.65%
Heat/Cold Exposure	2	0.24%
Hemorrhage/Laceration	29	3.41%
No Other Appropriate Choice	10	1.18%
Overdose/Poisoning/Ingestion	9	1.06%
Pregnancy/Childbirth/Miscarriage	1	0.12%
Psychiatric Problem/Abnormal Behavior/Suicide Attempt	11	1.29%
Sick Person	128	15.04%
Stab/Gunshot Wound/Penetrating Trauma	1	0.12%
Standby	14	1.65%
Stroke/CVA	16	1.88%
Traffic/Transportation Incident	31	3.64%
Transfer/Interfacility/Palliative Care	13	1.53%
Traumatic Injury	14	1.65%
Unconscious/Fainting/Near-Fainting	94	11.05%
Unknown Problem/Person Down	7	0.82%
Well Person Check	1	0.12%
Total: 851		Total: 100.00%

Report Filters

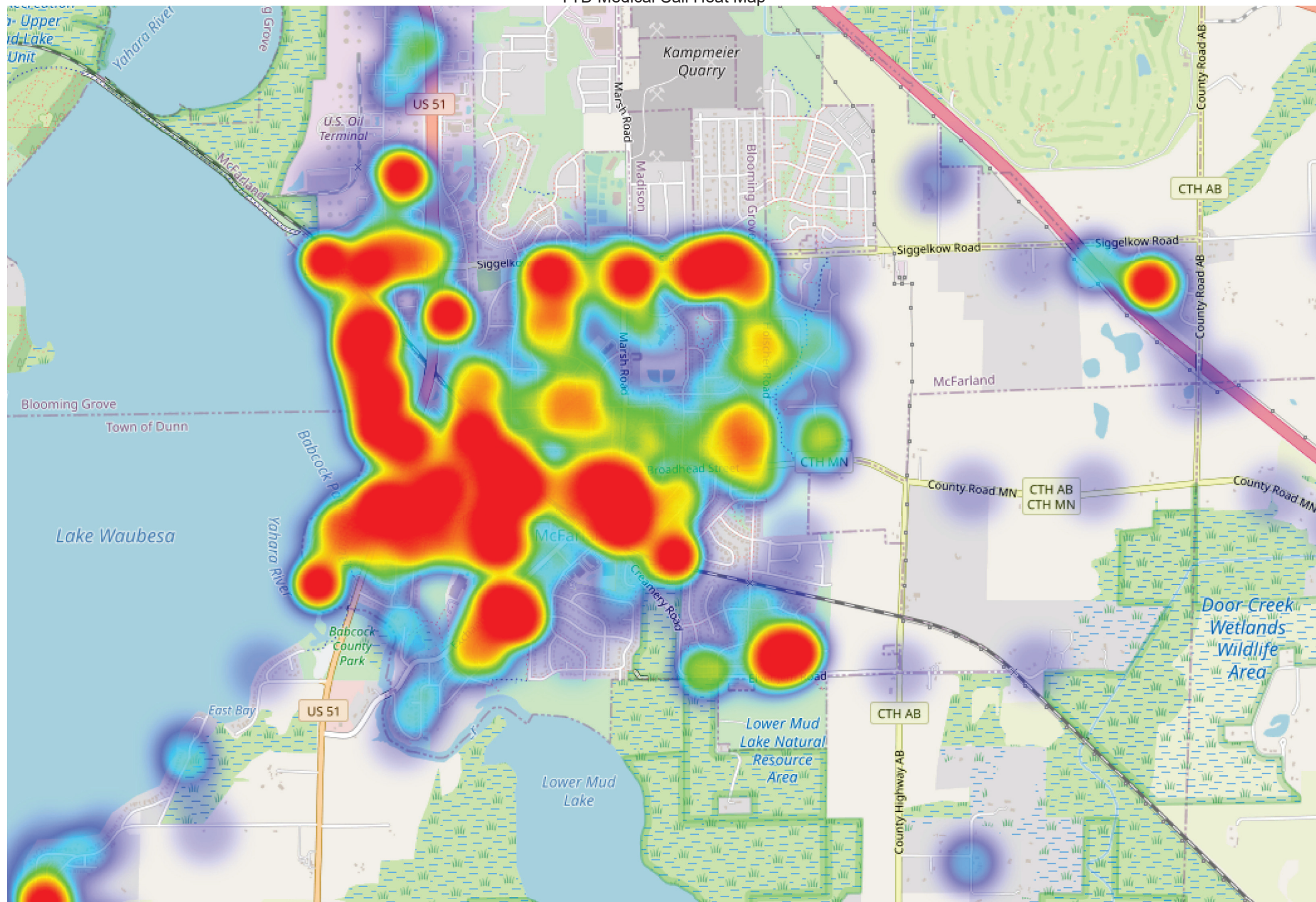
Incident Date: is between '01/01/2021' and '11/30/2021'

****Note report is based on patient care reports. Incidents with multiple patients will cause additional runs. Total incidents will be less than total runs indicated on this report.**

YTD Medical Call Heat Map



YTD Medical Call Heat Map



McFarland Fire & Rescue - Fire Incidents

11/01/2021 - 11/30/2021

Incident Type Details	2021
154 - Dumpster or other outside trash receptacle fire	1
311 - Medical assist, assist EMS crew	5
321 - EMS call, excluding vehicle accident with injury	3
341 - Search for person on land	1
381 - Rescue or EMS standby	1
445 - Arcing, shorted electrical equipment	1
463 - Vehicle accident, general cleanup	1
6112 - Cancelled En Route - EMS	1
6113 - Cancelled En Route - Mutual Aid	2
622 - No incident found on arrival at dispatch address	1
733 - Smoke detector activation due to malfunction	1
744 - Detector activation, no fire - unintentional	1
745 - Alarm system activation, no fire - unintentional	2
746 - Carbon monoxide detector activation, no CO	1
911 - Citizen complaint	1
Total	23

McFarland Fire & Rescue - Fire Incidents

01/01/2021 - 11/30/2021

Incident Type Details	2021
111 - Building fire	12
113 - Cooking fire, confined to container	1
131 - Passenger vehicle fire	1
132 - Road freight or transport vehicle fire	1
141 - Forest, woods or wildland fire	3
143 - Grass fire	2
154 - Dumpster or other outside trash receptacle fire	3
160 - Special outside fire, other	1
311 - Medical assist, assist EMS crew	84
320 - Emergency medical service incident, other	1
321 - EMS call, excluding vehicle accident with injury	19
322 - Motor vehicle accident with injuries	9
324 - Motor vehicle accident with no injuries.	5
331 - Lock-in (if lock out , use 511)	3
341 - Search for person on land	2
352 - Extrication of victim(s) from vehicle	4
353 - Removal of victim(s) from stalled elevator	2
362 - Ice rescue	1
365 - Watercraft rescue	3
381 - Rescue or EMS standby	1
411 - Gasoline or other flammable liquid spill	2
412 - Gas leak (natural gas or LPG)	8
420 - Toxic condition, other	1
421 - Chemical hazard (no spill or leak)	2
422 - Chemical spill or leak	2
424 - Carbon monoxide incident	2
440 - Electrical wiring/equipment problem, other	2
442 - Overheated motor	2
444 - Power line down	3
445 - Arcing, shorted electrical equipment	3
462 - Aircraft standby	1
463 - Vehicle accident, general cleanup	4
500 - Service Call, other	1
511 - Lock-out	1
522 - Water or steam leak	1
531 - Smoke or odor removal	3
542 - Animal rescue	1
551 - Assist police or other governmental agency	1
553 - Public service	1
561 - Unauthorized burning	4
571 - Cover assignment, standby, moveup	1
611 - Dispatched & canceled en route	5
6111 - Dispatched and Unable to Locate Call	4
6111 - Cancelled En Route - Auto Aid Fire	9
6112 - Dispatch Error	2
6112 - Cancelled En Route - EMS	1
6113 - Cancelled En Route - Mutual Aid	16
6113 - CANCELLED MUTUAL AID - EMS	6
622 - No incident found on arrival at dispatch address	2
631 - Authorized controlled burning	1
651 - Smoke scare, odor of smoke	2
652 - Steam, vapor, fog or dust thought to be smoke	1

McFarland Fire & Rescue - Fire Incidents

01/01/2021 - 11/30/2021

Incident Type Details	2021
653 - Smoke from barbecue, tar kettle	1
671 - HazMat release investigation w/no HazMat	2
714 - Central station, malicious false alarm	2
715 - Local alarm system, malicious false alarm	1
731 - Sprinkler activation due to malfunction	1
733 - Smoke detector activation due to malfunction	8
735 - Alarm system sounded due to malfunction	1
736 - CO detector activation due to malfunction	5
741 - Sprinkler activation, no fire - unintentional	2
743 - Smoke detector activation, no fire - unintentional	10
744 - Detector activation, no fire - unintentional	6
745 - Alarm system activation, no fire - unintentional	9
746 - Carbon monoxide detector activation, no CO	7
813 - Wind storm, tornado/hurricane assessment	1
900 - Special type of incident, other	1
911 - Citizen complaint	2
Total	312

VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Monday, December 13, 2021

SECTION: Consent Agenda

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

VILLAGE OF MCFARLAND

Village Board Minutes

Monday, November 22, 2021 - 7:00 PM

1. CALL TO ORDER.

Village President Clow called the regular meeting of the McFarland Village Board to order at 7:00 pm in the Community Room of the McFarland Municipal Center.

2. ATTENDANCE/ROLL CALL.

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

Village Board members not present: None.

Staff Present: Administrator Matt Schuenke, Clerk/Treasurer Cassandra Suettinger, Community and Economic Development Director Andrew Bremer, Streets/Utilities Superintendent Lee Igl, and Communications & Technology Director Stephanie Miller.

3. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS.

a. Public Announcements

- 1) *Circulation of nomination papers begins December 1st - Information available at: <https://www.mcfarland.wi.us/477/Nomination-Paper-Process>*

b. Public Communications

President Clow announced the McFarland Chamber of Commerce would once again holding Winter Wonderland (formerly Christmas in the Village) on Saturday December 4th.

Communications & Technology Director Stephanie Miller reported McFarland natives Becca Hamilton, Nina Roth, and Matt Hamilton have once again qualified to compete in the Olympics for curling.

4. CONSENT AGENDA.

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

- 1) *Motion to approve the minutes of the November 4, 2021 Village Board special meeting.*
- 2) *Motion to approve the minutes of the November 8, 2021 Village Board regular meeting.*
- 3) *Motion to approve checks in the amount of \$228,972.48.*
- 4) *Motion to approve appointing Kitty Brussock to serve on the Parks, Recreation, and Natural Resource Committee.*

- 5) Motion to approve appointing Amy Johnson to serve on the Senior Outreach Committee.
- 6) Motion to approve an event permit for the McFarland Chamber of Commerce to hold the Winter Wonderland event on December 4, 2021 from 4:30 p.m. to 6:30 p.m. with the conditions outlined by the Police Chief, Fire & Rescue Chief and Director of Public Works.
- 7) Motion to approve a service agreement with Dane County for funding to provide case management and nutrition services through the Senior Outreach Department as a Focal Point.
- 8) Motion to approve a request to fill the vacancy for the Public Works Crewperson position within the Public Works Department.
 Motion by Village President Carolyn Clow, second by Village Trustee Chris St. Clair, to approve the consent agenda as presented. Motion carries 7 - 0 - 0 by acclamation.

5. PUBLIC APPEARANCES.

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

6. BUSINESS.

- a. Discussion and action to consider acceptance of the Classification/Compensation Study and Staffing Analysis for the Village of McFarland prepared by GovHR USA.
 Rachel Skaggs, representative from GovHR USA, presented an overview of the draft Classification/Compensation Study and staffing analysis compiled for the Village.

 Motion by Village President Carolyn Clow, second by Village Trustee Edward Wreh, to approve acceptance of the Classification/Compensation Study and Staffing Analysis for the Village of McFarland prepared by GovHR USA and direct GovHR to issue the final plan. Motion carries 7 - 0 - 0 by acclamation.
- b. Communications and Technology Committee (Trustees Flaherty & Wreh)
 - 1) Discussion and action to approve the Underwriting Policy for the McFarland Cable Channel.
 Motion by Village Trustee Michael Flaherty, second by Village Trustee Carrie Nelson,

to approve the Underwriting Policy for the McFarland Cable Channel. Motion carries 7 - 0 - 0 by acclamation.

c. Parks, Recreation, and Natural Resources (Trustees Nelson & Rupert)

1) Discussion and action regarding Community Park Phase 1 Design/Bidding Services.

Motion by Village Trustee Carrie Nelson, second by Village Trustee Justin Rupert, to approve the proposal from Parkitecture in the amount of \$26,596 for the Community Park Phase 1 Design/Bidding Services. Motion carries 7 - 0 - 0 by acclamation.

2) Discussion and action regarding a proposal from the Waubesa Sailing Club to replace the decking for the McDaniel Park pier.

George Keeler, of the Waubesa Sailing club, presented an overview of the proposal to cost share with the Village for the replacement of the decking at the McDaniel Park pier. He highlighted the long standing relationship the club has had with the Village regarding the pier and park.

Motion by Trustee Nelson, second by Trustee Flaherty, to approve the proposal from the Waubesa Sailing Club to replace the decking for the McDaniel Park Pier. Motion carries 7 - 0 - 0 by acclamation.

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

1) Discussion and action regarding the 2022 Sidewalk Replacement project and authorize for bid.

Motion by Village Trustee Justin Rupert, second by Village Trustee Edward Wreh, to approve the 2022 Sidewalk plan and authorize the project for bidding. Motion carries 7 - 0 - 0 by acclamation.

e. Discussion and action regarding the State/Municipal Financial Agreement for a State-Let Highway Project with the Wisconsin Department of Transportation for the reconstruction of US Highway 51 through the Village of McFarland.

Motion by Trustee Clow, second by Trustee Nelson to approve the State/Municipal Financial Agreement for a State-Let Highway Project with the Wisconsin Department of Transportation for the reconstruction of US Highway 51 through the Village of McFarland. Motion carries 7 - 0 - 0 by acclamation.

f. Discussion and action on Ordinance 2021-12: an ordinance approving the budget for the year 2022 and establishing the 2021 payable in 2022 property tax levy for the Village of McFarland.

Motion by Village President Carolyn Clow, second by Village Trustee Chris St. Clair, to approve Ordinance 2021-12: an ordinance approving the budget for the year 2022 and establishing the 2021 payable in 2022 property tax levy for the Village of McFarland with the correction in section 13 that the per unit special charge for solid waste be updated to \$148.20 per unit. Motion carries 7 - 0 - 0 by acclamation.

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

discussion.

None.

7. ADJOURNMENT.

Motion by Village President Carolyn Clow, second by Village Trustee Edward Wreh, to adjourn at 8:27 p.m.

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

Respectfully submitted,
Cassandra Suettinger
Village Clerk/Treasurer

Report Criteria:

Detail report type printed

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
4	MIDDLETON FORD	152227	M5 MAINTENANCE	1	11/12/2021	69.01	.00	69.01	12/10/2021
		152347	VEHICLE PARTS TRUCK	1	11/23/2021	26.47	.00	26.47	12/10/2021
		152347	VEHICLE PARTS TRUCK	2	11/23/2021	26.47	.00	26.47	12/10/2021
		152347	VEHICLE PARTS TRUCK	3	11/23/2021	26.47	.00	26.47	12/10/2021
		152347	VEHICLE PARTS TRUCK	4	11/23/2021	97.08	.00	97.08	12/10/2021
		152376	VEHICLE PARTS TRUCK	1	11/29/2021	3.35	.00	3.35	12/10/2021
		152376	VEHICLE PARTS TRUCK	2	11/29/2021	3.35	.00	3.35	12/10/2021
		152376	VEHICLE PARTS TRUCK	3	11/29/2021	3.35	.00	3.35	12/10/2021
		152376	VEHICLE PARTS TRUCK	4	11/29/2021	12.31	.00	12.31	12/10/2021
		152502	FILTERS - POLICE CARS	1	12/08/2021	143.76	.00	143.76	12/10/2021
		152503	M3 MAINTENANCE	1	12/08/2021	418.80	.00	418.80	12/10/2021
Total 4:						830.42	.00	830.42	
10	ARAMARK	0016414698	MATS	1	11/19/2021	52.33	.00	52.33	12/10/2021
		0016414750	MATS	1	11/26/2021	52.33	.00	52.33	12/10/2021
		0016414809	MATS	1	12/03/2021	52.33	.00	52.33	12/10/2021
Total 10:						156.99	.00	156.99	
30	ALLIANT ENERGY/WP&L	110821-PSC	PUBLIC SAFETY CENTER	1	11/08/2021	2,425.00	.00	2,425.00	11/30/2021
		111921	WATER TOWER - HOLSC	1	11/19/2021	18.10	.00	18.10	11/30/2021
		111921	WATER TOWER - BURMA	2	11/19/2021	57.50	.00	57.50	11/30/2021
		111921	WELL #1	3	11/19/2021	582.39	.00	582.39	11/30/2021
		111921	WELL #3	4	11/19/2021	343.77	.00	343.77	11/30/2021
		111921	WELL #1	5	11/19/2021	47.25	.00	47.25	11/30/2021
		111921	WELL #3	6	11/19/2021	56.51	.00	56.51	11/30/2021
		111921	WELL #4	7	11/19/2021	20.99	.00	20.99	11/30/2021
		111921	LIFT #1	8	11/19/2021	97.63	.00	97.63	11/30/2021
		111921	LIFT #2	9	11/19/2021	118.80	.00	118.80	11/30/2021
		111921	LIFT #3	10	11/19/2021	48.89	.00	48.89	11/30/2021
		111921	LIFT #5	11	11/19/2021	196.62	.00	196.62	11/30/2021
		111921	BRANDT PARK	12	11/19/2021	43.71	.00	43.71	11/30/2021
		111921	LEWIS PARK	13	11/19/2021	150.49	.00	150.49	11/30/2021
		111921	FLOWER CORNER	14	11/19/2021	24.97	.00	24.97	11/30/2021
		111921	GAZEBO	15	11/19/2021	33.48	.00	33.48	11/30/2021
		111921	MCDANIEL PARK	16	11/19/2021	93.61	.00	93.61	11/30/2021
		111921	CEDAR GLADE AERATOR	17	11/19/2021	63.55	.00	63.55	11/30/2021
		111921	STREET LIGHTING (2)	18	11/19/2021	319.20	.00	319.20	11/30/2021
		111921	TRAFFIC FLASHERS - BA	19	11/19/2021	17.26	.00	17.26	11/30/2021
		111921	TRAFFIC FLASHERS - FA	20	11/19/2021	16.70	.00	16.70	11/30/2021
		111921	TRAFFIC FLASHERS - FA	21	11/19/2021	16.81	.00	16.81	11/30/2021
		111921	TRAFFIC FLASHERS - CR	22	11/19/2021	16.35	.00	16.35	11/30/2021
		111921	TERMINAL DRIVE SIREN	23	11/19/2021	26.71	.00	26.71	11/30/2021
		111921	2860 HIDDEN FARM FLO	24	11/19/2021	27.61	.00	27.61	11/30/2021
		111921	3234 CTY RD AB	25	11/19/2021	16.70	.00	16.70	11/30/2021
		111921	DOG PARK/6300 ELVEHJ	26	11/19/2021	66.14	.00	66.14	11/30/2021
Total 30:						4,946.74	.00	4,946.74	
68	BADGER WELDING SUPP	3681459	BADGER WELDING - OXY	1	11/16/2021	35.61	.00	35.61	12/10/2021
		3682872	ACETYLENE & OXYGEN	1	11/30/2021	1.80	.00	1.80	12/10/2021
		3682872	ACETYLENE & OXYGEN	2	11/30/2021	1.80	.00	1.80	12/10/2021
		3682872	ACETYLENE & OXYGEN	3	11/30/2021	1.80	.00	1.80	12/10/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		3682872	ACETYLENE & OXYGEN	4	11/30/2021	6.60	.00	6.60	12/10/2021
		3685123	PW SUPPLIES	1	12/06/2021	40.50	.00	40.50	12/10/2021
		3685123	PW SUPPLIES	2	12/06/2021	40.50	.00	40.50	12/10/2021
		3685123	PW SUPPLIES	3	12/06/2021	40.50	.00	40.50	12/10/2021
		3685123	PW SUPPLIES	4	12/06/2021	148.50	.00	148.50	12/10/2021
		3685124	TRUCK #5	1	12/06/2021	229.58	.00	229.58	12/10/2021
		3685124	TRUCK #5	2	12/06/2021	62.61	.00	62.61	12/10/2021
		3685124	TRUCK #5	3	12/06/2021	62.61	.00	62.61	12/10/2021
		3685124	TRUCK #5	4	12/06/2021	62.61	.00	62.61	12/10/2021
Total 68:						735.02	.00	735.02	
74	BAKER & TAYLOR BOOK	2036279977	BOOKS	1	11/23/2021	18.55	.00	18.55	12/10/2021
		2036346906	BOOKS	1	11/19/2021	25.31	.00	25.31	12/10/2021
		2036353216	BOOKS	1	11/22/2021	118.29	.00	118.29	12/10/2021
Total 74:						162.15	.00	162.15	
158	CHARTER COMMUNICATI	00032611201	CHARTER CABLE	1	12/01/2021	98.39	.00	98.39	12/10/2021
Total 158:						98.39	.00	98.39	
196	CONNEY SAFETY PROD	06036912	ORANG CONES FOR CR	1	11/12/2021	27.44	.00	27.44	12/10/2021
Total 196:						27.44	.00	27.44	
234	DANE CO EMERGENCY	112221	HAZ MAT CONTRACT	1	11/22/2021	222.22	.00	222.22	12/10/2021
Total 234:						222.22	.00	222.22	
247	DANE CO TREASURER	120121	DECEMBER DOG SETTL	1	12/01/2021	295.00	.00	295.00	12/03/2021
		154-120221	JAIL & SURCHARGES - N	1	12/02/2021	991.97	.00	991.97	12/10/2021
Total 247:						1,286.97	.00	1,286.97	
338	ENGELHART INC	1759402	EQUIPMENT MAINTENAN	1	12/01/2021	9.31	.00	9.31	12/10/2021
		1759402	EQUIPMENT MAINTENAN	2	12/01/2021	9.31	.00	9.31	12/10/2021
		1759402	EQUIPMENT MAINTENAN	3	12/01/2021	9.31	.00	9.31	12/10/2021
		1759402	EQUIPMENT MAINTENAN	4	12/01/2021	34.14	.00	34.14	12/10/2021
Total 338:						62.07	.00	62.07	
341	ENVIRONMENT CONTRO	20513-613	JANITORIAL SERVICES -	1	12/01/2021	415.00	.00	415.00	12/10/2021
		20513-613	JANITORIAL SERVICES	2	12/01/2021	2,084.00	.00	2,084.00	12/10/2021
		20611-613	MC CLEANING	1	12/01/2021	1,457.00	.00	1,457.00	12/10/2021
		20611-613	MC CLEANING - COVID19	2	12/01/2021	2,242.00	.00	2,242.00	12/10/2021
Total 341:						6,198.00	.00	6,198.00	
361	FIRST SUPPLY LLC MADI	12938991-01	WATERMAIN PARTS	1	12/07/2021	192.00	.00	192.00	12/10/2021
		12938991-02	WATERMAIN PARTS	1	12/07/2021	74.00	.00	74.00	12/10/2021
		12938991-03	WATERMAIN PARTS	1	12/03/2021	669.00	.00	669.00	12/10/2021
Total 361:						935.00	.00	935.00	
366	FOREMOST PROMOTION	541649	FIRE PREVENTION CRAY	1	11/23/2021	203.78	.00	203.78	12/10/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 366:						203.78	.00	203.78	
395	GENERAL COMMUNICATI	299603	NEW SQUAD COMPUTER	1	11/11/2021	241.00	.00	241.00	12/10/2021
		300235	GEN COMM SERVICE	1	12/02/2021	460.00	.00	460.00	12/10/2021
Total 395:						701.00	.00	701.00	
408	GRAINGER INC	9133166257	BATTERIES	1	11/29/2021	18.80	.00	18.80	12/10/2021
		9136838845	BATTERIES	1	12/01/2021	10.77	.00	10.77	12/10/2021
Total 408:						29.57	.00	29.57	
416	HACH COMPANY	12774239	WATER TESTING SUPPLI	1	12/02/2021	293.16	.00	293.16	12/10/2021
Total 416:						293.16	.00	293.16	
452	HYDRITE CHEMICAL	02523875	WATER CHEMICALS	1	11/17/2021	143.25	.00	143.25	12/10/2021
		02526878	WATER CHEMICALS	1	12/01/2021	429.75	.00	429.75	12/10/2021
		02529378	WATER CHEMICALS	1	12/07/2021	143.25	.00	143.25	12/10/2021
Total 452:						716.25	.00	716.25	
476	JEFFERSON FIRE & SAF	IN135680	SCOTT FILL BOOT	1	12/02/2021	49.10	.00	49.10	12/10/2021
Total 476:						49.10	.00	49.10	
505	KLEMENTZ, MICHAEL	MK120321	TRAINING MEALS	1	12/03/2021	8.73	.00	8.73	12/10/2021
Total 505:						8.73	.00	8.73	
538	LAWSON PRODUCTS INC	9309057081	SHOP SUPPLIES	1	12/01/2021	173.56	.00	173.56	12/10/2021
		9309057081	SHOP SUPPLIES	2	12/01/2021	47.33	.00	47.33	12/10/2021
		9309057081	SHOP SUPPLIES	3	12/01/2021	47.33	.00	47.33	12/10/2021
		9309057081	SHOP SUPPLIES	4	12/01/2021	47.33	.00	47.33	12/10/2021
Total 538:						315.55	.00	315.55	
634	MENARDS - MONONA	21438	PARK SUPPLIES	1	11/16/2021	79.45	.00	79.45	12/10/2021
		21524	FORSTRY SUPPLIES	1	11/18/2021	11.98	.00	11.98	12/10/2021
		21583	PARK SUPPLIES	1	11/19/2021	138.71	.00	138.71	12/10/2021
		21816	PARK SUPPLIES	1	11/23/2021	181.44	.00	181.44	12/10/2021
		21858	DISC GOLF FAC MAINTEN	1	11/24/2021	30.24	.00	30.24	12/10/2021
Total 634:						441.82	.00	441.82	
640	MGE	1700324512-	STREET LIGHT	1	11/24/2021	92.89	.00	92.89	12/03/2021
		3800120935-	STREET LIGHT	1	11/24/2021	34.30	.00	34.30	12/10/2021
		4900117592-	STREET LIGHT	1	11/24/2021	24.07	.00	24.07	12/03/2021
		7400232719-	LIFT STATION #5	1	11/24/2021	48.53	.00	48.53	12/03/2021
		8600157181-	LIFT #4 ELECT	1	11/28/2021	41.91	.00	41.91	12/10/2021
Total 640:						241.70	.00	241.70	
667	MINNESOTA LIFE INS CO	002832L-JA	LIFE INSURANCE	1	12/01/2021	1,591.03	.00	1,591.03	12/10/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 667:						1,591.03	.00	1,591.03	
687	MUNICIPAL CODE CORP	00367141	ADMINISTRATIVE SUPPO	1	12/02/2021	275.00	.00	275.00	12/10/2021
		00367618	MUNICIPAL CODE HOSTI	1	12/07/2021	650.00	.00	650.00	12/10/2021
Total 687:						925.00	.00	925.00	
756	POMP'S TIRE SERVICE I	80253943	UNIT 12	1	11/22/2021	145.11	.00	145.11	12/10/2021
		80253943	UNIT 12	2	11/22/2021	39.57	.00	39.57	12/10/2021
		80253943	UNIT 12	3	11/22/2021	39.57	.00	39.57	12/10/2021
		80253943	UNIT 12	4	11/22/2021	39.57	.00	39.57	12/10/2021
		80254617	2019 STEER TIRES	1	11/29/2021	856.50	.00	856.50	12/10/2021
		80254862	SQUAD SENSOR REPAIR	1	11/28/2021	64.19	.00	64.19	12/10/2021
		80255216	TRUCK 19	1	12/02/2021	103.99	.00	103.99	12/10/2021
		80255216	TRUCK 19	2	12/02/2021	28.36	.00	28.36	12/10/2021
		80255216	TRUCK 19	3	12/02/2021	28.36	.00	28.36	12/10/2021
		80255216	TRUCK 19	4	12/02/2021	28.36	.00	28.36	12/10/2021
Total 756:						1,373.58	.00	1,373.58	
800	RELIANT FIRE APPARAT	CI003850	FD VEHICLE MAINT	1	12/01/2021	25.88	.00	25.88	12/10/2021
Total 800:						25.88	.00	25.88	
836	SCHILLING SUPPLY COM	851309-00	BATHROOM SUPPLIES	1	11/24/2021	99.70	.00	99.70	12/10/2021
Total 836:						99.70	.00	99.70	
879	SOUTH CENTRAL LIBRA	21-638	OVERDRIVE FEES	1	11/19/2021	5,109.00	.00	5,109.00	12/10/2021
		21-639	OVERDRIVE FEES	1	11/19/2021	373.00	.00	373.00	12/10/2021
		21-640	OVERDRIVE FEES	1	11/19/2021	354.00	.00	354.00	12/10/2021
Total 879:						5,836.00	.00	5,836.00	
992	US CELLULAR	0475665540	PD PHONE	1	11/22/2021	775.16	.00	775.16	12/10/2021
		0475665540	FD/EMS PHONE	2	11/22/2021	586.75	.00	586.75	12/10/2021
		0475665540	OUTREACH PHONE	3	11/22/2021	81.00	.00	81.00	12/10/2021
		0475665540	CABLE/COMMTECH PHO	4	11/22/2021	42.50	.00	42.50	12/10/2021
		0475665540	PW PHONE	5	11/22/2021	201.86	.00	201.86	12/10/2021
		0475665540	WATER PHONE	6	11/22/2021	200.85	.00	200.85	12/10/2021
		0475665540	SEWER PHONE	7	11/22/2021	201.85	.00	201.85	12/10/2021
		0475665540	COMMDEV PHONE	8	11/22/2021	1.54	.00	1.54	12/10/2021
Total 992:						2,091.51	.00	2,091.51	
1005	VANNGUARD UTILITY PA	9191	LOCATES	1	12/01/2021	49.50	.00	49.50	12/10/2021
Total 1005:						49.50	.00	49.50	
1015	VILLAGE OF MCFARLAN	122021	5541 HOLSCHER RD	1	11/30/2021	70.59	.00	70.59	12/10/2021
		122021	FLOWER CORNER	2	11/30/2021	33.59	.00	33.59	12/10/2021
		122021	LEWIS PARK	3	11/30/2021	187.90	.00	187.90	12/10/2021
		122021	MCDANIEL PARK	4	11/30/2021	293.23	.00	293.23	12/10/2021
		122021	BUBBLER	5	11/30/2021	49.00	.00	49.00	12/10/2021
		122021	GAZEBO	6	11/30/2021	48.42	.00	48.42	12/10/2021
		122021	3234 CTY HWY AB	7	11/30/2021	129.02	.00	129.02	12/10/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		122021	DOG PARK	8	11/30/2021	166.31	.00	166.31	12/10/2021
		122021	LEWIS PARK ICE RINK	9	11/30/2021	3.93	.00	3.93	12/10/2021
		122021	6623 MEREDITH WAY	10	11/30/2021	5.60	.00	5.60	12/10/2021
Total 1015:						987.59	.00	987.59	
1019	BAKER TILLY VIRCHOW	BT1956545	IMPACT FEE STUDY - PS	1	11/30/2021	2,887.00	.00	2,887.00	12/10/2021
Total 1019:						2,887.00	.00	2,887.00	
1093	WI STATE LABORATORY	698424	FLUORIDE TEST	1	11/30/2021	26.00	.00	26.00	12/10/2021
Total 1093:						26.00	.00	26.00	
1130	ZORN COMPRESSOR &	358550-00	SCAVENGER LINE CHEC	1	11/29/2021	95.23	.00	95.23	12/10/2021
Total 1130:						95.23	.00	95.23	
1219	SAFE STEP LLC	3643	PARK FACILITY MAINTEN	1	11/30/2021	1,159.50	.00	1,159.50	12/10/2021
Total 1219:						1,159.50	.00	1,159.50	
1256	BOUND TREE MEDICAL,	84296451	EMS - SUPPLIES	1	11/18/2021	251.42	.00	251.42	12/10/2021
		84306851	EMS - SUPPLIES	1	11/30/2021	306.38	.00	306.38	12/10/2021
Total 1256:						557.80	.00	557.80	
1264	BARNES INC	155885	MC LAWN APPLICATION	1	11/30/2021	41.25	.00	41.25	12/10/2021
		155885	MC LAWN APPLICATION	2	11/30/2021	11.25	.00	11.25	12/10/2021
		155885	MC LAWN APPLICATION	3	11/30/2021	11.25	.00	11.25	12/10/2021
		155885	MC LAWN APPLICATION	4	11/30/2021	11.25	.00	11.25	12/10/2021
		155888	PW WINTER APPLICATIO	1	11/30/2021	68.75	.00	68.75	12/10/2021
		155888	PW WINTER APPLICATIO	2	11/30/2021	18.75	.00	18.75	12/10/2021
		155888	PW WINTER APPLICATIO	3	11/30/2021	18.75	.00	18.75	12/10/2021
		155888	PW WINTER APPLICATIO	4	11/30/2021	18.75	.00	18.75	12/10/2021
		155888	BRUSH CURBSIDE ZONE	5	11/30/2021	4,036.20	.00	4,036.20	12/10/2021
		155888	BRUSH CURBSIDE ZONE	6	11/30/2021	4,036.20	.00	4,036.20	12/10/2021
Total 1264:						8,272.40	.00	8,272.40	
1397	ALL COMFORT SERVICE	24842814	MC HVAC REPAIRS	1	08/18/2021	327.02	.00	327.02	12/10/2021
		24842814	MC HVAC REPAIRS	2	08/18/2021	327.02	.00	327.02	12/10/2021
		24842814	MC HVAC REPAIRS	3	08/18/2021	327.02	.00	327.02	12/10/2021
		24842814	MC HVAC REPAIRS	4	08/18/2021	1,199.07	.00	1,199.07	12/10/2021
		25375671	MC HVAC REPAIRS	1	08/04/2021	173.31	.00	173.31	12/10/2021
		25375671	MC HVAC REPAIRS	2	08/04/2021	173.31	.00	173.31	12/10/2021
		25375671	MC HVAC REPAIRS	3	08/04/2021	173.31	.00	173.31	12/10/2021
		25375671	MC HVAC REPAIRS	4	08/04/2021	635.46	.00	635.46	12/10/2021
		31596021	MC HVAC REPAIRS	1	09/07/2021	197.48	.00	197.48	12/10/2021
		31596021	MC HVAC REPAIRS	2	09/07/2021	197.48	.00	197.48	12/10/2021
		31596021	MC HVAC REPAIRS	3	09/07/2021	197.48	.00	197.48	12/10/2021
		31596021	MC HVAC REPAIRS	4	09/07/2021	724.12	.00	724.12	12/10/2021
Total 1397:						4,652.08	.00	4,652.08	
1452	JACOBSEN, NATE	NJ111121	UNIFORM ALLOWANCE	1	11/11/2021	283.45	.00	283.45	11/30/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 1452:						283.45	.00	283.45	
1462	TASC	IN2195825	FSA ADMIN FEE	1	11/17/2021	191.04	.00	191.04	12/10/2021
Total 1462:						191.04	.00	191.04	
1730	ACCURATE APPRAISAL L	3639	PROPERTY ASSESSOR	1	12/01/2021	8,000.00	.00	8,000.00	12/10/2021
Total 1730:						8,000.00	.00	8,000.00	
1738	STATE OF WI TREASURE	154-120221	MONTHLY COURT FEES -	1	12/02/2021	2,744.61	.00	2,744.61	12/10/2021
Total 1738:						2,744.61	.00	2,744.61	
1896	NAPA AUTO PARTS	810143	CHIEF'S CAR	1	11/18/2021	69.74	.00	69.74	12/10/2021
		812014	VEHICLE MAINT TRUCK	1	12/02/2021	8.21	.00	8.21	12/10/2021
Total 1896:						77.95	.00	77.95	
1904	HUMPHREY SERVICE PA	1258209	WIPER BLADE	1	11/24/2021	2.60	.00	2.60	12/10/2021
		1258395	VEHICLE MAINTENANCE	1	11/27/2021	.41	.00	.41	12/10/2021
		1258395	VEHICLE MAINTENANCE	2	11/27/2021	.41	.00	.41	12/10/2021
		1258395	VEHICLE MAINTENANCE	3	11/27/2021	.41	.00	.41	12/10/2021
		1258395	VEHICLE MAINTENANCE	4	11/27/2021	1.47	.00	1.47	12/10/2021
		1259146	VEHICLE MAINTENANCE	1	12/07/2021	8.82	.00	8.82	12/10/2021
		1259146	VEHICLE MAINTENANCE	2	12/07/2021	8.82	.00	8.82	12/10/2021
		1259146	VEHICLE MAINTENANCE	3	12/07/2021	8.82	.00	8.82	12/10/2021
		1259146	VEHICLE MAINTENANCE	4	12/07/2021	32.37	.00	32.37	12/10/2021
Total 1904:						64.13	.00	64.13	
1909	CATERPILLAR FINANCI	31715143	LOADER LEASE	1	11/22/2021	253.23	.00	253.23	12/10/2021
		31715143	LOADER LEASE	2	11/22/2021	253.23	.00	253.23	12/10/2021
		31715143	LOADER LEASE	3	11/22/2021	253.23	.00	253.23	12/10/2021
		31715143	LOADER LEASE	4	11/22/2021	759.66	.00	759.66	12/10/2021
Total 1909:						1,519.35	.00	1,519.35	
1910	ZURBUCHEN OIL INC	256384	DYED DIESEL FUEL	1	11/23/2021	744.96	.00	744.96	12/10/2021
Total 1910:						744.96	.00	744.96	
1921	FRONTIER	111621	PW PHONE	1	11/16/2021	39.10	.00	39.10	12/03/2021
		111621	PW PHONE	2	11/16/2021	10.65	.00	10.65	12/03/2021
		111621	PW PHONE	3	11/16/2021	10.65	.00	10.65	12/03/2021
		111621	PW PHONE	4	11/16/2021	10.65	.00	10.65	12/03/2021
		112221	LIBRARY PHONE	1	11/22/2021	70.30	.00	70.30	12/10/2021
Total 1921:						141.35	.00	141.35	
1953	NORTHEAST WI TECHN	CS35496	DETECTIVE ACADEMY-JO	1	11/15/2021	195.00	.00	195.00	12/10/2021
Total 1953:						195.00	.00	195.00	
2042	THOMSON REUTERS	845460817	WEST INFORMATION CH	1	12/01/2021	185.96	.00	185.96	12/10/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 2042:						185.96	.00	185.96	
2058	MICROMARKETING LLC	868976	ADULT AUDIO BOOKS	1	11/15/2021	49.99	.00	49.99	12/10/2021
		869027	ADULT AUDIO BOOKS	1	11/15/2021	45.00	.00	45.00	12/10/2021
		869362	AUDIOBOOKS	1	11/17/2021	39.99	.00	39.99	12/10/2021
		869387	AUDIOBOOKS	1	11/17/2021	88.98	.00	88.98	12/10/2021
		869460	AUDIOBOOKS	1	11/17/2021	176.98	.00	176.98	12/10/2021
Total 2058:						400.94	.00	400.94	
2066	PELLITTERI WASTE SYS	2493952	TRASH SERVICE	1	11/30/2021	21,909.30	.00	21,909.30	12/10/2021
		2493952	RECYCLING SERVICE	2	11/30/2021	14,630.40	.00	14,630.40	12/10/2021
		2493952	PD SHRED	3	11/30/2021	44.10	.00	44.10	12/10/2021
		2493952	FIRE/EMS SHRED	4	11/30/2021	10.45	.00	10.45	12/10/2021
		2493952	ADMIN SHRED	5	11/30/2021	33.66	.00	33.66	12/10/2021
Total 2066:						36,627.91	.00	36,627.91	
2070	KKS PROPERTY	2021-12	COMMON AREA MAINT. F	1	12/01/2021	400.00	.00	400.00	12/10/2021
Total 2070:						400.00	.00	400.00	
2082	NASSCO INC	6086339	CLEANING SUPPLIES	1	11/19/2021	109.80	.00	109.80	12/10/2021
		6091564	CLEANING SUPPLIES	1	12/02/2021	80.58	.00	80.58	12/10/2021
		6093651	PARK SUPPLIES	1	12/07/2021	236.32	.00	236.32	12/10/2021
Total 2082:						426.70	.00	426.70	
2100	WAUKESHA COUNTY TE	S0757783	TRAINING-LOVDAL	1	11/23/2021	18.60	.00	18.60	12/10/2021
Total 2100:						18.60	.00	18.60	
2121	LAKESIDE INTERNATION	8232411PX1	TRUCK PARTS - TRUCK 2	1	12/07/2021	34.59	.00	34.59	12/10/2021
		8232411PX1	TRUCK PARTS - TRUCK 2	2	12/07/2021	9.43	.00	9.43	12/10/2021
		8232411PX1	TRUCK PARTS - TRUCK 2	3	12/07/2021	9.43	.00	9.43	12/10/2021
		8232411PX1	TRUCK PARTS - TRUCK 2	4	12/07/2021	9.43	.00	9.43	12/10/2021
Total 2121:						62.88	.00	62.88	
2173	BAER INSURANCE SERVI	5610	PUBLIC SAFETY CENTER	1	12/02/2021	198.00	.00	198.00	12/10/2021
Total 2173:						198.00	.00	198.00	
2205	JOB, JEREMY	JJ112421	UNIFORM ALLOWANCE	1	11/24/2021	132.93	.00	132.93	12/10/2021
Total 2205:						132.93	.00	132.93	
2216	ANDRES MEDICAL	253517	NOVEMBER COLLECTIO	1	12/09/2021	2,681.69	.00	2,681.69	12/10/2021
Total 2216:						2,681.69	.00	2,681.69	
2245	CGC, INC	60695	2022 PAVING PROJECTS	1	12/03/2021	5,008.76	.00	5,008.76	12/10/2021
Total 2245:						5,008.76	.00	5,008.76	
2248	KELLN, JACK	JK111821	UNIFORM ALLOWANCE	1	11/18/2021	332.27	.00	332.27	11/30/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 2248:						332.27	.00	332.27	
2270	UNITY POINT HEALTH	110521	BLOODWORK	1	11/05/2021	159.48	.00	159.48	12/10/2021
Total 2270:						159.48	.00	159.48	
2277	BRANDT, STEVE	SB111821	UNIFORM ALLOWANCE	1	11/18/2021	350.00	.00	350.00	11/30/2021
Total 2277:						350.00	.00	350.00	
2285	MADISON WINDOW CLEA	108284	WINDOW CLEANING	1	11/30/2021	2,105.00	.00	2,105.00	12/10/2021
Total 2285:						2,105.00	.00	2,105.00	
9151	PAGE PRODUCTION	21-21	DEC SENIOR NEWS	1	11/30/2021	1,074.00	.00	1,074.00	12/10/2021
Total 9151:						1,074.00	.00	1,074.00	
16002	BRENNAN, MICHAEL & MI	120121	SALT SAVER PROGRAM	1	12/01/2021	200.00	.00	200.00	12/10/2021
Total 16002:						200.00	.00	200.00	
16173	VENTURINO, JOHN	JV102221	TRAINING - FOOD	1	10/22/2021	46.12	.00	46.12	11/30/2021
Total 16173:						46.12	.00	46.12	
16174	DNR ACCOUNTS RECEIV	370-0000022	DNR WILDLAND EQUIPM	1	11/10/2021	567.98	.00	567.98	12/10/2021
Total 16174:						567.98	.00	567.98	
16181	WILS	495864	DATABASE FEES	1	11/22/2021	10,956.77	.00	10,956.77	12/10/2021
Total 16181:						10,956.77	.00	10,956.77	
16234	GALLS, LLC	019742655	UNIFORM	1	11/11/2021	126.99	.00	126.99	12/10/2021
Total 16234:						126.99	.00	126.99	
16241	WI DEPT OF JUSTICE	L1373T-1130	BACKGROUND CHECKS	1	11/30/2021	70.00	.00	70.00	12/10/2021
Total 16241:						70.00	.00	70.00	
16257	CORPORATE BUSINESS	309847	COPIER LEASE	1	12/01/2021	22.36	.00	22.36	12/10/2021
		309848	COPIER LEASE	1	12/01/2021	101.04	.00	101.04	12/10/2021
		309926	COPIER OVERAGE	1	12/02/2021	314.67	.00	314.67	12/03/2021
		309926	COPIER OVERAGE	2	12/02/2021	62.93	.00	62.93	12/03/2021
		309926	COPIER OVERAGE	3	12/02/2021	62.93	.00	62.93	12/03/2021
		309926	COPIER OVERAGE	4	12/02/2021	62.93	.00	62.93	12/03/2021
		309926	COPIER OVERAGE	5	12/02/2021	62.94	.00	62.94	12/03/2021
		309926	COPIER OVERAGE	6	12/02/2021	62.94	.00	62.94	12/03/2021
		309963	PW COLOR COPY OVER	1	12/02/2021	34.63	.00	34.63	12/10/2021
		309963	PW COLOR COPY OVER	2	12/02/2021	34.63	.00	34.63	12/10/2021
		309963	PW COLOR COPY OVER	3	12/02/2021	34.63	.00	34.63	12/10/2021
		309963	PW COLOR COPY OVER	4	12/02/2021	126.98	.00	126.98	12/10/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 16257:						983.61	.00	983.61	
16268	SCHROECKENTHALER,	MS120221	INSERVICE MEAL	1	12/02/2021	13.93	.00	13.93	12/10/2021
Total 16268:						13.93	.00	13.93	
16322	STRYKER SALES CORP	3598030M	STRYKER ANNUAL	1	12/01/2021	2,325.60	.00	2,325.60	12/10/2021
Total 16322:						2,325.60	.00	2,325.60	
16349	ZIMBRICK EASTSIDE	115264	RELAY	1	12/01/2021	57.82	.00	57.82	12/10/2021
Total 16349:						57.82	.00	57.82	
16358	AGT BATTERY SUPPLY, L	93005A	PAGER BATTERIES	1	11/22/2021	170.39	.00	170.39	12/10/2021
Total 16358:						170.39	.00	170.39	
16365	SCHUENKE, MATT	MS120321	MILEAGE & MEALS	1	12/03/2021	55.24	.00	55.24	12/10/2021
Total 16365:						55.24	.00	55.24	
16545	DEPT OF SAFETY AND P	113021	FIRE ALARM REVIEW	1	11/30/2021	80.00	.00	80.00	12/10/2021
Total 16545:						80.00	.00	80.00	
16571	LUSTRE-CAL CORPORAT	151418	LUSTRE CAL ID LABELS	1	11/18/2021	550.00	.00	550.00	12/10/2021
Total 16571:						550.00	.00	550.00	
16640	TOP PACK DEFENSE LLC	7099	CLOTHING ALLOWANCE	1	11/02/2021	64.99	.00	64.99	12/10/2021
		7200	CLOTHING ALLOWANCE	1	11/19/2021	109.99	.00	109.99	12/10/2021
		7219	CLOTHING ALLOWANCE	1	11/24/2021	71.98	.00	71.98	12/10/2021
Total 16640:						246.96	.00	246.96	
16655	WI DEPT OF TRANSPORT	395-0000242	EXCHANGE ST PRELIMIN	1	12/01/2021	49.56	.00	49.56	12/10/2021
Total 16655:						49.56	.00	49.56	
16680	CARDMEMBER SERVICE	MSB111821	SCHUENKE	1	11/18/2021	1,546.47	.00	1,546.47	12/03/2021
		MSB111821	T REITER	2	11/18/2021	39.72	.00	39.72	12/03/2021
		MSB111821	COX	3	11/18/2021	611.40	.00	611.40	12/03/2021
		MSB111821	KENT	4	11/18/2021	52.67	.00	52.67	12/03/2021
		MSB111821	JACOBSEN	5	11/18/2021	28.05	.00	28.05	12/03/2021
		MSB111821	HESSLING	6	11/18/2021	452.88	.00	452.88	12/03/2021
		MSB111821	ANDERSEN	7	11/18/2021	1,643.51	.00	1,643.51	12/03/2021
		MSB111821	JOB	8	11/18/2021	195.00	.00	195.00	12/03/2021
		MSB111821	DAY	9	11/18/2021	69.99	.00	69.99	12/03/2021
		MSB111821	MOTL	10	11/18/2021	100.37	.00	100.37	12/03/2021
		MSB111821	REIMER	11	11/18/2021	734.14	.00	734.14	12/03/2021
		MSB111821	SUETTINGER	12	11/18/2021	125.88	.00	125.88	12/03/2021
		MSB111821	MAURER	13	11/18/2021	283.48	.00	283.48	12/03/2021
		MSB111821	SEYMOUR	14	11/18/2021	195.31	.00	195.31	12/03/2021
		MSB111821	IRWIN	15	11/18/2021	21.60	.00	21.60	12/03/2021
		MSB111821	BREMER	16	11/18/2021	881.53	.00	881.53	12/03/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		MSB111821	J REITER	17	11/18/2021	211.96	.00	211.96	12/03/2021
		MSB111821	MILLER	18	11/18/2021	1,273.24	.00	1,273.24	12/03/2021
		MSB111821	LARSON	19	11/18/2021	921.77	.00	921.77	12/03/2021
		MSB111821	LAWRENCE	20	11/18/2021	143.34	.00	143.34	12/03/2021
		MSB111821	DENNIS	21	11/18/2021	3,304.92	.00	3,304.92	12/03/2021
		MSB111821	ENGLER	22	11/18/2021	542.98	.00	542.98	12/03/2021
		MSB111821	CHAPIN	23	11/18/2021	120.52	.00	120.52	12/03/2021
		MSB111821	IGL	24	11/18/2021	804.87	.00	804.87	12/03/2021
		Total 16680:				14,305.60	.00	14,305.60	
16782	MADISON EMERGENCY	INV1128	MEDICAL DIRECTION DE	1	12/03/2021	700.00	.00	700.00	12/10/2021
		Total 16782:				700.00	.00	700.00	
16800	FIRE SAFETY USA, INC	153750	FIRE GLOVES	1	11/29/2021	735.00	.00	735.00	12/10/2021
		Total 16800:				735.00	.00	735.00	
16829	REUTER, WHITISH & EVA	68959	ROSEWOOD FIELDS ESC	1	11/17/2021	331.50	.00	331.50	12/10/2021
		68963	4313 LLC ESCROW	1	11/17/2021	2,269.50	.00	2,269.50	12/10/2021
		68964	LEGAL - TID #3	1	11/17/2021	229.50	.00	229.50	12/10/2021
		68968	5411 BASHFORD ESCRO	1	11/17/2021	841.50	.00	841.50	12/10/2021
		68974	WAUBESA VILLAGE - TID	1	11/17/2021	2,313.00	.00	2,313.00	12/10/2021
		Total 16829:				5,985.00	.00	5,985.00	
16870	RAGNASOFT, INC.	RSI-0006317	1 YR SUBSCRIPTION PLA	1	12/01/2021	1,555.00	.00	1,555.00	12/10/2021
		Total 16870:				1,555.00	.00	1,555.00	
16897	GERBER LEISURE PROD	8270	MOESER BENCH	1	11/01/2021	1,810.00	.00	1,810.00	12/10/2021
		Total 16897:				1,810.00	.00	1,810.00	
16923	PERFECT TYPE & PRINT,	111021	SIGNS/ENVELOPES	1	11/10/2021	387.29	.00	387.29	12/10/2021
		Total 16923:				387.29	.00	387.29	
16980	BOLDTRONICS, INC.	20210161	SOFT INTERVIEW ROOM	1	11/10/2021	148.75	.00	148.75	12/10/2021
		20210186	PW BUILDING MAINTENA	1	11/29/2021	64.06	.00	64.06	12/10/2021
		20210186	PW BUILDING MAINTENA	2	11/29/2021	17.48	.00	17.48	12/10/2021
		20210186	PW BUILDING MAINTENA	3	11/29/2021	17.48	.00	17.48	12/10/2021
		20210186	PW BUILDING MAINTENA	4	11/29/2021	17.48	.00	17.48	12/10/2021
		Total 16980:				265.25	.00	265.25	
17050	SHI INTERNATIONAL CO	B14439919	SHI GETAC F110 G6	1	12/02/2021	2,886.00	.00	2,886.00	12/10/2021
		B14439919	SHI GETAC F110 G6	2	12/02/2021	2,886.00	.00	2,886.00	12/10/2021
		B14443556	SHI GETEC V110G6	1	12/06/2021	3,400.00	.00	3,400.00	12/10/2021
		B14451266	SHI GETAC POWER SUP	1	12/06/2021	92.47	.00	92.47	12/10/2021
		B14451266	SHI GDOFUR DOCKING S	2	12/06/2021	588.50	.00	588.50	12/10/2021
		Total 17050:				9,852.97	.00	9,852.97	
17084	AMAZON CAPITAL SERVI	116J-VCCH-	DVDS & CDS	1	11/26/2021	157.32	.00	157.32	12/10/2021
		133C-QW79-	PROGRAM SUPPLIES	1	11/30/2021	65.99	.00	65.99	12/10/2021

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		133W-NP31-	DVDS & CDS	1	11/29/2021	12.96	.00	12.96	12/10/2021
		197W-1RFC-	DVDS & CDS	1	11/24/2021	1.80-	.00	1.80-	12/10/2021
		19YV-K1QY-	DVDS & CDS	1	12/03/2021	32.97	.00	32.97	12/10/2021
		1F9N-JGKQ-	PROGRAM SUPPLIES	1	11/24/2021	33.18	.00	33.18	12/10/2021
		1J6H-HX4K-	DVDS & CDS	1	11/21/2021	268.88	.00	268.88	12/10/2021
		1JWD-KD7G-	VACUUM	1	12/05/2021	305.82	.00	305.82	12/10/2021
		1L76-JWKP-	PPE - MASKS	1	11/21/2021	81.29	.00	81.29	12/10/2021
		1M7E-9LT4-	PARKS SUPPLIES	1	12/02/2021	87.98	.00	87.98	12/10/2021
		1M94-961N-	VIDEO GAMES	1	11/28/2021	125.73	.00	125.73	12/10/2021
		1MK4-41P9-	DVDS & CDS	1	12/07/2021	50.91	.00	50.91	12/10/2021
		1Q6G-3CPQ-	DVDS & CDS	1	11/20/2021	84.26	.00	84.26	12/10/2021
		1QY1-1WJ9-	MUNICIPAL CENTER MAI	1	12/04/2021	16.49	.00	16.49	12/10/2021
		1QY1-1WJ9-	MUNICIPAL CENTER MAI	2	12/04/2021	4.50	.00	4.50	12/10/2021
		1QY1-1WJ9-	MUNICIPAL CENTER MAI	3	12/04/2021	4.50	.00	4.50	12/10/2021
		1QY1-1WJ9-	MUNICIPAL CENTER MAI	4	12/04/2021	4.50	.00	4.50	12/10/2021
		1RTQ-F3LD-	HAND SANITZER	1	12/07/2021	22.17	.00	22.17	12/10/2021
		1RWL-ND4J-	FORESTRY	1	11/18/2021	64.95	.00	64.95	12/10/2021
		1RWL-ND4J-	PARKS SUPPLIES	2	11/18/2021	102.52	.00	102.52	12/10/2021
		1VV1-KWJM-	DVDS & CDS	1	11/24/2021	9.97	.00	9.97	12/10/2021
		1VV1-KWJM-	DVDS & CDS	1	11/24/2021	38.57	.00	38.57	12/10/2021
		1WYH-3FT4-	VIDEO GAMES	1	11/25/2021	365.69	.00	365.69	12/10/2021
		1XK7-C9YG-	BOOKS	1	12/03/2021	11.98	.00	11.98	12/10/2021
		1YPK-3RQG-	PPE - MASKS	1	12/02/2021	36.96	.00	36.96	12/10/2021
Total 17084:						1,988.29	.00	1,988.29	
17128	DOSTALEK, JEFF	JD111721	INCIDENT SUPPLIES	1	11/17/2021	24.32	.00	24.32	11/30/2021
Total 17128:						24.32	.00	24.32	
17140	US BANK VOYAGER FLE	8694160992	PD FUEL	1	12/01/2021	1,613.81	.00	1,613.81	12/10/2021
		8694160992	FIRE/EMS FUEL	2	12/01/2021	1,328.79	.00	1,328.79	12/10/2021
		8694160992	PARKS FUEL	3	12/01/2021	99.26	.00	99.26	12/10/2021
		8694160992	PW FUEL	4	12/01/2021	103.86	.00	103.86	12/10/2021
		8694160992	PW FUEL	5	12/01/2021	207.73	.00	207.73	12/10/2021
		8694160992	PW FUEL	6	12/01/2021	207.73	.00	207.73	12/10/2021
		8694160992	PW FUEL	7	12/01/2021	103.86	.00	103.86	12/10/2021
		8694160992	PW FUEL	8	12/01/2021	311.59	.00	311.59	12/10/2021
		8694160992	PW FUEL	9	12/01/2021	1,142.50	.00	1,142.50	12/10/2021
Total 17140:						5,119.13	.00	5,119.13	
17183	HEARTLAND AG SYSTEM	IF23590	VEHICLE MAINTENANCE	1	11/29/2021	20.32	.00	20.32	12/10/2021
		IF23590	VEHICLE MAINTENANCE	2	11/29/2021	5.55	.00	5.55	12/10/2021
		IF23590	VEHICLE MAINTENANCE	3	11/29/2021	5.55	.00	5.55	12/10/2021
		IF23590	VEHICLE MAINTENANCE	4	11/29/2021	5.55	.00	5.55	12/10/2021
Total 17183:						36.97	.00	36.97	
17187	B&H PHOTO	195508088	SURFACE CHARGER - N	1	11/16/2021	59.91	.00	59.91	12/10/2021
		195665496	REPLACEMENT UPS	1	11/19/2021	1,711.26	.00	1,711.26	12/10/2021
		195672111	UPS BYPASS UNIT	1	11/20/2021	217.94	.00	217.94	12/10/2021
		195701203	WIRELESS MICROPHON	1	11/21/2021	1,599.98	.00	1,599.98	12/10/2021
Total 17187:						3,589.09	.00	3,589.09	
17232	APG OF SOUTHERN WIS	28886-1121	PLAN PUB HEARING - K	1	11/30/2021	79.71	.00	79.71	12/10/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		28886-1121	PLAN PUB HEARING - OR	2	11/30/2021	77.79	.00	77.79	12/10/2021
		28886-1121	TYPE A NOTICE	3	11/30/2021	28.35	.00	28.35	12/10/2021
		28886-1121	VILLAGE BOARD MINUTE	4	11/30/2021	111.17	.00	111.17	12/10/2021
Total 17232:						297.02	.00	297.02	
17318	TDS	112221-PW	PW INTERNET/TV	1	11/22/2021	115.44	.00	115.44	12/03/2021
		112221-PW	PW INTERNET/TV	2	11/22/2021	31.48	.00	31.48	12/03/2021
		112221-PW	PW INTERNET/TV	3	11/22/2021	31.48	.00	31.48	12/03/2021
		112221-PW	PW INTERNET/TV	4	11/22/2021	31.48	.00	31.48	12/03/2021
		112221-VOM	ADMIN PHONE/INTERNE	1	11/22/2021	45.06	.00	45.06	11/30/2021
		112221-VOM	COMM&TECH TV/PHONE	2	11/22/2021	64.19	.00	64.19	11/30/2021
		112221-VOM	FIRE/EMS TV/PHONE/INT	3	11/22/2021	283.95	.00	283.95	11/30/2021
		112221-VOM	PD TV/INTERNET/PHONE	4	11/22/2021	127.79	.00	127.79	11/30/2021
		112221-VOM	PW INTERNET/PHONE	5	11/22/2021	45.07	.00	45.07	11/30/2021
		112221-VOM	OUTREACH INTERNET/P	6	11/22/2021	45.07	.00	45.07	11/30/2021
		112221-VOM	COMMDEV INTERNET/PH	7	11/22/2021	45.07	.00	45.07	11/30/2021
		112221-VOM	WATER INTERNET/PHON	8	11/22/2021	106.62	.00	106.62	11/30/2021
		112221-VOM	SEWER INTERNET/PHON	9	11/22/2021	106.62	.00	106.62	11/30/2021
		112221-VOM	STORMWATER INTERNE	10	11/22/2021	61.85	.00	61.85	11/30/2021
		112221-VOM	LIBRARY INTERNET/PHO	11	11/22/2021	45.07	.00	45.07	11/30/2021
Total 17318:						1,186.24	.00	1,186.24	
17320	PARKITECTURE & PLANN	4-20.010	PICKLEBALL PLAN/DESI	1	12/03/2021	1,163.50	.00	1,163.50	12/10/2021
Total 17320:						1,163.50	.00	1,163.50	
17352	BRAY ASSOCIATES ARC	3488-19	PUBLIC SAFETY CENTER	1	12/06/2021	12,140.00	.00	12,140.00	12/10/2021
Total 17352:						12,140.00	.00	12,140.00	
17362	ELEVITY	IN13535420	COURT	1	11/17/2021	82.21	.00	82.21	12/10/2021
		IN13535420	GEN ADMIN	2	11/17/2021	328.86	.00	328.86	12/10/2021
		IN13535420	POLICE	3	11/17/2021	845.47	.00	845.47	12/10/2021
		IN13535420	FIRE/EMS	4	11/17/2021	360.38	.00	360.38	12/10/2021
		IN13535420	OUTREACH	5	11/17/2021	109.71	.00	109.71	12/10/2021
		IN13535420	COMM DEV	6	11/17/2021	82.21	.00	82.21	12/10/2021
		IN13535420	PUBLIC WORKS	7	11/17/2021	112.10	.00	112.10	12/10/2021
		IN13535420	WATER	8	11/17/2021	44.79	.00	44.79	12/10/2021
		IN13535420	SEWER	9	11/17/2021	44.79	.00	44.79	12/10/2021
		IN13535420	STORMWATER	10	11/17/2021	44.68	.00	44.68	12/10/2021
		IN13535420	EM MGT	11	11/17/2021	27.40	.00	27.40	12/10/2021
		IN13535420	FAMILY FESTIVAL	12	11/17/2021	27.40	.00	27.40	12/10/2021
		IN13535420	SERVER & BACKUP	13	11/17/2021	180.58	.00	180.58	12/10/2021
		IN13535420	SERVER & BACKUP	14	11/17/2021	1,625.23	.00	1,625.23	12/10/2021
		IN13535420	SERVER & BACKUP	15	11/17/2021	601.69	.00	601.69	12/10/2021
		IN13535420	SERVER & BACKUP	16	11/17/2021	602.05	.00	602.05	12/10/2021
		IN13535420	SERVER & BACKUP	17	11/17/2021	602.05	.00	602.05	12/10/2021
Total 17362:						5,721.60	.00	5,721.60	
17426	IDEMIA	125027	MORPHO IDENT TECHN	1	10/31/2019	1,700.00	.00	1,700.00	12/10/2021
Total 17426:						1,700.00	.00	1,700.00	
17428	IGL, LEE	LI120621	UNIFORM ALLOW	1	12/06/2021	350.00	.00	350.00	12/10/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 17428:						350.00	.00	350.00	
17518	WITMER PUBLIC SAFETY	E2128943	STOP/SLOW SIGNS	1	11/27/2021	110.98	.00	110.98	12/10/2021
Total 17518:						110.98	.00	110.98	
17569	MCFARLAND ACE HARD	003197/1	ICE MELT FOR CROSSIN	1	11/12/2021	23.19	.00	23.19	12/10/2021
		003283/1	PW SHOP SUPPLIES	1	11/19/2021	41.91	.00	41.91	12/10/2021
		003283/1	PW SHOP SUPPLIES	2	11/19/2021	41.91	.00	41.91	12/10/2021
		003283/1	PW SHOP SUPPLIES	3	11/19/2021	41.91	.00	41.91	12/10/2021
		003283/1	PW SHOP SUPPLIES	4	11/19/2021	41.91	.00	41.91	12/10/2021
		003283/1	PW SHOP SUPPLIES	5	11/19/2021	41.89	.00	41.89	12/10/2021
		003306/1	MUNICIPAL CENTER BUI	1	11/22/2021	.98	.00	.98	12/10/2021
		003306/1	MUNICIPAL CENTER BUI	2	11/22/2021	.27	.00	.27	12/10/2021
		003306/1	MUNICIPAL CENTER BUI	3	11/22/2021	.27	.00	.27	12/10/2021
		003306/1	MUNICIPAL CENTER BUI	4	11/22/2021	.27	.00	.27	12/10/2021
		003308/1	PW SHOP SUPPLIES	1	11/22/2021	3.10	.00	3.10	12/10/2021
		003308/1	PW SHOP SUPPLIES	2	11/22/2021	3.10	.00	3.10	12/10/2021
		003308/1	PW SHOP SUPPLIES	3	11/22/2021	3.10	.00	3.10	12/10/2021
		003308/1	PW SHOP SUPPLIES	4	11/22/2021	11.38	.00	11.38	12/10/2021
		003309/1	PW SHOP SUPPLIES	1	11/22/2021	.94	.00	.94	12/10/2021
		003309/1	PW SHOP SUPPLIES	2	11/22/2021	.94	.00	.94	12/10/2021
		003309/1	PW SHOP SUPPLIES	3	11/22/2021	.94	.00	.94	12/10/2021
		003309/1	PW SHOP SUPPLIES	4	11/22/2021	3.46	.00	3.46	12/10/2021
		003312/1	PW SHOP SUPPLIES RET	1	11/23/2021	25.89-	.00	25.89-	12/10/2021
		003312/1	PW SHOP SUPPLIES RET	2	11/23/2021	25.89-	.00	25.89-	12/10/2021
		003312/1	PW SHOP SUPPLIES RET	3	11/23/2021	25.89-	.00	25.89-	12/10/2021
		003312/1	PW SHOP SUPPLIES RET	4	11/23/2021	25.89-	.00	25.89-	12/10/2021
		003312/1	PW SHOP SUPPLIES RET	5	11/23/2021	25.93-	.00	25.93-	12/10/2021
		003317/1	PW SHOP SUPPLIES	1	11/23/2021	28.76	.00	28.76	12/10/2021
		003327/1	CEMENT MIXER RENTAL	1	11/24/2021	33.00	.00	33.00	12/10/2021
		003359/1	PARKS SUPPLIES	1	11/29/2021	16.19	.00	16.19	12/10/2021
		003365/1	SHED FOR GENERATOR	1	11/29/2021	9.89	.00	9.89	12/10/2021
		003365/1	SHED FOR GENERATOR	2	11/29/2021	2.70	.00	2.70	12/10/2021
		003365/1	SHED FOR GENERATOR	3	11/29/2021	2.70	.00	2.70	12/10/2021
		003365/1	SHED FOR GENERATOR	4	11/29/2021	2.70	.00	2.70	12/10/2021
		003369/1	PARKS SUPPLIES	1	11/29/2021	14.63	.00	14.63	12/10/2021
		003370/1	PW SHOP SUPPLIES	1	11/29/2021	4.46	.00	4.46	12/10/2021
		003370/1	PW SHOP SUPPLIES	2	11/29/2021	1.21	.00	1.21	12/10/2021
		003370/1	PW SHOP SUPPLIES	3	11/29/2021	1.21	.00	1.21	12/10/2021
		003370/1	PW SHOP SUPPLIES	4	11/29/2021	1.21	.00	1.21	12/10/2021
		003374/1	SHED FOR GENERATOR	1	11/30/2021	4.94	.00	4.94	12/10/2021
		003374/1	SHED FOR GENERATOR	2	11/30/2021	1.35	.00	1.35	12/10/2021
		003374/1	SHED FOR GENERATOR	3	11/30/2021	1.35	.00	1.35	12/10/2021
		003374/1	SHED FOR GENERATOR	4	11/30/2021	1.35	.00	1.35	12/10/2021
		003387/1	CABLE TIE	1	11/30/2021	43.18	.00	43.18	12/10/2021
		003393/1	PW SHOP SUPPLIES	1	12/01/2021	13.63	.00	13.63	12/10/2021
		003393/1	PW SHOP SUPPLIES	2	12/01/2021	13.63	.00	13.63	12/10/2021
		003393/1	PW SHOP SUPPLIES	3	12/01/2021	13.63	.00	13.63	12/10/2021
		003393/1	PW SHOP SUPPLIES	4	12/01/2021	49.95	.00	49.95	12/10/2021
		003395/1	COMMAND HOOKS	1	12/01/2021	3.59	.00	3.59	12/10/2021
		003396/1	ID TAG	1	12/01/2021	8.06	.00	8.06	12/10/2021
		003397/1	PARKS FACILITY MAINT	1	12/01/2021	4.49	.00	4.49	12/10/2021
		003414/1	VEHICLE MAINTENANCE-	1	12/02/2021	4.74	.00	4.74	12/10/2021
		003421/1	MUNICIPAL CENTER BUI	1	12/03/2021	10.78	.00	10.78	12/10/2021
		003421/1	MUNICIPAL CENTER BUI	2	12/03/2021	10.78	.00	10.78	12/10/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		003421/1	MUNICIPAL CENTER BUI	3	12/03/2021	10.78	.00	10.78	12/10/2021
		003421/1	MUNICIPAL CENTER BUI	4	12/03/2021	39.52	.00	39.52	12/10/2021
		003431/1	PARKS SUPPLIES	1	12/03/2021	6.29	.00	6.29	12/10/2021
		003437/1	MASKING TAPE	1	12/04/2021	17.96	.00	17.96	12/10/2021
		003441/1	WREATHS FOR SQUADS	1	12/04/2021	58.46	.00	58.46	12/10/2021
		003458/1	PW SHOP SUPPLIES	1	12/07/2021	1.49	.00	1.49	12/10/2021
		003458/1	PW SHOP SUPPLIES	2	12/07/2021	.40	.00	.40	12/10/2021
		003458/1	PW SHOP SUPPLIES	3	12/07/2021	.40	.00	.40	12/10/2021
		003458/1	PW SHOP SUPPLIES	4	12/07/2021	.40	.00	.40	12/10/2021
		003461/1	PW SHOP SUPPLIES RET	1	12/07/2021	14.84-	.00	14.84-	12/10/2021
		003461/1	PW SHOP SUPPLIES RET	2	12/07/2021	4.05-	.00	4.05-	12/10/2021
		003461/1	PW SHOP SUPPLIES RET	3	12/07/2021	4.05-	.00	4.05-	12/10/2021
		003461/1	PW SHOP SUPPLIES RET	4	12/07/2021	4.04-	.00	4.04-	12/10/2021
		003474/1	BATTERIES	1	12/08/2021	6.29	.00	6.29	12/10/2021
Total 17569:						551.10	.00	551.10	
17588	SPRINGSHARE, LLC	21-A2305	MEETING ROOM SOFTW	1	11/30/2021	1,624.00	.00	1,624.00	12/10/2021
Total 17588:						1,624.00	.00	1,624.00	
17599	QUADIENT LEASING USA	N9143817	POSTAGE MACHINE LEA	1	11/17/2021	458.10	.00	458.10	12/03/2021
Total 17599:						458.10	.00	458.10	
17600	QUADIENT FINANCE USA	112321	POSTAGE	1	11/23/2021	2,000.00	.00	2,000.00	12/03/2021
Total 17600:						2,000.00	.00	2,000.00	
17685	INGRAM LIBRARY SERVI	62747274	BOOKS	1	10/03/2021	453.28	.00	453.28	12/10/2021
		62758838	BOOKS	1	11/15/2021	280.31	.00	280.31	12/10/2021
		62759727	BOOKS	1	11/17/2021	1,401.36	.00	1,401.36	12/10/2021
		62760681	BOOKS	1	11/19/2021	278.55	.00	278.55	12/10/2021
		62761247	BOOKS	1	11/21/2021	278.81	.00	278.81	12/10/2021
		62761650	BOOKS	1	11/22/2021	431.74	.00	431.74	12/10/2021
		62762460	BOOKS	1	11/26/2021	400.60	.00	400.60	12/10/2021
		62763331	BOOKS	1	11/30/2021	282.48	.00	282.48	12/10/2021
		67384349	BOOKS	1	11/16/2021	524.35	.00	524.35	12/10/2021
		67387240	BOOKS	1	11/19/2021	340.85	.00	340.85	12/10/2021
Total 17685:						4,672.33	.00	4,672.33	
17712	HUFFMAN FACILITY DEV	MCF 11 2021	PUBLIC SAFETY CENTER	1	12/03/2021	12,825.00	.00	12,825.00	12/10/2021
Total 17712:						12,825.00	.00	12,825.00	
17764	ALL TRAFFIC SOLUTION	SIN030445	SPEED TRAILER	1	11/12/2021	17,995.00	.00	17,995.00	12/10/2021
Total 17764:						17,995.00	.00	17,995.00	
17772	SCHKIRKIE, GERALD & P	120121	SALT SAVER PROGRAM	1	12/01/2021	200.00	.00	200.00	12/10/2021
Total 17772:						200.00	.00	200.00	
17773	STERKEL, ALANA	120121	SALT SAVER PROGRAM	1	12/01/2021	200.00	.00	200.00	12/10/2021

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 17773:						200.00	.00	200.00	
17774	MUNCH, CAROL	120121	SALT SAVER PROGRAM	1	12/01/2021	200.00	.00	200.00	12/10/2021
Total 17774:						200.00	.00	200.00	
17775	LEVERENTZ, DONNA	120121	REFUND CREDIT ON FIN	1	12/01/2021	18.85	.00	18.85	12/10/2021
Total 17775:						18.85	.00	18.85	
17776	RELIABLE FLOOR CARE	21564	CARPET CLEANING	1	12/06/2021	2,449.74	.00	2,449.74	12/10/2021
Total 17776:						2,449.74	.00	2,449.74	
17777	HORNE, NATHAN	NH112921	TRAINING TEST FEES	1	11/29/2021	80.00	.00	80.00	12/10/2021
Total 17777:						80.00	.00	80.00	
Grand Totals:						242,217.17	.00	242,217.17	

Report Criteria:

Detail report type printed

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
11/20/2021	PC	11/26/2021		BRANDT, STEVEN	380	1,478.51
11/20/2021	CDPT	11/26/2021		FIRE FIGHTERS LOCAL 3	8	143.32
11/20/2021	CDPT	11/26/2021		WI SCTF	5	207.69
12/04/2021	CDPT	12/10/2021		FIRE FIGHTERS LOCAL 3	8	165.53
12/04/2021	CDPT	12/10/2021		WI SCTF	5	207.69
12/04/2021	CDPT	12/10/2021		WPPA TREASURER	6	504.00

PAYROLL RELATED

\$2,704.74

McFarland
SUMMARY SHEET

MEETING DATE: Monday, December 13, 2021

SECTION: Consent Agenda

DEPARTMENT: Administration

CONTACT: Cassandra Suettinger, Village Clerk/Treasurer

AGENDA ITEM: Motion to approve appointing Election Inspectors for the 2022-2023 term.

PREVIOUS ACTION:

ISSUE SUMMARY:

December 31, 2021 marks the end of the current term of Election Inspectors for the Village. WI Statutes 7.30(4)(a) provides that municipalities shall appoint Election Inspectors for a two-year term which begins January 1, 2022 and ends December 31, 2023. Additionally, Wis. Stat 7.30(4)(b)(c) provides that no later than November 30th of each odd year, the two major political parties (generally Democratic and Republican parties) whose candidates for governor or president at the last general election received the largest number of votes at an individual polling place may submit a certified list of Election Inspector nominees to the municipal governing body.

Attached is the proposed nominations for Election Inspectors for the term commencing on January 1, 2022 and ending on December 31, 2023. The list includes both affiliated inspectors nominated on behalf of their parties, and unaffiliated inspectors are nominated to round out the number of inspectors necessary to administer elections..

FINANCIAL/BUDGET IMPACT:

None.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval and appointment.

ATTACHMENTS:

1. Election Inspector Appointments

Election Inspector Appointments

2022-2023 Term

Party Affiliation	Last Name	First Name
Unaffiliated	Allbaugh	Bonnie
Unaffiliated	Backes	Joe
Republican	Bakk	Curtis
Unaffiliated	Bakk	Sandy
Unaffiliated	Berling	Keri
Republican	Butler	Mary
Republican	Campbell	Frederick
Unaffiliated	Cherney	Melissa
Unaffiliated	Choi	Cristina
Unaffiliated	Colby	Jean
Unaffiliated	Cronn	Jane
Republican	Cullen	Terry
Unaffiliated	Daniels	Ellen
Unaffiliated	Dietzel	Jerry
Unaffiliated	Dietzel	Susan
Republican	Doll	Janet
Republican	Doll	Philip
Unaffiliated	Downing	Tammy
Unaffiliated	Ewing Alderman	Brandy
Unaffiliated	Gerick	Patrick
Unaffiliated	Haley	Mary
Republican	Hansen	Mary
Unaffiliated	Haried	Jenny
Unaffiliated	Heaton-Amrhein	Jennifer
Unaffiliated	Heuer	Holly
Republican	Hoffman	Lori
Unaffiliated	Hudack	Allison
Unaffiliated	Johnson	Amy
Unaffiliated	Kirby	Cathy
Unaffiliated	Koerwitz	Kristian
Unaffiliated	Krepski	Sylvia
Unaffiliated	Krusiec	Kathy
Unaffiliated	Kuykendall	Debra
Unaffiliated	Kyser	Ellie
Unaffiliated	Lancaster	Tanya
Unaffiliated	Landphier	Laurina
Unaffiliated	Larson	DeAnn
Unaffiliated	LeFave	Timothy
Unaffiliated	Leonard	Isis
Republican	Lonigro	Amia
Unaffiliated	Macarra	Monica
Unaffiliated	Mack	Beth

Party Affiliation	Last Name	First Name
Unaffiliated	McKay	Jim
Unaffiliated	Morrison	Jenna
Republican	Mullen	Carol
Republican	Mullen	Gerald
Unaffiliated	Newton Tainter	Debbie
Unaffiliated	Nienstedt	Truman
Unaffiliated	O'Malley	Tanya
Unaffiliated	Opsahl	Carla
Unaffiliated	Orvis	Mary
Republican	Patten	Patrick
Unaffiliated	Peters	Scott
Unaffiliated	Peterson	Don
Unaffiliated	Plankers	Robert
Unaffiliated	Plotkin	Sheila
Unaffiliated	Reiter	Amy
Unaffiliated	Reynolds	Michelle
Unaffiliated	Ring	Trevor
Unaffiliated	Robak-Tiboris	Melanie
Unaffiliated	Ruchti	Dennis
Unaffiliated	Ruchti	Lynda
Unaffiliated	Schlender-Adams	Katherine
Unaffiliated	Schrader	Marv
Unaffiliated	Schraml	Monica
Unaffiliated	Sears	Rita
Unaffiliated	Sherman	Rob
Unaffiliated	Sims	Terre
Republican	Smith	Sue
Unaffiliated	Sobol	Mary
Republican	St Onge	Kathleen
Unaffiliated	St. Clair	Russell
Unaffiliated	Staszewski	Carolyn
Unaffiliated	Stolarik	Toni
Republican	Taylor	Herb
Unaffiliated	Thoresen	Erik
Unaffiliated	Vidlak	Nancy
Democrat	Walker	Gail
Unaffiliated	Weber	Dawn
Unaffiliated	Wilcke	Julie
Democrat	Wroblewski	Kelly
Unaffiliated	Wrolstad	Debra
Unaffiliated	Wyatt	Courtney

**VILLAGE OF
McFarland
SUMMARY SHEET**

MEETING DATE: Monday, December 13, 2021

SECTION: Business

DEPARTMENT: Administration

CONTACT: Cassandra Suettinger, Village Clerk/Treasurer

AGENDA ITEM: Motion to approve the extension of Addendum C (Workplace Response Policy) within the Personnel Policy Manual.

PREVIOUS ACTION:

In August of 2021, the Village Board approved the extension of Addendum C - Workplace Policy through December 31, 2021.

ISSUE SUMMARY:

In May of 2020, the Village approved the creation and inclusion of addendum C regarding a workplace policy to the Personnel Policy Manual. The policy provides standards and protocols to help keep Village staff and the public safe during the pandemic. The Village kept the policy in place and let it expire on June 30, 2021 with the pandemic appearing to get better.

In August of 2021, Dane County Public Health instituted an additional health order regarding mask mandates and requiring employers to put in place workplace policies. The policy requires employees to follow all orders from the health department. Additionally, it addresses and outlines policies regarding employee illness, hygiene, cleaning, protective measures, and travel. Recently, those orders were extended through January 3, 2021. Village staff recommend extending the policy through June 30, 2022. With so many unknowns, rising cases and a potential new variant on the horizon, the policy is likely to be necessary for the foreseeable future.

FINANCIAL/BUDGET IMPACT:

N/A

VILLAGE PLAN REFERENCE:

N/A

ORDINANCE REFERENCE:

N/A

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Staff recommends approval of extension of Addendum C - Workplace Policy within the Village's Personnel Manual.



Motion to approve the extension of Addendum C (Workplace Response Policy) within the Personnel Policy Manual.

ATTACHMENTS:

1. Personnel Policy Manual - Addendum C (Work Place Policy) 12132021

ADDENDUM C – COVID-19 WORKPLACE RESPONSE POLICY

C.01 General Purpose

(1) In accordance with guidance and/or orders issued by Public Health Madison & Dane County, State of Wisconsin, and Centers for Disease Control, the Village of McFarland (“Village”) has established the following workplace guidelines applicable to all Employees. As all of us are aware, the COVID-19 Pandemic is an evolving and dynamic situation, so our response to it may change as we and other authorities receive more information and understanding of the disease. The risks of the virus causing COVID-19 and other illnesses should be taken very seriously by all Employees to ensure the safety of themselves, fellow co-workers, and the public at large they serve. The Village will continue to monitor developments and we will update Employees when information changes as soon as we are able to do so and it is also relevant to our organization.

(2) The Village reserves the right to revise, supplement, rescind, or deviate from any of these policies or portion of this Policy from time to time as it deems appropriate, in its sole discretion and absolute discretion, and with or without advance written notice.

C.02 Employee Illness Policy.

(1) **Purpose.** All Employees are responsible for safeguarding the health and safety of others. For this reason, effective immediately, all Village Employees, regardless of position or authority, must comply with the following policy establishing workplace guidelines regarding employee illness.

(2) Policy.

(a) Much as Employees should do before interacting with members of the community in their personal lives, before reporting for work, all Employees will self-monitor for symptoms of illness prior to work arrival. Self-monitoring should include but not be limited to the following COVID-19 related symptoms:

- Cough.
- Shortness of breath or difficulty breathing.
- Fever > 100 F.
- Chills.
- Muscle pain.
- Sore throat.
- New loss of taste or smell.

- Other less common symptoms have been reported include gastrointestinal symptoms like nausea, vomiting, or diarrhea.
- (b) **Employees who have any symptom compatible with potential COVID-19 or Employees who have been exposed to another individual with potential COVID-19 should not and will not be allowed to report to the workplace.** Employees should communicate this to their immediate Supervisor. An employee who reports to the workplace who is ill or exposed to COVID-19 or other contagious illness may cause great harm to coworkers and to the interests of the Village through substantial costs and disruption to operations. The Village provides many employees with paid leave banks to draw from to cover absences from work, and expects all employees to use eligible paid leave banks in a professionally responsible manner consistent with the interests of this policy and eligible uses of such paid leaves. Employees without paid leave may request unpaid leave from the Administrator.
- (c) The Village will follow the Return to Work Guidelines set and updated by the Medical Director as applicable, or other Village designated source, for those Employees who have symptoms compatible with potential COVID-19 or Employees who have been exposed to another individual with potential COVID-19. Current guidelines are attached hereto for reference but subject to change at the discretion of the Medical Director or other designated source.

C.03 Hygiene Policy.

(1) **Purpose.** All Employees are responsible for safeguarding the health and safety of others. For this reason, effective immediately, all Village Employees, regardless of position or authority, must comply with the following personal hygiene policy:

- (a) All Employees will be required to frequently wash hands with soap and warm water as needed and applicable.
- (b) All Employees shall follow proper cough and sneeze etiquette as needed and applicable.

(2) **Policy.**

- (a) **Handwashing.** Employees are responsible for letting their Supervisor know when handwashing supplies or hand sanitizer are needed. Employees will wash their hands with soap and water for at least 20 seconds or use hand sanitizer at times including but not limited to the following:

- At the beginning of each shift and/or workday.

- Between meeting in person with members of the public.
- Before interacting in person with other Employees.
- After touching mask.
- When switching between work tasks.
- After using the restroom.
- Before and after lunch/break.
- After sneezing, coughing, or blowing nose.
- When hands are visibly soiled.
- Prior to leaving work.

(b) **Cough & Sneeze Etiquette.** To help stop the spread of germs, Employees should:

- Cover mouth and nose with a tissue when coughing or sneezing.
- Throw used tissues in the trash.
- Keep tissues at your work station.
- If you don't have a tissue, cough or sneeze into elbow and not hand.

C.04 Cleaning Policy.

(1) **Purpose.** All Employees are responsible for safeguarding the health and safety of others. For this reason, effective immediately, all Village Employees, regardless of position or authority, must comply with the following facility cleaning and hygiene policy.

(2) **Policy.** The Village will direct or provide upon request the following to all Employees:

- (a) The cleaning protocols and frequency of all common areas.
- (b) The proper use of cleaning supplies and safety concerns products used.
- (c) How to clean and disinfect after persons suspected/confirmed to have COVID-19 have been in the facility.
- (d) The cleaning schedule.
- (e) All other information as might be relevant to cleaning.

(3) **Responsibility.**

- (a) **Supervisor.**

- Ensure performance by Employees under facility cleaning and hygiene procedures as needed and applicable.
- Ensure the cleaning frequency of the facility is increased as needed and applicable, including the restrooms.
- Ensure employees are cleaning high-touch surfaces (keypads, pends, counters, etc.) are disinfected multiple times a day, ideally between uses based upon their exposure to the public and/or other Employees.
- Ensure only EPA approved disinfectants effective against COVID-19 are used.
- Ensure Employees are stocking handwash sinks in breakrooms and restrooms with soap and single-use towels.
- Ensure access, where possible, to hand sanitizer for Employee and public use through the facility and within workstations.
- Where possible, provide sanitizer wipes to employees for wiping baskets, door handles, and other frequently touched areas.

(b) Employee.

- Fulfill all cleaning and disinfecting responsibilities assigned to employee.
- Communicate with supervisors regarding cleaning and disinfecting and areas requiring attention.
- Replenishing as they are able to or letting the Supervisor know when cleaning supplies are low.
- Performing cleaning as needed, assigned, or scheduled.
- Using proper disinfecting supplies when applicable.
- Employees should refrain from sharing equipment, tools, vehicles, technology, and/or others similar items. If sharing is necessary, the shared item will be disinfected between users.

C.05 Protective Measure Policy.

(1) **Purpose.** All Employees are responsible for safeguarding the health and safety of others. For this reason, effective immediately, the Village enacts the following policy regarding protective measures applicable to all employees, regardless of position or authority.

(2) Policy.

(a) **Employees** shall be responsible for the following:

- Maintain six feet physical distancing from others whenever possible.
- Wear a face covering as directed by the Employer and obey all applicable Public Health Orders...
- Demonstrate proper use of all personal protective equipment or PPE prior to performing work duties at worksite where applicable.
- Maintain physical distancing and minimize contact between members of the public and other employees.
- Not have any direct person to person contact (i.e., no hand shaking, no high fives, no hugs).
- Refrain from other unnecessary conduct that may enhance chances for transmission of COVID-19 or other contagions.

(b) **Supervisors** shall be responsible for the following:

- Require all employees to follow the directives of the employer regarding PPE recommendations and requirements.
- Limit in-person meetings by using other means of communications such as telephone, Zoom, Skype and email, that are not in person.
- Limit number of employees present on the premises at any given time as appropriate and applicable.
- Limit number of visitors at any given time as applicable and appropriate.
- Spread out workstations so employees can remain six feet apart at all times where practical.
- Stagger break and lunch times, and shift schedules including start and end times.
- Where consistent with the interests of efficient Village operations, permit temporary flexible/remote work schedules to reduce number of employees in the office at any one time.
- Ensure installation of physical barriers such as clear, plastic sneeze shields at reception areas or between workstations.

- Ensure removal of extra chairs and tables in dining area, waiting areas, breakrooms to allow people to remain six feet apart when possible
- Provide tape, chalk or other means of marking floors/ground in high traffic areas to show people where to stand when waiting (e.g. elevators, reception area).
- Ensure the use of tape or other markings on the floor or footprint graphics to show clients and visitors where to stand.
- Consider having visitors wait in their cars for a text or call when it's their turn to enter if needed, allowed, and applicable.
- Post physical distancing signage throughout the premises reminding everyone to practice physical distancing.
- Provide required reasonable accommodations for vulnerable workers or those unable to wear face covering.

C.07 Travel Policy.

(1) **Purpose.** Employees are recommended to consider the consequences of their essential and non-essential travel especially to areas of known Community Spread and areas defined by the Centers for Disease Control to be considered High Risk Locations. If Employees do travel for any reason, then the following will apply upon their return:

(2) **Policy.** Employees are recommended to restrict their non-essential travel especially to areas of known Community Spread and areas defined by the Centers for Disease Control to be considered High Risk Locations. If Employees do travel for any reason, the following will apply upon their return:

- (a) Employees that do travel for any reason should self-monitor upon return in accordance with Section C.02(2)(a) of this policy. Employees with symptoms should not report to work.
- (b) Employees that do travel and were in close contact with someone that was symptomatic or tested positive for COVID-19 will not be allowed to work in accordance with Section C.02(2)(b). The Employee may return to work in accordance with Section C.02(2)(c) of this policy.
- (c) Employees that do travel to an area identified by the CDC or other applicable health department as a high-risk location for COVID-19 transmission must notify the Administrator. The employee may be prohibited from returning to the workplace pending evaluation of the matter by the Village.

C.08 Employee Acknowledgement.

- (1) All Employees of the Village will be provided either an electronic and/or hard copy of this policy.
- (2) All Employees will acknowledge having received, reviewed, and understanding its contents.
- (3) Village will provide additional training, background, and information as needed for Employees upon request.
- (4) Employees understand that compliance with this policy is for their own benefit and the benefit and safety and welfare of coworkers. Violations of this policy may require significant response, including discipline or termination. Careless or willful violations of this policy that jeopardize or present risk to the safety and wellbeing of others or the interests of the Village, as determined by the Administrator or Department Head, require consideration for discharge.

C.09 Expiration of Benefit.

- (1) This policy will expire on March 31, 2022, unless the terms of the current health order are extended by Public Health Madison & Dane County or this policy is extended, modified, or repealed by the Village Board.

C.10 Questions.

- (1) If you have any questions regarding the operation or interpretation of this Policy, please contact the Village Administrator.

VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Monday, December 13, 2021

SECTION: Business

DEPARTMENT: Administration

CONTACT: Cassandra Suettinger, Village Clerk/Treasurer

AGENDA ITEM: Motion to approve the extension of Addendum D (Village Emergency Paid Sick Leave) within the Personnel Policy Manual

PREVIOUS ACTION:

ISSUE SUMMARY:

Because we are recommending extension of Addendum C(Work place Policy), we are also recommending extension of Addendum D(Village Emergency Paid Sick Leave). In December of 2020, the Village created VEPSL time for employees. All employees were provided an additional 40 hours of VEPSL (pro-rated accordingly for part-time employees), that could be used for specific COVID-19 related uses. VEPSL is a benefit the Village wanted to provide employees for both COVID-19 related symptoms/exposures, but also, time that could be used for employees to receive the COVID-19 vaccine and recover from any related side effects that prevented them from coming to work. The extra time has served employees well to navigate the challenges of the pandemic and the requirements of the workplace policy and applicable return to work guidelines.

FINANCIAL/BUDGET IMPACT:

Additional leave time provided to employees for specified purposes contained within policy.

VILLAGE PLAN REFERENCE:

Personnel Policy Manual

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Staff recommends approval of extending Addendum D(Village Emergency Paid Sick Leave) within the Personnel Policy Manual.

Motion to approve the extension of Addendum D (Village Emergency Paid Sick Leave) within the Personnel Policy Manual.

ATTACHMENTS:



1. McFarland Personnel Policy Manual - Addendum D (VEPSL) 08172021

ADDENDUM D – VILLAGE EMERGENCY PAID SICK LEAVE POLICY

B.01 General

(1) In response to the public health crisis created by the pandemic spread of the COVID-19 virus (“coronavirus”), the Families First Coronavirus Response Act (“FFCRA”) was signed into law effective March 18, 2020. As part of the FFCRA, the Emergency Paid Sick Leave Act (“EPSLA”), established paid sick leave entitlement for eligible employees during an absence for qualifying reasons. The EPSLA benefits under the FFCRA expire on December 31, 2020 and EPSLA benefits will no longer be available to employees as of December 31, 2020. However, in recognizing the pandemic is still on going and affecting employees, the Village established this Village provided leave benefit hereafter referred to as Village Emergency Paid Sick Leave (VEPSL) VEPSL benefits will be re-instated on August 19, 2021 and remain in effect until December 31, 2021 unless sooner terminated by the Village.

(2) The Village desires to provide and maintain a safe and healthy workplace and is equally committed to complying with all applicable laws. Accordingly, the Village has established this VEPSL Policy as Addendum D to our Sick Leave policy listed as Chapter 19 within our Personnel Police Manual to provide paid sick leave benefits to eligible employees as it relates to use for qualifying reasons associated with the COVID-19 pandemic and preserving a safe work environment for all employees.. This Policy is intended to provide employees with information regarding this benefit and the leave afforded.

B.02 Employee Eligibility.

(1) Eligible employees may receive VEPSL benefits, regardless of their length of employment with the Village, provided that a qualifying reason for leave exists and is adequately communicated to the Village as soon as practical. VEPSL leave under this Policy is available for immediate use for any of the qualifying reasons identified in Section B.

B.03 Qualifying Reasons for VEPSL Leave.

(1) Employees may use VEPSL leave under this Policy if the employee is unable to work (or telework) due to any of the following reasons:

- (a) The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
- (b) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
- (c) The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis;
- (d) The employee is caring for an individual who is subject to an order or has been advised by a health care provider to self-quarantine;

(e) The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services.

(f) The employee may use up to two hours of leave for purposes of voluntarily receiving the vaccination against COVID-19.

(g) The employee is experiencing symptoms and side effects from being vaccinated against COVID-19 that prevent the employee from performing the functions of his or her job.

Leave available under this Policy may only be used for reasons permitted by this Policy unless otherwise required by law.

B.04 Requesting VEPSL Leave.

(1) Employees may request VEPSL leave under this Policy either orally or in writing, including email. Requests for leave should not be conveyed via voicemail unless circumstances prevent other forms of communication. Requests for VEPSL leave under this Policy should be directed to the employee's immediate Supervisor. All Supervisor's receiving requests for leave under this Policy shall forward a copy of the request to the Village Clerk/Treasurer. An employee seeking such leave should notify the Village or the need for leave as soon as practical after the employee becomes aware of the need for leave but no later than the first workday (or portion of such workday) that the employee receives Leave.

(2) The notice to the Village and request for leave must identify the need for leave as identified in Section B.03(1)(a)-(f) above.

(3) An employee may request leave as follows, or on a designated form prepared by the Village:

"Dear Village Clerk/Treasurer,

I am requesting leave pursuant to the Village Emergency Paid Sick Leave Policy. My need for leave is based on Section B.03(1)(INSERT SPECIFIC PROVISION) as identified in the Policy. I will need leave from _____, 2020 until _____, 2020.

*Sincerely,
Eligible Employee"*

(4) The Village may follow up with an employee requesting such leave to obtain additional information and to advise the employee of other benefits available including FMLA. Eligibility for use of VEPSL may be contingent on the employee providing information requested by the employer and use is only permitted for legitimate purposes identified in this Policy. Any use in violation of this Policy may subject the employee to disciplinary consequence up to and including discharge.

B.05 Duration of VEPSL Leave.

(1) Eligible full-time employees are entitled to 40 hours of VEPSL leave under this Policy. Eligible part-time employees are entitled to a number of hours equal to the number of hours that they work, on average, over a workweek period. If your hours of work are variable, the average weekly hours you

worked over the prior 6 months will be used. Unused leave under this Policy will not carryover and such leave expires no later than December 31, 2021 and may be terminated sooner by the Village. On an employee's separation from employment, any unused paid sick leave under this policy is not paid to the employee as such leave is to be used as leave from work only for the purposes intended by this Policy.

B.06 Compensation During Leave.

- (1) When taking paid sick leave under Sections B.03(1)(a)-(d) and (f) above, employees are entitled to receive their regular rate of pay as compensation during a period of absence.
- (2) When taking VEPSL leave under Sections B.03(1)e)above, employees are entitled to use up to two hours of VEPSL at their regular rate of pay to be vaccinated.

B.07 Effect on Existing Policies.

- (1) This Policy is not intended to replace any existing leave or paid time off policies maintained by the Village. Paid sick leave provided under this Policy is made available to eligible employees in addition to any leave or paid time off benefits provided under any of the Village's existing policies.
- (2) Eligible employees may first use paid sick leave under this Policy for any of the qualifying reasons identified in Section B.03(1) above before using other accrued paid leave which may be available to the employee under any of the Village's existing policies. The Village may require employees to first use other unused and accrued paid time off benefits to which employees may be entitled under other existing policies prior to using VEPSL leave under this Policy.

B.09 Expiration of Benefit.

- (1) The Village Emergency Paid Sick Leave benefits contained within this policy expire no later than December 31, 2021 and may be terminated sooner by the Village.

B.10 Questions.

- (1) If you have any questions regarding the operation or interpretation of this Policy, please contact the Village Administrator.

McFarland
SUMMARY SHEET

MEETING DATE: Monday, December 13, 2021

SECTION: Business

DEPARTMENT: Police

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Motion to approve a Memorandum of Understanding with the Wisconsin Professional Police Association (WPPA) - McFarland Unit regarding 2021 Vacation Carryover.

PREVIOUS ACTION:

The Village Board has previously adopted this agreement on August 10, 2020.

The Union has agreed to the terms of this MOU as of December 1, 2021.

ISSUE SUMMARY:

Included within your packet is a Memorandum of Understanding with the Police Union regarding their ability to carry over earned vacation time. They are operating under a current agreement that expires at the end of 2023. Within this agreement, they have no ability to carry over vacation under the current terms. It is a simple use it or lose it arrangement. They have operated in this manner for several years within many prior agreements. However, this year and the year prior have been more difficult to manage with taking vacation time. This same agreement was adopted in the previous year as a result of the pandemic and the Employee's ability to use their time in 2020. Additionally in 2021 we saw some of the same struggles with the pandemic but also combined with a lot of Staff turnover starting with the Police Chief in the late Fall of 2020, then the Lieutenant (was also Interim Chief) and an Officer in 2021. This created a trickle down affect where additional shifts needed to be filled limiting the availability of time off. The Department is fully Staffed again and its anticipated we'll return to normal to some extent regarding the use of vacation, but this will be further evaluated during the next bargaining session.

As background, Section 9.07 of the Compensation and Benefits Manual (enclosed) allows for carryover of vacation for non-represented employees up to 40 hours. It also provides discretion to the Administrator to extend this if justified. This also applies to represented EMTs who have the same language in their agreement. The intent of entering into this MOU is to allow the represented officers the ability to carry over vacation in what has been a very challenging year to use this benefit. It only applies to the vacation earned in the current year. Additionally, this allows the Village to treat all employees equally and provide for a benefit that the officers have asked for in recognition of how hard its been to use this leave time while still providing service.

FINANCIAL/BUDGET IMPACT:

These are salary employees and its built into the existing operating costs.



VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. WPPA-Village Memorandum of Understanding 12012021
2. Section 9.07 - Carryover

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and among the McFarland Professional Police Association ("MPPA") and the Village of McFarland ("Village"). The parties may be referred to herein collectively as the "Parties."

WHEREAS, the Parties are currently bound by the terms and conditions of an existing Collective Bargaining Agreement ("Agreement") that is effective through December 31, 2023;

WHEREAS, the Agreement is applicable to the sworn Police Officers and Detectives representing the terms of their employment with the Village;

WHEREAS, Article III of the Agreement addresses terms regarding Vacations for MPPA members and presently does not permit for unused vacation at year-end to be carried over to the next year;

WHEREAS, as a result of the novel coronavirus pandemic and staffing shortages within the last year, the use of vacation time has been severely limited with many employees within MPPA not being able to use vacation time as it has been presently allocated according to the Agreement; and

WHEREAS, the Parties wish to enter into this MOU in order to provide members of the MPPA the ability to carry over their vacation in accordance to similar policies provided to non-represented employees and other units of the Village.

NOW, THEREFORE, in consideration of the mutual promises of the Parties herein set forth, it is understood and agreed as follows:

1. Section 3.06 of the Agreement is hereby created to read as follows:

"Section 3.06 Carryover of Vacation Time

- A. An employee is permitted to maintain and carry over to the following calendar year subject to the following:
 1. A maximum of 40 hours of unused vacation may be carried over if earned after January 1, 2021.
 2. Any request for any carry over amount is subject to approval by the Village Administrator upon recommendation of their Department Head. The employee must demonstrate that a concerted effort was made to use the vacation proposed to be carried over. The Village Administrator shall have the discretion to consider requests from employees upon recommendation from their Department Heads to exceed the maximum hours for the carryover of unused vacation.
 3. Because vacation is meant for the employee to have rest and

relaxation and to address personal affairs, earned but unused vacation will not be paid out except at separation from employment."

2. No amendment or modification of this MOU shall be effective unless it is in writing and signed by the authorized agents of the parties.
3. The MOU shall be governed by and construed in accordance with the laws of the State of Wisconsin.
4. The terms of this MOU shall be effective through December 31, 2021.

In witness whereof, the parties hereto have set their hands as of the 13th day of December, 2021.

VILLAGE OF MCFARLAND

By: _____
Carolyn A. Clow
Village President

By: _____
Cassandra Suettinger
Village Clerk/Treasurer

MCFARLAND PROFESSIONAL POLICE ASSOCIATION

By:  _____
Anthony Craft
MPPA President

By:  _____
Luann Alme
WPPA Business Agent

- (2) On January 1 of each year, the employee may be credited in advance with vacation time in accordance with the schedule in Section 9.02 based on the years of service to be completed on the employee's anniversary date during that coming calendar year.
- (3) Current non-represented employees that were at one time represented by a bargaining unit are exceptions to this section and will continue to be credited vacation after the year of accrual.

9.05 Pay-Out or Hold Back of Vacation at Termination

- (1) Although vacation hours are credited in advance under this policy, if an employee's employment ends during the year, the employee will be eligible to receive only the prorated amount of vacation time earned for the part of the year actually worked.
- (2) If a terminating employee has used less than the prorated amount of vacation actually earned for that year at the time of termination, the employee will be paid at the current rate of pay for any unused vacation time that was earned and not used.
- (3) If a terminating employee has used more than the prorated amount of vacation actually earned for that year at the time of termination, the employee will have an appropriate amount withheld from the final paycheck to reimburse the Village for any unearned vacation time that was used. The amount to be withheld will be calculated at the current rate of pay times the number of unearned vacation hours that had been used.

9.06 Exceptions

- (1) No additional vacation hours will be earned for time worked by an employee in excess of the normal work schedule.
- (2) No vacation hours will be earned by an employee during the time that the employee is on a leave of absence without pay, a disciplinary suspension without pay, or is otherwise in a non-compensable status.

9.07 Maximum Annual Carryover of Vacation Time

- (1) An employee is permitted to maintain and carry over to the following calendar year subject to the following:
 - A. A maximum of 80 hours of unused vacation may be carried over if earned prior to December 31, 2017. If the total vacation balance of an employee exceeds 80 hours prior to that time, 100% of the equivalent monetary value of all remaining hours in excess of the allowable maximum will be paid into the employee's VEBA account.
 - B. A maximum of 40 hours of unused vacation may be carried over if earned after January 1, 2018. If the total vacation balance of an employee exceeds

40 after that time, 50% of the equivalent monetary value of all remaining hours in excess of the allowable maximum will be paid into the employee's VEBA account.

- C. Any request for any carry over amount is subject to approval by the Village Administrator upon recommendation of their Department Head. The employee must demonstrate that a concerted effort was made to use the vacation proposed to be carried over. The Village Administrator shall have the discretion to consider requests from employees upon recommendation from their Department Heads to exceed the maximum hours for the carryover of unused vacation.
- D. Because vacation is meant for the employee to have rest and relaxation and to address personal affairs, earned but unused vacation will not be paid out except at separation from employment.

McFarland
SUMMARY SHEET

MEETING DATE: Monday, December 13, 2021

SECTION: Consent Agenda

DEPARTMENT: Public Works

CONTACT: Sayer Larson, Parks Superintendent

AGENDA ITEM: Motion to approve to fill the vacancy for the Parks Crewperson position within the Public Works Department.

PREVIOUS ACTION:

ISSUE SUMMARY:

With the 2022 Budget, the Village Board has approved hiring a second parks crewperson within the Public Works Department. The Village would look to start recruitment for the position in early 2022 in hopes of having an individual hired into the position by April 1, 2022 as provided in the budget.

FINANCIAL/BUDGET IMPACT:

The position classification is not presented to change. The position remains at Grade 4 and will be advertised as such.

VILLAGE PLAN REFERENCE:

[McFarland Compensation and Benefits Manual](#)

[McFarland Personnel Policy Manual](#)

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended to approval to fill the vacancy.

ATTACHMENTS:

1. 05.10.2021 Job Description - Parks Crewperson

Parks Crewperson

POSITION DESCRIPTION

Position Title: Parks Crewperson
Department: Public Works
Reports to: Parks Superintendent

FLSA: Non-exempt
Represented: No
Employment Status: Full Time

POSITION SUMMARY

Distinguishing Characteristics of the Class

This position is responsible for performing a wide variety of unskilled and semi-skilled work associated with the operation and maintenance of parks, conservancies, playgrounds, Park/Village facilities, tree trimming, facility grounds maintenance, streets, and storm sewers. The work includes construction, operation, repair, maintenance, and involves the operation of a variety of different vehicles, machinery and equipment.

Supervision Received

Performs under the general direction and/or supervision of the Parks Superintendent, and designated officers based on assignment, but is expected to exercise some independent judgment in setting work priorities and determining work procedures.

Supervision Exercised

May occasionally exercise responsibilities related to the coordination, training, and communication of work responsibilities and work schedules for Seasonal Employees under the close direction of Supervisor.

DESCRIPTION OF WORK

Essential Duties and Responsibilities

- Maintains Village owned/leased properties turf and landscapes areas including mowing and trimming of grass/weeds; rakes and collects leaves; and trims trees/shrubs.
- Applies herbicides, fertilizers and other turf maintenance products.
- Maintains and cleans Village parks, and recreational facilities, playgrounds/equipment, , and other related areas utilizing proper cleaning methods.
- Maintain Village street and park trees as directed by the Village Forestry Program including trimming, planting, removal, and stump grinding.
- Maintains Village conservancies, natural areas, drainage ways, and other related areas by means of ecological restoration including prescribed burning.

- Maintains Village owned/leased buildings, grounds, and parking lots including plumbing, lighting, painting, staining and HVAC systems.
- Insures the proper maintenance of equipment/tools by cleaning & checking after use.
- Operates a variety of machinery and equipment, including tractors, loaders, bucket truck, commercial mowers, trimmers, pumps, , and related small engine equipment.
- Drives trucks, light utility vehicles of various sizes in the loading, hauling, trailering, and unloading of various equipment and materials including snow and ice removal operations.
- From time to time, may be assigned essential duties and responsibilities of the Public Works Crewperson position by their Supervisor including but not limited to pothole patching, street sign installation, holiday decoration install/take down, utility maintenance, and other related duties.
- Performs other related duties as required.

Equipment Used

A variety of motorized vehicles and equipment, including dump trucks, utility vehicles, and construction equipment, trailers, commercial mowers and trimmers; forestry equipment and chain saws; pumps, compressors, and generators; snow plows and snow blowers; compactor; common hand and power tools; telephone, computer, mobile and portable radio.

Work Environment and Working Conditions

Work is primarily performed Monday through Friday from 7:00 am to 3:30 pm unless otherwise specified by their Supervisor; subject to 24-hour emergency call-in. The unpredictable and essential nature of this position may require work at any time of the day or night, on any day of the week, sometimes with little advance notice. Work is typically performed in a normal shop setting and under uncontrolled field conditions.

While performing the duties of this job, the employee frequently works near moving mechanical parts and in a work environment where the noise level is moderately noisy. The employee regularly works in outside weather conditions and may be exposed to extreme heat or cold, wet and/or humid conditions, or snow and/or ice conditions. The employee is occasionally exposed to fumes and toxic/caustic chemicals. The employee is frequently required to walk, sit, climb, balance, stoop, kneel, crouch, crawl, and smell. While performing the duties of this job, the employee is frequently required to talk, hear, use hands and fingers to handle, feel or operate objects, tools, or controls and reach with hands and arms.

As a CDL holder, the employee is subject to pre-employment reasonable suspicion, post-accident, and random drug and alcohol testing under the Omnibus Transportation Employee Testing Act of 1991.

TECHNICAL REQUIREMENTS

Knowledge of

- * Methods, materials, tools, and equipment used in the construction, operation and maintenance of park facilities.
- * Methods used in the general maintenance of facilities, grounds, parks, recreational facilities, playgrounds, natural areas, and storm water management areas.
- * The operation of commercial turf, forestry and construction equipment and power tools.
- * Occupational hazards and standard safety precautions common to this field of work.
- * The cultural context of interactions with individuals of diverse backgrounds that includes sex, race, religion, creed, color, national origin, age, disability, sexual orientation, ancestry, marital status, arrest or conviction record, military service, or any other legally protected status.

Ability to

- † Operate and care for a variety of vehicles, equipment, hand, and power tools.
- † Perform heavy manual tasks for extended periods of time.
- † Interpret and work from charts, technical manuals, diagrams, and construction plans.
- † Maintain accurate records and complete required reports.
- † Establish and maintain effective working relationships with those contacted in the course of work.
- † Provide good customer service to the general public.
- † Read and follow building drawings, equipment and maintenance manuals, safety, and training materials.
- † Maintain a valid Wisconsin driver's license with applicable CDL endorsements.

GENERAL COMPETENCIES

The employee must use power and hand tools, frequently lift and/or move up to 25 pounds, and occasionally lift and/or move up to 75 pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus. In addition, the employee must be able to satisfy the following competency requirements.

- ◆ ANALYTICAL SKILLS: Identify problems and opportunities; review possible alternative courses of action before selecting one; utilize information resources available when making decisions.
- ◆ COMMUNICATION SKILLS: Communicate ideas and information effectively in both written and oral form.
- ◆ PROBLEM-SOLVING SKILLS: Develop feasible, realistic solutions to problems; recommend actions designed to prevent problems from occurring; refer problems to supervisor when necessary.
- ◆ PLANNING AND ORGANIZATIONAL SKILLS: Establish systematic methods of accomplishing goals.
- ◆ READING ABILITY: Effectively read and understand information contained in memoranda, reports, technical manuals, bulletins and construction plans.
- ◆ ABILITY TO COMPREHEND AND FOLLOW INSTRUCTIONS: Effectively follow verbal or written instructions from supervisor.
- ◆ MATHEMATICAL ABILITY: Calculate basic arithmetic problems (addition, subtraction, multiplication, division) without aid of a calculator.
- ◆ TIME MANAGEMENT SKILLS: Set priorities in order to meet assignment deadlines.

DESIRED QUALIFICATIONS

Graduation from high school or GED equivalency. Five (5) years of related experience in the maintenance of parks and public works or continued education and training in turf maintenance or urban forestry, operation of vehicles and equipment commonly used in this type of work. Any combination of education and experience which in the sole discretion of the Village would demonstrate the Employee's ability to meet the required knowledge, skills, and abilities for the position may be considered. Must possess or be able to obtain within 12 months of employment a valid Wisconsin drivers' license with applicable Commercial Driver's License endorsements and a Wisconsin Pesticide Applicator License.

NOTES

1. The job duties listed herein are intended only as illustrations of the types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.
2. The work environment characteristics and physical demands described herein are representative of those that the employee encounters or must meet while performing the essential functions of this job. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities. The Village is an Equal Opportunity Employer.
3. The job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer as the needs of the employer and requirements of the job change. The Village retains and reserves any and all rights to change, modify, amend, add to, or delete from any section of this position description.

I hereby acknowledge that I have received a copy of and do understand the requirements of this position description with the Village of McFarland.

Dated this ____ day of _____, 20 ____ .

Employee

Supervisor

Created: December 6, 2016

Amended: May 10, 2021

McFarland
SUMMARY SHEET

MEETING DATE: Monday, December 13, 2021

SECTION: Consent Agenda

DEPARTMENT: Outreach

CONTACT: Lori Andersen, Senior Outreach Director, Cassandra Suettinger,
Village Clerk/Treasurer

AGENDA ITEM: Motion to approve a status change for the Nutrition Manager position
from part-time to full-time and updates to the position description.

PREVIOUS ACTION:

The next three items on the consent agenda deal with personnel updates regarding the Senior Outreach Department. There are two catalysts for the proposed changes:

1. Within the 2022 budget, the Board approved the current part-time Nutrition Manager (20 Hours a Week) becoming full-time effective January 1, 2022.
2. On November 22, 2021, the Board accepted the Classification and Compensation Plan from GovHR USA. Within that plan, there are several recommendations to immediately change titles and duties for positions in the various departments. As had been identified in the packet at that time, the plan for these changes is to bring them forward on a department-by-department basis, prioritized for those departments with immediate changes as a result of the 2022 approved budget.

ISSUE SUMMARY:

The next three changes regarding the Nutrition Manager Status/Job Description Change, Community Outreach Specialist Title Update/Job Description Change, and Update to the Organizational Chart complete all of the revisions within the Senior Outreach Department for budgetary purposes and the Compensation & Classification Plan recommendations.

The first change is the status change for the Nutrition Manager position to take it to full-time status. Currently, the position is a 20 hour a week position. Attached is an updated job description reflecting additional essential roles & responsibilities added with the transition. The job description has been condensed from its previous version to be more efficient and the additional duties added to this position regarding the status change are mainly in the following areas:

1. Becoming the host for all food related social gatherings
2. Increased role in nutritional programming
3. Increased role in coordination of volunteers for the meals on wheels and congregate meal site.
4. Increase role in the department newsletter.



FINANCIAL/BUDGET IMPACT:

Transition approved in 2022 Budget.

VILLAGE PLAN REFERENCE:

Personnel Policy Manual

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. 12.13.21 Nutrition Manager

NUTRITION ~~SITE~~ MANAGER

POSITION DESCRIPTION

Position Title: Nutrition Site Manager
Department: Senior Outreach Services
Reports to: Senior Outreach Services Director

FLSA: Non-exempt
Represented: No
Employment Status: ~~Full~~**Part** Time

POSITION SUMMARY

Distinguishing Characteristics of the Class

This position is responsible for coordinating the weekday, mid-day meal programs for the Village of McFarland providing service to both the Village and neighboring communities serving adults age 60 and over. The work involves overseeing the congregate meal sites in both McFarland and Cambridge as well as the home-delivery meal program. The work involves taking meal reservations, placing meal orders with the catering service, setting up the meal site, packaging the meals for home delivery, kitchen clean-up, and arranging rides for participants with a transportation provider. The position also assists with other social events and programming within the Senior Outreach Department.

Supervision Received

Performs under the general supervision of the Director of the McFarland Senior Outreach Services Department.

Supervision Exercised

Gives direction to and coordinates the assignments and work of volunteers who assist with kitchen duties, the serving of meals, and home delivery of meals.

DESCRIPTION OF WORK

Essential Duties and Responsibilities

- Coordinates the food service operations of the congregate meal sites as well as the home delivery meal program including ordering, inventory management and maintenance of supplies and equipment, site setup and clean up/sanitation, packaging and delivery of meals, and appropriate tracking and documentation as outlined by program guidelines.
- Monitors food quality and quantity issues, and reports concerns to the Director of Senior Outreach and Dane County.
- Ensures all food handling is conducted in accordance with all program guidelines and food service sanitary guidelines and requirements.
- Assists with coordination of volunteers to ensure adequate staffing for the congregate meal site and food delivery program including recruitment, training, tracking, reporting and ensuring appropriate certification is maintained.

- Assists with tracking and coordination of transportation requests related to the congregate meal site.
- Accurately records all confidential meal recipient information into the Federal SAMS database on a monthly basis.
- Oversees collection of meal donations including intake and tracking funds in accordance with department policies as well as submittal of reporting to Dane County monthly.
- Serves as lead host and assists with planning of food related social events within the Outreach Department such as coffee hour, picnic, lunch and learns, and other special programming.
- Assists in developing nutrition education for program participants.
- Attends Dane County Nutrition meetings and Village trainings as required.
- Assist in development of the monthly outreach newsletter.
- ~~• Coordinates with catering service regarding the number of meals required, suggestions concerning menus for special events, and food quality issues.~~
- ~~• Sets up the meal site and cleans up site after meal has been served.~~
- ~~• Receives and checks in food from the caterer, and monitors and maintains appropriate food temperatures to insure food quality.~~
- ~~• Greets and welcomes participants.~~
- ~~• Records people who receive a meal.~~
- ~~• Oversees the collection of meal donations (posting of donation sign, assuring privacy).~~
- ~~• Records donation amounts, deposits donations per policy, and submits donation amounts to county on a monthly basis.~~
- ~~• Assists with the recruitment of volunteers to ensure adequate staffing for the congregate meal site and the food delivery program. Finds substitutes as necessary.~~
- ~~• Trains volunteers on appropriate procedures regarding program guidelines and food service operations.~~
- ~~• Supervises kitchen, food handling and portion control.~~
- ~~• Assists participants with food delivery to table, and helps participants with food handling if they are physically unable to do so for themselves.~~
- ~~• Maintains an adequate inventory of meal program supplies, including ordering supplies when necessary, maintaining good storage protocols, and personal shopping for needed items.~~
- ~~• Packages food for home-delivered meals.~~
- ~~• Monitors food quality and quantity, and reports concerns to Dane County and the Director of Senior Outreach.~~

- ~~Attends County Nutrition meetings and training as required.~~
- ~~Takes transportation requests and contacts transportation provider to arrange rides to the meal site.~~
- ~~Attends advisory committee meetings per request to report nutrition program activities and concerns.~~
- ~~Prepares end of the month reports and billing information (billing agencies for their clients' meals).~~
- ~~Makes copies of data at end of the month for SAMS reports.~~
- ~~Decorates meal site and tables.~~
- ~~Oversees student volunteer workers as a part of an intergenerational program.~~
- ~~Gives input for programming around the meal site times.~~
- ~~Informs department staff of observed or reported changes in status of meal site participants.~~
- ~~Updates nutrition forms, including current lists of meal participants, home delivered meal routes, and volunteers/contact information.~~

Equipment Used

Telephone, voice mail, fax machine, copier, calculator, computer, steam table, kitchen appliances (i.e. coffee machine, microwave, dishwasher, stove),-motor vehicle.

Work Environment and Working Conditions

Works in the kitchen and dining area during scheduled meal site times. Works in office for record-keeping, computer and telephoning responsibilities.

TECHNICAL REQUIREMENTS

Knowledge of

Safe Food handling and sanitation protocols and procedures.~~Food handling protocol for the public.~~

- ~~* Sanitation procedures.~~
- * Basic counting and record-keeping of money.
- Working with older and disabled adults.
- ~~* Basic data collection and data entry techniques.~~

- The cultural context of interactions with individuals of diverse backgrounds that includes sex, race, religion, creed, color, national origin, age, disability, sexual orientation, ancestry, marital status, arrest or conviction record, military service, or any other legally protected status

*** ~~General data collection and forms.~~**

Ability to

- † Maintain ~~current~~ food safety certification.
- † Monitor food quality and quantity.
- † Follow good sanitation procedures in handling food and keeping the kitchen clean.
- † Work well with people of all ages and personalities, especially older adults.
- † Train volunteers on meal site responsibilities.
- † Count and record donations and keep effective and accurate records.
- † Set and clean up meal site.
- † Problem solve food quality issues, behavioral, and environmental issues and report as necessary.
- † Decorate tables and site for regular activities and for special occasions.
- † Follow Village, departmental and county policies/procedures.
- † Represent the McFarland Nutrition Program in a positive way to the public.
- † Provide outreach to the community regarding the nutrition program.-
- † Establish and maintain effective working relationships with those contacted in the course of work.
- † Perform ~~simple~~ intermediate computer work.
- † Maintain valid Wisconsin driver's license.

GENERAL COMPETENCIES

In carrying out the duties of this job, the employee is required to accomplish all of the tasks routinely associated with the performance of this position.

The employee must be able to taste and smell; bend, stoop and reach items from cabinet, refrigerator, microwave and closets; and must frequently lift and/or move up to 25 pounds.

In addition, the employee must be able to satisfy the following competency requirements.

- ◆ **ANALYTICAL SKILLS:** Identify problems and opportunities; review possible alternative courses of action before selecting one; utilize information resources available when making decisions.
- ◆ **COMMUNICATION SKILLS:** Communicate ideas and information both in written and oral form.

- ◆ **PROBLEM-SOLVING SKILLS:** Develop feasible, realistic solutions to problems; recommend actions designed to prevent problems from occurring; refer problems to supervisor when necessary.
- ◆ **ORGANIZATIONAL SKILLS:** Establish systematic methods of accomplishing goals.
- ◆ **READING ABILITY:** Effectively read and understand information contained in memoranda, reports, technical manuals, bulletins.
- ◆ **TECHNICAL COMPREHENSION:** Ability to learn, adopt, and apply new technology, computer systems and software programs.
- ◆ **ABILITY TO COMPREHEND AND FOLLOW INSTRUCTIONS:** Effectively follow verbal and written instructions from supervisor.
- ◆ **MATHEMATICAL ABILITY:** Calculate basic arithmetic problems (addition, subtraction, multiplication, division) with the aid of a calculator.
- ◆ **TIME MANAGEMENT SKILLS:** Set priorities in order to meet assignment deadlines.

DESIRED QUALIFICATIONS

High school education; training in the food service industry; ability to obtain food safety certification; 3-5 years of restaurant/food handling experience; experience in coordinating the work of volunteers; experience working with the public, especially with older and/or disabled adults; must possess or be able to obtain a valid WI driver's license; or any equivalent combination of training and experience which provides the required knowledge, skills, and abilities.

NOTES

1. *The job duties listed herein are intended only as illustrations of the types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*
2. *The work environment characteristics and physical demands described herein are representative of those that the employee encounters or must meet while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*
3. *The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.*

I hereby acknowledge that I have received a copy of and do understand the requirements of this position description. Dated this _____ day of _____, 20____.

Employee Signature

Department Head Signature

Revised: 12.13.2021
Village of McFarland

|

McFarland
SUMMARY SHEET

MEETING DATE: Monday, December 13, 2021

SECTION: Consent Agenda

DEPARTMENT: Outreach

CONTACT: Lori Andersen, Senior Outreach Director

AGENDA ITEM: Motion to approve the updated job title and job description for the Community Outreach Specialist position (formerly Case Manager/Volunteer Coordinator) within the Senior Outreach Department.

PREVIOUS ACTION:

On November 22, 2021 the Village Board approved acceptance of the 2021 Compensation and Classification plan from GOVHR.

ISSUE SUMMARY:

With the 2021 Compensation and Classification plan, GOVHR recommended a title change and combining of job descriptions for what was previously the Case Manager/Volunteer Coordinator position. Historically, the position held two titles with two different position descriptions. Logistically, this creates numerous challenges for the person who holds both positions. It also creates challenges regarding the delineation of authority and responsibility for the volunteer coordinator position. The proposed title and job description combine these two positions into one position, as it has been functioning for the last several years, and recognizes the additional outreach responsibilities the position has both within the Senior Outreach Department and as volunteer coordinator for all Village Departments.

FINANCIAL/BUDGET IMPACT:

No classification changes are proposed at this time. Position proposed to remain at grade 5.

VILLAGE PLAN REFERENCE:

2021 Compensation and Classification Plan

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. 12.13.21 Community Outreach Specialist

COMMUNITY OUTREACH SPECIALIST~~SENIOR OUTREACH SERVICES CASE MANAGER~~

POSITION DESCRIPTION

Position Title: ~~Senior Outreach Services Case Manager~~Community Outreach Specialist

FLSA: Non-exempt

Department: Senior Outreach Services

Represented: No

Reports to: Senior Outreach Services Director

Employment Status: Full

~~Time~~Part Time

POSITION SUMMARY

Distinguishing Characteristics of the Class

This position is responsible for providing comprehensive and complex case management services to adults age 60 and over ~~and disabled adults~~. The objective of these services is to assist clients in solving medical, financial, and accessibility problems, thereby helping older ~~and disabled~~ adults to remain independent in their own homes. ~~The programs serve residents of the villages of McFarland, Cambridge, and Rockdale and all or part of the townships of Christiana, Dunn, Pleasant Springs, and Rutland~~We serve McFarland and Cambridge as well as neighboring townships. The work involves: identifying older ~~and disabled~~ individuals that may need access to services; making personal contact to educate and assist eligible adults to make use of available community facilities, services, and resources; creating and maintaining a comprehensive client file; conducting functional assessments; creating case plans; and providing service coordination. Additionally the Community Outreach Specialist provides opportunities for community engagement through events, presentations, volunteer recruitment and media postings.

Supervision Received

Performs under general supervision of the Senior Outreach Services Director, but exercises considerable independent judgement in planning and managing the types of assistance provided to individual clients. May also receive inquiries regarding assistance with volunteer and/or community outreach opportunities from other Village staff members.

Supervision Exercised

None.

DESCRIPTION OF WORK

Essential Duties and Responsibilities

- Provides information and assistance to older ~~and disabled~~ adults, families, and interested parties to make informed choices regarding a wide variety of programs and services, including but not limited to Social Security, SSI, Medicare, Medicaid, Medicare Supplemental Insurance, Homestead Tax Credit, energy assistance, housing, transportation, personal care, foot care, home repair, food pantry, loan closet, Endowment Fund, elder abuse, financial, adult day care, meal sites, home delivered meals, care for caregivers, hospice, and support groups.

- As part of case management services, creates and maintains a comprehensive client file that includes initial and on-going assessments of financial, psychosocial, and personal needs, establishes short and long range goals as part of the client's case plans, records progress toward goals, documents collateral contracts, and closes files when appropriate.
- Makes referrals to appropriate agencies and services when it is indicated by assessments and/or when requests are outside the scope of the department's services.

~~—S~~

- ~~• Makes referrals to Dane County Aging & Disability Resource Center when requests are outside the scope of department's services.~~
- ~~• Informs clients about county, state and federal programs that provide medical and financial help.~~
- ~~• Works with families, interested parties, and social and medical service agencies to determine the types of services that are needed, and educates clients in making informed choices about available resources.~~
- ~~• erve as backup RSVP driver.~~
 - ~~• Is a certified RSVP driver.~~
- Keeps accurate client records and completes monthly reports for the County and the Village.
- Attends required County meetings and staff meetings that provide information and training on programs, services and pertinent issues.
- Performs tasks which may be outside of case management duties, but which support the Outreach Department and community outreach in general.
- Works collaboratively with other outreach organizations and with other Village departments to enhance comprehensive services to seniors.
- Assist in creation of media content and outreach for the Department for the various communication mediums including but not limited to social media, the Outlook, The Lookout, the website and other video information releases.
- Assists with the monthly Senior Outreach Newsletter.
- Responsible for administration of Village Volunteer program including volunteer recruitment, onboarding and initialization, tracking and reporting.
- Assist Village Departments with volunteer related programs and projects including development, planning, and execution of volunteer projects and related events.
- Coordinate Community Service Day.
- ~~• Maintains computer data, records and reports for clients and department.~~

Equipment Used

Personal computer/printer and various software applications, calculator, copy machine, fax machine,

telephone, audio-visual equipment, motor vehicle.

Work Environment and Working Conditions

Works in normal office setting with moderate sound levels. Conducts client home visits which may expose the employee to environments which may not be optimal for health, safety and comfort (examples: hoarding, smoke-filled, odorous, untidy, structurally unsound, etc.).

TECHNICAL REQUIREMENTS

Knowledge of

- * The common service needs of older and disabled adults.
- * The physiological, psychological and social process of aging including mental health and chronic health conditions.
- * Laws, regulations, policies, and procedures applying to older and disabled adults.

~~* Mental health and chronic health conditions.~~

- * Resources that may be used by older and disabled adults including Medicare Part D regulations.
- The cultural context of interactions with individuals of diverse backgrounds that includes sex, race, religion, creed, color, national origin, age, disability, sexual orientation, ancestry, marital status, arrest or conviction record, military service, or any other legally protected status

~~* Medicare Part D regulations.~~

Ability to

- † Interpret and apply laws, regulations, policies, and procedures to the situations of individual clients and educate clients and interested parties in making informed choices of available resources.
- † Interact effectively and empathetically with older and disabled adults.
- † Perform face-to-face client assessments.
- † Develop, implement, and evaluate a care plan that addresses the client's needs based on his/her values and personal strengths.
- † Maintain comprehensive and current care notes.
- † Work with little supervision, exercise sound, ethical judgment, and maintain confidentiality.
- † Listen carefully and communicate effectively in oral and written form.
- † Establish and maintain effective working relationships with those contacted in the course of work.
- † Perform computer work of moderate difficulty.

† Maintain a valid Wisconsin driver's license and provide personal transportation (as needed).

† Maintain NASW standards in accordance with AAA expectations, which includes continuing education.

GENERAL COMPETENCIES

In carrying out the duties of this job, the employee is required to accomplish all of the physical and mental tasks routinely associated with the performance of office type functions.

In addition, the employee must be able to satisfy the following competency requirements.

- ◆ ANALYTICAL SKILLS: Identify problems and opportunities; review possible alternative courses of action before selecting one; utilize information resources available when making decisions.
- ◆ COMMUNICATION SKILLS: Communicate ideas and information both in written and oral form.
- ◆ CRITICAL THINKING SKILLS: Develop feasible, realistic solutions to problems; recommend actions designed to prevent problems from occurring, refer problems to supervisor when necessary.
- ◆ PROBLEM-SOLVING SKILLS: Develop feasible, realistic solutions to problems; recommend actions designed to prevent problems from occurring; refer problems to supervisor when necessary.
- ◆ PLANNING AND ORGANIZATIONAL SKILLS: Develop long-range plans to solve complex problems or take advantage of opportunities; establish systematic methods of accomplishing goals.
- ◆ READING ABILITY: Effectively read and understand information contained in memoranda, reports, technical manuals, bulletins.
- ◆ TECHNICAL COMPREHENSION: Ability to learn, adopt, and apply new technology, computer systems and software programs.
- ◆ ABILITY TO COMPREHEND AND FOLLOW INSTRUCTIONS: Effectively follow verbal and written instructions from supervisor.
- ◆ MATHEMATICAL ABILITY: Calculate basic arithmetic problems (addition, subtraction, multiplication, division).
- ◆ TIME MANAGEMENT SKILLS: Set priorities in order to meet assignment deadlines.

DESIRED QUALIFICATIONS

An Associate degree in a human service field; three (3) years experience working with older and disabled adults; previous case management, or social work experience highly desirable; or an equivalent combination of training and experience which provides the required knowledge, skills, and abilities. -Must possess or be able to obtain a valid WI driver's license.

Updated
~~01.04.16~~12.13.21

Village of McFarland

NOTES

1. *The job duties listed herein are intended only as illustrations of the types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*
2. *The work environment characteristics and physical demands described herein are representative of those that the employee encounters or must meet while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*
3. *The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.*

I hereby acknowledge that I have received a copy of and do understand the requirements of this position description. Dated this _____ day of _____, 20____.

Employee Signature

Department Head Signature

VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Monday, December 13, 2021

SECTION: Consent Agenda

DEPARTMENT: Outreach

CONTACT: Lori Andersen, Senior Outreach Director

AGENDA ITEM: Motion to approve revision to the Organizational Chart for the Senior Outreach Department.

PREVIOUS ACTION:

ISSUE SUMMARY:

With the revisions to the status of the Nutrition Manager and the title update for the Community Outreach Specialist, it is also necessary to update the organizational chart for the updates.

FINANCIAL/BUDGET IMPACT:

No financial impact.

VILLAGE PLAN REFERENCE:

Personnel Policy Manual 3.02(1) - The Village Board will be responsible for: (a) approving the Departmental Tables of Organization as set forth in the adopted version of the annual budget.

ORDINANCE REFERENCE:

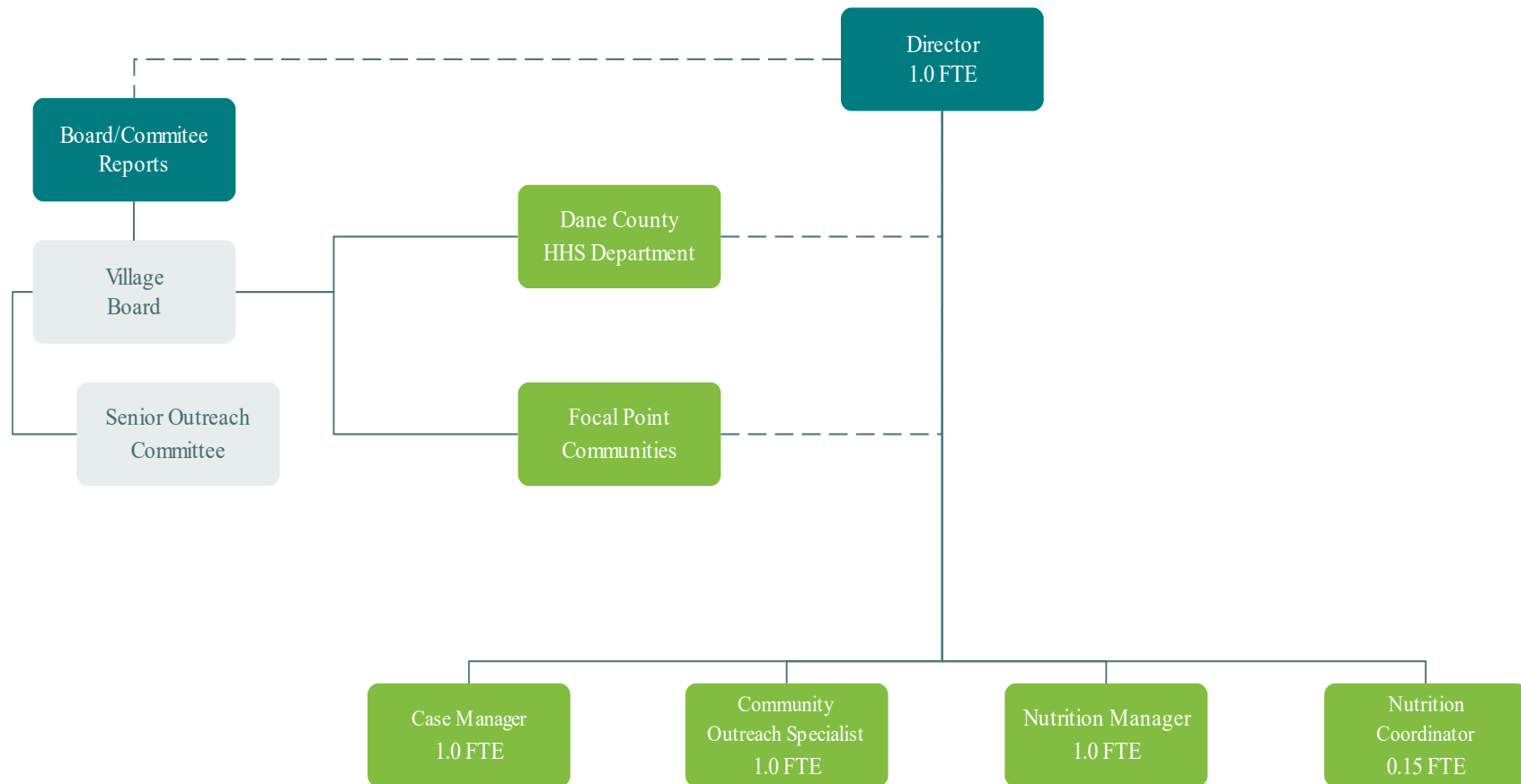
None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. Senior Outreach Organizational Chart - 12.13.21





Walgreen Co.
Corporate Office
300 Wilmot Road, MS 3215
Deerfield, IL 60015
www.walgreens.com

September 30, 2021

McFarland, WI Village Administration
Attn: Tanya O'Malley
5915 Milwaukee St
McFarland, WI 53558

Re: Appointment of Store Manager as Designated Agent for Alcohol Beverage License

Location: Walgreens #10554
4605 Larson Beach Rd.
McFarland, WI 53558-9484

To Whom It May Concern:

Please accept this letter as notification of the appointment of Aimee Strebig, Store Manager as the new Designated Agent of Walgreens #10554 as of September 29, 2021.

If you have any questions, please feel free to contact Samuel Hoelker at samuel.hoelker@walgreens.com or 217-709-2230

Sincerely,

Samuel Hoelker
License Specialist
300 Wilmot Rd. 2nd Floor MS3215
Deerfield, IL 60015

Appointment of Successor Agent – Retail Licenses

Submit this form to your licensing authority with a \$10 processing fee.

If there is a change in agent, each club, corporation, or limited liability company that holds a retail license to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent and have the appointment approved by the licensing authority pursuant to sec. 125.04(6), Wis. Stats. The following questions must be answered by the agent, and the appointment must be signed by an officer of the corporation/organization or one member of the limited liability company (only one signature is required).

Section 1: Licensee Information and Acknowledgement

Licensee Name

Walgreen Co. dba Walgreens #10554

Reason for Cancellation of Appointed Agent

Agent no longer at store

The undersigned appoints Aimee Streb as
agent in accordance with sec. 125.04(6), Wis. Stats.

Signature of President / Member

Date

Section 2: Agent Information and Acknowledgement

Agent Name

Aimee Streb

Mailing Address

4605 Larson Beach Rd

City or Post Office

McFarland

State

WI

Zip Code

53558

Agent Questions

Yes No

- | | | |
|---|-------------------------------------|-------------------------------------|
| 1. Are you of legal drinking age? | ☒ | ☐ |
| 2. Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent? | ☒ | ☐ |
| 3. Have you ever been convicted of a federal law violation? | ☐ | ☒ |
| 4. Have you ever been convicted of a state law violation? | ☐ | ☒ |
| 5. Have you ever been convicted of a local ordinance violation? | ☐ | ☒ |
| 6. Have you completed the required responsible beverage server training course per sec. 125.04(5)(a)5, Wis. Stats.? ... | ☒ | ☐ |

UNDER PENALTY OF LAW, I declare that my answers above are true and correct to the best of my knowledge and belief.

I hereby accept appointment as agent for Walgreens #10554 and
assume full responsibility of the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Signature of Agent

10/21/2021

Date

Section 3: Licensing Authority Approval

Municipality Name

Village of McFarland

Signature of Official

Date

Title of Official

VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Monday, December 13, 2021

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action regarding Resolution 2021-25: A Resolution Authorizing the Village President and Clerk-Treasurer to Execute a Real Estate Acquisition and Development Agreement with Waubesa Village, LLC, for Waubesa Village Phases 1-4, including 4902 & 4908 Terminal Drive and 4604, 4606, and 4608 Siggelkow Road, located within Tax Increment District #3.

PREVIOUS ACTION:

2006, Village acquisition of 4902 Terminal Drive

June 22, 2015 Village Board approval of Planned Development District General Plan Phase I-III and Detailed Plan Phase I.

2015 TIF Development Agreement for Waubesa Village Phase 1.

July 17, 2017 Plan Commission approval of Planned Development District Detailed Plan Phase II.

2017 TIF Development Agreement for Waubesa Village Phase 2.

July 20, 2020 Plan Commission approval of Planned Development District Detailed Plan Phase III.

2020 Amendment to TIF Development Agreement for Waubesa Village Phase 2.

April 7, 2021 Pre-Application meeting with CDA.

April 19, 2021 Pre-Application meeting with Plan Commission.

June 2, 2021, CDA review of TIF Development Incentives Application (action postponed)

June 21, 2021, Plan Commission held public hearings on proposed PUD rezone, Ordinance 2021-07, and Certified Survey Map to combine 4902 & 4908 Terminal Drive with existing Waubesa Village lot.

July 7, 2021, CDA unanimously recommended a TIF Development Incentives Application to the Village Board

July 19, 2021, Plan Commission motion to recommend Ordinance 2021-07 failed on a vote of 3-3.

July 19, 2021, Plan Commission postpones action on Certified Survey Map request.

July 26, 2021, Village Board approval of Ordinance 2021-07.

July 26, 2021, Village Board motion to approve the CDA recommended TIF Development Incentive Application failed on a vote of 3-3.

October 6, 2021, CDA unanimously recommended a revised TIF Development Incentives Application.

October 6, 2021, Village Board approval of the revised TIF Development Incentives Application.



December 1, 2021, CDA unanimously recommended Resolution 2021-25.

ISSUE SUMMARY:

At its October 6, 2021 joint meeting with the Village Board, the CDA unanimously recommended a Tax Increment Financing Development Incentive Application from Waubesa Village LLC for 4902 & 4908 Terminal Drive, Waubesa Village Phase 4. The CDA's recommendation included 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). At the same October 6, 2021 joint meeting, the Village Board approved the CDA's recommendation conditioned on review and approval of a Real Estate Acquisition and Development Agreement by the Village Board. The packet includes the Real Estate Acquisition and Development Agreement prepared by the Village Attorney. Note, this Agreement consolidates the prior development agreements for Phase 1 (approved 10.23.2015, amended 12.14.2015) and Phase 2 (approved 9.25.17, amended 8.12.2020) into one Agreement for the entire development, Phases 1-4. The Agreement includes a Developer obligation to provide an assessment guarantee on Improvement Assessment Value of \$11,600,000 (\$4.3M Phase 1 + \$3.8M Phase 2 + \$3.5M Phase 4). The \$11.6M assessment guarantee is effective with the January 1, 2023 property assessment and does not include taxable Land Assessment Value, which provides additional taxable revenue to TID #3. Note, that the Promissory Note (Exhibit E) is the current estimate and will be updated prior to closing. Similarly, Exhibit A (Proposed Certified Survey Map) and Exhibit C (General Development Plan), will be updated prior to closing to include the final conditions of approval from the December 20, 2021 Plan Commission meeting (Exhibit A) and July 26, 2021 Village Board meeting (Exhibit C) as necessary.

FINANCIAL/BUDGET IMPACT:

The Financial and Budget Impacts on TID #3 from the proposed project were reviewed as part of the [October 6, 2021 joint CDA and Village Board meeting packet](#). Phase 4 is estimated to generate \$69,373 in additional tax increment to TID #3 beginning in the year 2024, and \$277,492 in tax increment through year 2027. In addition, depending on the date on which the Village Board adopts the resolution to terminate TID #3, an additional year of tax increment collection may be obtained in year 2028, bringing the total tax increment collected to \$346,865, which exceeds both the requested TIF Loan at Occupancy (\$226,500) and the total value of all TID incentives (\$323,755). In addition to generating tax increment revenue for TID #3, Phase 4 will also generate general revenues to the Village through the collection of building permit and impact fees. The Applicant would pay the following impact fees based on current 2021 rates:

Park Land Impact Fees (Fees in Lieu of Parkland Dedication): \$2,755.26 x 27 Units = \$74,392.02

Park Improvement Impact Fees: \$990.38 x 27 Units = \$26,740.26

Library Impact Fees: \$431.00 x 27 Units = \$11,637.00

VILLAGE PLAN REFERENCE:

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



- TIF District #3 (adopted 2004).
- Terminal and Triangle District Plan (adopted 2005), specifically the Mixed-Use Lakeview Village Subdistrict. Preferred land uses include mixed-use buildings & sites, office & residential, neighborhood & lake-oriented retail, higher profile buildings, and under-building parking. Map 2 and 6 of the TTDP conceptualized potential office development in the area of Phases 2-4. This was premised, in-part on a potential future transit station adjacent to Brandt Park, which is unlikely to materialize. In the Director's opinion, office and mixed-use buildings (similar to Waubesa Village Phase 1) are more likely to materialize at the intersection of Terminal Drive and Siggelkow Road. The market potential/compatibility for office or commercial development on 4902 & 4908 Terminal Drive seems questionable at this time. Appendix B of the plan includes a Summary of Site and Building Design Standards applicable to the Mixed-Use Lakeview Village Subdistrict, which were reviewed as part of the approval of Ordinance 2021-07.
- Redevelopment District No. 1 (adopted 2010), specifically within the Mixed Use Commercial/Residential Subdistrict. Page 20 of the plan notes "the south end of Terminal Drive could include mixed use residential with minor commercial."
- Comprehensive Plan (adopted 2017). This plan identifies the property for future Mixed Use/Flex Commercial. Figure 4.1 of the plan, identifies the General Description of Land Uses Allowed includes a carefully designed blend or option of commercial services, retail, office, business park, multiple family residential, and/or institutional land uses, including mixed use sites and/or buildings. Compared to the Neighborhood future land use category, Mixed Use/Flex Commercial areas typically are denser, include some non-residential component, and do not typically include single family housing. All uses served by public sewer and water systems. Page 33 of Volume Two further describes that "in these spots, the actual future land use is less critical than in success in land use transitions and in managing impacts on surrounding land uses." Typical Implementing Zoning Districts includes the PD Planned Development District. General Land Use Policy #5 also states to actively promote infill development and redevelopment where opportunities present themselves, particularly for underutilized properties along Terminal Drive.

ORDINANCE REFERENCE:

Sec. 62.67, PD Planned Development District

Sec. 62-73, Terminal and Triangle Design Overlay Zoning District

Sec. 62-310, Site/Design Review

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommend approval of Resolution 2021-25: A Real Estate Acquisition and Development Agreement with Waubesa Village LLC, for Waubesa Village Phases 1-4, by the Village Board.

ATTACHMENTS:

1. 2021-25 Resolution Approving Waubesa Village LLC Development Agreement
2. Waubesa Village Phase IV Acquisition and Development Agreement (12.02.21)

RESOLUTION 2021-25

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

WHEREAS, Waubesa Village, LLC has proposed to purchase a parcel of land owned by the Village at 4902 Terminal Drive in the Village and within the boundaries of Tax Incremental District No. 3, Village of McFarland (“TID #3”) for the construction and operation of a 27-unit multi-family residential building; and

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

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

WHEREAS, the Village Board finds that the sale of the land and the provision of tax incremental financing assistance on the terms and conditions contained in the agreement will expand the Village's tax base, improve the conditions in and around the property and promote the economic development of the Village, all as intended by the project plan for TID #3 and the proposed agreement is in the public interest; and

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

BE IT FURTHER RESOLVED, that prior to executing the Agreement, the Clerk-Treasurer shall update the principal amount stated in Exhibit E of the Agreement to an amount that equals the current outstanding balance due from the Developer to the Village under the Phase 1 and Phase 2 Agreements (as defined in Exhibit A hereto) as of the date of the Developer's signature, plus an additional \$323,775 as provided in Section IV.C(3) of the Agreement, and the Village Community Development Director shall insert dates for closing and pre-closing activities in Article II of the Agreement as mutually agreed upon with the Developer.

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

Adopted at a regular meeting of the Village Board this 20th day of December, 2021.

APPROVED:

ATTEST:

Carolyn A. Clow, Village President

Cassandra Suettinger, Clerk-Treasurer

RESOLUTION # 2021-25	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Brassington –	Rupert -
Clow -	St. Clair -
Flaherty -	Wreh -
Nelson -	
VOTING RESULTS	
Motion Carried	
Motion Defeated:	

REAL ESTATE ACQUISITION AND DEVELOPMENT AGREEMENT
McFARLAND, WISCONSIN
WAUBESA VILLAGE, LLC – PHASE 4

This Real Estate Acquisition and Development Agreement ("Agreement") is entered into as of the ____ day of December 2021, by and between the Village of McFarland, a Wisconsin municipal corporation ("Village"), whose principal address is 5915 Milwaukee Street, McFarland, WI 53558, and Waubesa Village, LLC, a Wisconsin limited liability company, whose principal address is 4604 Siggelkow Road, Suite A, McFarland, WI 53558 ("Developer").

WHEREAS, the Village owns certain land located at 4902 Terminal Drive, McFarland, WI and legally described as Lot One (1), Certified Survey Map No. 7449 recorded in the Office of the Register of Deeds for Dane County, Wisconsin in Volume 38 of Certified Survey Maps, Page 214, as Document No. 2602577, located in the Village of McFarland, Dane County, Wisconsin (the "Property"), which it is holding for purposes of redevelopment; and

WHEREAS, the Developer owns lands immediately to the west of the Property which it has previously developed as a residential apartment complex known as Phases 1 through 3 of Waubesa Village; and

WHEREAS, Developer desires to acquire the Property along with the adjacent lot located at 4908 Terminal Drive, McFarland, WI and combine those two lots with the existing Waubesa Village property in the manner depicted in the proposed certified survey map attached hereto as **Exhibit A** (said 3 parcels when combined referred to herein as the "Development Site") and to construct an additional 27-unit apartment complex and related site improvements; and

WHEREAS, the Village is willing to convey the Property to Developer, and to assist Developer by providing funding to defray a portion of the costs of the development of the Project (as defined below) on the Development Site consistent with the terms and conditions of this Agreement; and

WHEREAS, the Development Site is located within the boundaries of Tax Incremental District No. 3, Village of McFarland ("TID #3"), which was created to encourage redevelopment within the Village; and

WHEREAS, the Development Site has been identified as appropriate for mixed-use commercial/residential development in the Village's Comprehensive Plan (Master Plan), adopted August 28, 2017 and was previously identified as a redevelopment site appropriate for such uses in the Village's Project Plan for Redevelopment District No. 1 adopted July 12, 2010; and

WHEREAS, the Development Site is also located within the area of the Terminal and Triangle District Neighborhood Plan, and is specifically within the Mixed Use Lakeview Village area of said plan, as adopted by the Village Board on September 8, 2005, and the Development is consistent with the goals for this Site expressed by the Terminal and Triangle District Neighborhood Plan; and

EXHIBIT A
Resolution 2021-25

WHEREAS, the Village desires to encourage economic development and redevelopment, expand its tax base, and to create new jobs within the Village and TID No. 3; and

WHEREAS, as an inducement to Developer to undertake the Development on the Development Site and, in order to achieve the objectives of TID No. 3, the Village intends to provide economic development assistance to Developer to provide for the gap between the Developer's available and borrowed funds and the cost of the Development, in accordance with this Agreement; and

WHEREAS, in connection with the development of Phase 1 of Waubesa Village, the Village and Developer entered into an "Agreement to Undertake Development by and between the Village of McFarland and Waubesa Village, LLC" dated October 23, 2015 (the "Phase 1 Agreement") which provided for certain development assistance to the Developer and an obligation on the part of Developer to repay that assistance, which agreement was subsequently amended on December 14, 2015; and

WHEREAS, in connection with the development of Phase 2 of Waubesa Village, the Village and Developer entered into an "Agreement to Undertake Development by and between the Village of McFarland and Waubesa Village, LLC" dated September 25, 2017 (the "Phase 2 Agreement") which provided for certain additional development assistance to the Developer and an obligation on the part of Developer to repay that assistance; and

WHEREAS, the parties desire to define the terms and conditions of the development assistance to be provided for Phase 4, and to coordinate and consolidate such provisions with the terms of the Phase 1 Agreement and Phase 2 Agreement in a single agreement;

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

ARTICLE I DEFINITIONS/EXHIBITS

- A. Definitions. As used in this Agreement, the following terms when having an initial capital letter shall have the following meanings:
1. Agreement. This Agreement between the Village, Developer, as amended and supplemented from time to time.
 2. Assessed Value. The assessed value as determined under Wis. Stats. §70.32(1) .
 3. Plans and Specifications. The construction plans and specifications for the Project, as approved by the Village in connection with the redevelopment of the Development Site and the issuance of building permits for the Project including, but not limited to, building plans, the General Development Plan attached hereto as **Exhibit C**, all Detailed Implementation Plans on file with the Village for all phases of development on the Development Site, approved site plans and other applicable governmental land use and development regulations.

4. Project. The development of a 27-unit, 3-story apartment building containing approximately 11,300ft² of total space with those features and amenities identified in **Exhibit B** and the Plans and Specifications on the Development Site in the location depicted as "Phase 4" on **Exhibit C**, said location consisting of what is currently the Property and the lot to the immediate south of the Property.
5. Tax Increment Law. Wis. Stats. §66.1105, as may be amended from time to time, as such amendments may apply to TID #3.
6. Tax Increments. The tax increments derived from the improvements constructed on the Development Site which have been received and retained by the Village in accordance with the provisions of the Tax Increment Law.
7. TID #3. Tax Incremental District No. 3, Village of McFarland, Wisconsin.

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

Exhibit A	Proposed Certified Survey Map
Exhibit B	TIF Application
Exhibit C	General Development Plan
Exhibit D	Personal Guaranty
Exhibit E	Promissory Note
Exhibit F	Real Estate Mortgage

ARTICLE II CONVEYANCE OF REAL ESTATE

A. Sale and Purchase of Property. On the terms set forth in this Agreement, the Village agrees to sell, and Developer agrees to purchase from the Village, the Property.

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

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

D. Closing. The closing of this transaction ("Closing") shall take place on or before _____, 2021 ("Closing Date"), at the Madison, Wisconsin office of First American Title Insurance Company, or at such other time and place as may be agreed to by the parties in writing. The Village shall pay the Wisconsin Real Estate Transfer Fee, if any, applicable to the conveyance of the Property to Developer at the time of closing.

E. Evidence of Title.

- (1) On or before _____, 2021, the Village will provide Developer with a commitment for a policy of title insurance (the "Commitment") issued by First American Title Insurance Company ("Title Company"), showing the condition of title to the Property as of a date not more than fifteen days prior to the effective date of the Commitment.
- (2) Developer shall have until _____, 2021 in which to provide the Village with written notice of any objections ("Objection Notice") to matters of title reflected in the Commitment.
- (3) Village shall have fifteen (15) days after the receipt of an Objection Notice from Developer (the "Cure Period") in which to cure or remove such objectionable items. Village shall be obligated to remove any mortgages, liens, special assessments and special charges encumbering the Property prior to or upon Closing, and to use commercially reasonable efforts to cure or remove other objectionable items within the Cure Period, provided, however, that the Village shall have no obligation to attempt to vacate or remove any public highways or utility easements affecting the Property. If such other objectionable items remain at the end of the Cure Period, the Closing date shall be postponed for 7 days to allow for Developer's selection of the following options: (i) Developer may terminate this Agreement by written notice to the Village delivered within three (3) business days after the expiration of the Cure Period or (ii) Developer may waive its objection(s) and accept title in the condition reflected in the Commitment, including such previously objected to matters as the Village was unable to cure, in which case such waived objection(s) shall be considered additional Permitted Encumbrances and exceptions to the deed by which conveyance of the Property is made and the Village's warranty of title.
- (4) Costs of title insurance in the amount of the purchase price, including, without limitation, the Commitment, search and related fees, closing fees and title policy premium (including a gap endorsement) and related charges shall be paid by the Village.

F. Contingencies. Developer's obligation to conclude this transaction shall be contingent on the following:

- (1) *Warranties True at Closing.* All of the Village's warranties and representations in this Agreement shall be true, complete and correct as of Closing.
- (2) *Compliance with Agreements.* Village shall have performed and complied with all agreements and conditions required in this Agreement to be performed and complied with by Village prior to or at the Closing.

G. Possession and Access. Village shall deliver possession of the Property to Developer on the Closing Date. Village hereby grants to Developer, for itself and its agents and contractors, a right of access to the Property at reasonable times after execution of this Agreement and prior to Closing to make inspections, tests and surveys as determined by Developer, at Developer's expense. Developer shall indemnify and hold Village, harmless from any and all liability for injury or damage to persons or property arising out of Developer's exercise of the rights granted under this Section II.G. except to the extent caused by the active negligence or misconduct of Village and, in the event this transaction fails to close for any reason whatsoever, Developer shall restore the Property, to the extent practicable, to the condition it was in immediately prior to the exercise of such rights. Developer shall assure that all contractors and other parties performing any testing or other activities on, or related to, the Property on Developer's behalf are timely paid and that no lien attaches to the Property as a result of any such activities, and shall take all actions necessary to satisfy or remove any lien which so attaches.

H. Real Estate Broker. The Village shall be solely responsible for payment of any commission or fee to any real estate agent or broker retained by the Village payable as a result of this transaction, and Developer shall be solely responsible for payment of any commission or fee to any broker or agent retained by Developer.

I. Representation of Village. Village represents and warrants to Developer, and covenants with Developer that:

- (1) *Authority to Act.* The Village has all requisite power and authority to enter into this transaction, to execute, deliver and perform this Agreement, to execute and deliver the Deed and each and every other instrument required by this Agreement and otherwise to consummate the transaction herein contemplated. Neither the execution, delivery nor performance of this Agreement by Village will result in the breach of any charter, contract, restriction, covenant or agreement, or order, judgment or decree by which Village is bound or affected.
- (2) *Authority of Signatories.* Each individual signing on behalf of the Village is duly authorized, in the capacity indicated in the signature blocks forming a part of this Agreement, to sign this Agreement on behalf of Village, and such signatures are sufficient to bind the Village hereto.
- (3) *Condemnation.* The Village has no notice or knowledge of any proceeding pending for condemnation or other taking by eminent domain of the Property or any part thereof, and, to the knowledge of Village, no such proceeding is threatened.
- (4) *Bankruptcy and Foreclosure.* Neither the Property nor Village is the subject of any legal proceedings in foreclosure, reorganization, assignment for the benefit of creditors, receivership, bankruptcy or insolvency.
- (5) *Litigation.* Village has no notice or knowledge of any claims, legal actions, suits, arbitrations, or other legal or administrative proceedings against Village or the

Property pending or threatened, which will in any way affect the Property or the consummation of this transaction;

- (6) *Condition of Soil.* The Village has no notice or knowledge that the sub-surface condition of the Property is unsuitable for construction of the proposed Project, or that there are unusual sub-surface conditions at the Property which would render the construction of such Project unusually difficult or expensive.
- (7) *Violations of law.* The Village has no notice or knowledge of any violations of any laws, ordinances, orders or regulations issued by public authorities pertaining to health, safety, fire or otherwise affecting or pertaining to the Property; and Village has no notice or knowledge of any pending investigations or proceedings pertaining to any of the same;
- (8) *Environmental.* The Village has no notice or knowledge of any condition on the Property which violates any environmental, hazardous or toxic substance or waste, sewage, building, underground storage tank or other federal, state or local law, code, ordinance or regulation; nor any notice or knowledge that the Property contains any toxic substance or hazardous waste, as those terms are defined by any local governmental authority, Federal or state law or regulation, including without limitation the Comprehensive Environmental Recovery, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.*, and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, or petroleum, petroleum products and oil (collectively, "Hazardous Substances"), and to Village's knowledge the Property does not contain any underground storage tanks, surface impoundment, lagoon, or other storage facility or landfill or similar waste disposal area.
- (9) *Possession/Occupancy.* There are no persons other than the Village in possession or occupancy of the Property or any part thereof, nor are there any other persons who have possessory rights in respect to the Property or any part thereof.

J. Representations of Developer. Developer represents and warrants to the Village and covenants with the Village that:

- (1) *Authority to Act.* Developer is a limited liability company registered and in good standing with the Wisconsin Department of Financial Institutions and has all requisite power and authority to enter into this transaction, to execute, deliver and perform this Agreement, to execute and deliver each and every instrument required by this Agreement and otherwise to consummate the transaction herein contemplated. Neither the execution and delivery, nor performance of this Agreement, will result in the breach of any contract, covenant or agreement, or order, judgment or decree by which such party is bound or affected.
- (2) *Authority of Signatories.* The individuals signing on behalf of Developer are duly authorized, in the capacity indicated in the signature blocks forming a part of this

Agreement, to sign this Agreement on behalf of such entity, and such signatures are sufficient to bind such party hereto.

- (3) *Non-assignment.* Developer is the sole party having the right to enforce the terms of the Phase 1 Agreement and the Phase 2 Agreement as against the Village and no such rights have been assigned to any other party.

K. Condemnation. In the event of a material taking or taking for use of all or any part of the Property by eminent domain, or the commencement of proceedings therefor, at or prior to the Closing, Developer, by notice in writing given prior to closing and within five (5) business days after it receives notice of such intended taking, shall have the right to terminate this Agreement, in which event this Agreement shall wholly cease and terminate or Developer may consummate this transaction and in that event Developer shall have the sole right to any award made for such taking.

L. Additional Documents. The parties will, upon request of either party at any time after the closing, execute, deliver and/or furnish all such documents and instruments, and do or cause to be done all such acts and deeds, as may be reasonably necessary to carry out the purposes and intent of this Agreement.

M. Notices. Any notice required or permitted to be given hereunder by the parties may be delivered personally, sent electronically via e-mail or facsimile or delivered by nationally recognized commercial overnight courier. Notices shall be addressed as follows:

IF TO VILLAGE:

Village of McFarland
5915 Milwaukee Street
McFarland, WI 53558
Attn: Village Administrator
Email: Matt.Schuenke@mcfarland.wi.us

COPY TO:

Allen D. Reuter
Reuter, Whitish & Evans, S.C.
44 East Mifflin Street, Suite 306
Madison, WI 53073-2895
Email: areuter@rwelaw.net

IF TO DEVELOPER:

Ryan Quam
Waubesa Village, LLC
4604 Siggleskow Road, Suite A
McFarland, WI 53558
Email: rquam@quamengineering.com

Notices personally delivered or sent electronically via email or facsimile shall be deemed received when given, if prior to 3:00 PM recipient's local time on a business day, otherwise on the next regularly occurring business day. Notices sent by nationally recognized commercial overnight courier shall be deemed received on the business day following deposit.

N. Subsequent Conveyance by Developer. Commencing on the date of Closing, and continuing until termination of TID #3, Developer shall not, without the prior approval of Village, in Village's sole discretion, allow the Development Site to be put to any use that would render it fully or partially exempt from real property taxes, and Developer shall not convey the Development Site to any person or entity unless such person or entity agrees in a writing enforceable by the Village to be bound by the provisions of this section and Section III.B. to the same extent as Developer. No sale of the Development Site or any part thereof by Developer shall terminate the obligations set forth in this Agreement of either the Developer or any Guarantors, unless Village approves the assignment of such obligations in writing, which approval shall not be unreasonably withheld.

O. Permits and Approvals. The Village shall reasonably assist Developer in obtaining all necessary governmental authorizations for the construction and operation of the Project as contemplated by this Agreement, provided, however, that nothing in this Agreement shall be construed to limit the authority of any governmental board, commission, agency or officer in the determination of whether to grant or deny any such authorization, nor to guaranty that any authorization will be granted. The parties acknowledge that such approvals will be granted or denied in accordance with applicable legal requirements.

P. Survival of Terms. In the event this Agreement is terminated as permitted under Sections II.E., II.F. or II.K or for any other reason, such termination shall not affect (a) any obligation under this Agreement of any party to provide indemnification based on acts, omissions or events occurring prior to termination or (b) any obligation of Developer to restore the Property to its former condition as provided in Section II.G, which obligations shall continue in full effect.

ARTICLE III DEVELOPER OBLIGATIONS

A. Completion of Development. Developer shall obtain required approvals and record a certified survey map in substantially the form of **Exhibit A** to create the Development Site as a single parcel. Developer shall develop Phase 4 of the redevelopment of the Development Site by constructing the Project. The Project shall include all material components, building materials and features as generally identified in **Exhibit B** and be constructed in accordance with all approved Plans and Specifications and other applicable governmental approvals and regulations.

B. Guarantee of Tax Increment.

(1) Required Value. Developer shall assure that the improvements constructed on the Development Site shall have an assessed value for general property tax purposes as

of January 1, 2023, of not less than Eleven Million Six Hundred Thousand Dollars (\$11,600,000) (the "Required Value"). Such assessed value shall include the value improvements completed in all phases as determined by the Village's assessor, but shall not include any value of land or personal property. Time is of the essence with regard to Developer's obligation to achieve the Required Value.

- (2) Payment of Tax Deficiency. The Required Value shall be maintained through the remaining term of TID #3. If the assessed value of the Development Site as of January 1, 2023, or on January 1 of any subsequent year during the term of TID #3, is less than the Required Value, Developer shall pay to Village a sum ("Deficiency Payment") which is the difference between the general property taxes, if any, actually generated by the improvements on the Development Site in that year and the amount of general property taxes that would have been generated by the Development Site if the Required Value had been achieved. For avoidance of doubt, the Deficiency Payment required by this subsection, when added to the real property taxes actually received by the Village attributable to improvements on the Development Site in a given year, shall equal the real property taxes the Village would have received if the promised value for that year had been achieved or maintained. Deficiency Payments shall be calculated in each year for which the taxable assessed value of the Development Site improvements is less than the Required Value and shall be payable in equal installments on or before January 31 and July 31 next following the year in which the valuation shortfall occurred.

C. Personal Guaranty. The parties acknowledge that the Village is relying on the professional ability and personal investment of Developer's principal, Ryan D. Quam in entering into this Agreement and that such personal involvement is part of the consideration for this Agreement. Ryan D. Quam (the "Guarantor") agrees to guaranty to the Village the prompt payment and performance of all obligations of Developer under this Agreement. Concurrently with the execution of this Agreement, the Guarantor shall fully execute and provide to the Village documentation of such guarantee in the form attached hereto as **Exhibit D**.

D. Application of Funds. Tax increments generated by the Development Site shall be applied in the discretion of the Village, provided that this Agreement and Developer's and any Guarantor's obligations to guaranty tax increment under this Agreement shall terminate upon the earlier of (i) the payment to the Village of aggregate tax increments attributable to the improvements on the Development Site, plus any Deficiency Payments made by Developer pursuant to Section III.B(2) or any Guarantor pursuant to Section III.C, in an amount sufficient to pay the principal and accrued interest on the promissory note attached hereto as **Exhibit E** and (ii) the termination of TID #3. At such time as Developer's repayment obligation and the Guarantor's guarantees terminate, the Village shall execute an acknowledgment of termination or a release of the personal guarantee provided under Section III.C. and a satisfaction of the real estate mortgage provided under Section IV.C.4 in recordable form.

E. Financial Disclosure. Developer and the Guarantor shall each furnish current financial statements certified to be true, correct and complete effective January 1, 2021, and annually effective each January 1, thereafter until the termination of this Agreement. Such financial statements shall be delivered to the Village attorney by March 31 of each such year. The financial statements shall be deemed to be records obtained under pledge of confidentiality. In the event of an open records request for release of such financial statements, the Village shall immediately give Developer written notice of the request to allow Developer to seek a protective order or other appropriate remedy to prevent public disclosure of those statements.

F. Insurance Policies. Developer shall furnish to the Village certificates of insurance for insurance policies providing the following coverages:

- (1) A commercial general liability insurance policy insuring against all claims for personal injury, death or property damage for which Developer might be liable, occurring upon, in or about the Development Site to the limit of not less than \$5,000,000 of combined single limit coverage.
- (2) A policy insuring all improvements on the Development Site (including construction in progress), in an amount at least equal to the full replacement value thereof, without deduction for depreciation, against damage or destruction by fire, windstorm and any other loss or damage customarily insured in comparable structures. The minimum insured value shall, in all cases, be at least equal to the Required Value as specified in Section III.B of this Agreement.
- (3) Developer shall assure that any insurance policies issued hereunder shall provide the Village with 30 days' prior notice of cancellation of such policy.

ARTICLE IV TIF FINANCING

A. The TIF Loan. As an inducement for Developer to undertake the development of the Project as required by this Agreement, and in addition to the reduced purchase price as provided in Section II.B., the Village agrees to provide Developer with economic development assistance through tax increment financing pursuant to Wis. Stats. §66.1105 in the form of a loan in the amount of Two Hundred Twenty-six Thousand Five Hundred Dollars (\$226,500)(the "TIF Loan"). The TIF Loan shall be utilized solely to pay for improvements constructed on the Development Site. In no event shall any portion of the TIF Loan be used to pay general property taxes or to reimburse Developer or any other person or entity for the payment of general property taxes.

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

- (1) Developer shall have constructed the Project on the Development Site in accordance with the Plans and Specifications and with this Agreement and obtained an occupancy permit for all units within the Project.
- (2) Developer shall not be the subject of any legal proceedings in foreclosure, reorganization, assignment for the benefit of creditors, receivership, bankruptcy or insolvency.
- (3) The Project and the Development Site shall be in full compliance with all applicable State, Federal and local laws, ordinances and regulations and any conditions imposed upon the issuance of any approval or permit authorized thereby, or a compliance plan acceptable to the Village in its sole discretion shall be in effect to achieve such compliance.
- (4) Developer and the Project shall be in full compliance with this Agreement.

C. Disbursement of TIF Loan. The TIF Loan shall be disbursed to Developer within 15 business days of receipt by Village from Developer of a written statement itemizing the expenses paid by Developer for which payment from the TIF Loan is requested, along with the following written documentation reasonably satisfactory to the Village:

- (1) A copy of the recorded conveyance document and title insurance policy confirming that the entire Development Site is owned in fee simple by Developer.
- (2) A copy of the recorded certified survey map showing that the Development Site has been created as a single parcel as provided for herein.
- (3) A fully executed promissory note in the form attached as **Exhibit E**. The parties agree that Exhibit E will be updated at the time of execution to show a principal balance equal to the then-outstanding principal and accrued interest on the loans from the Village made in connection with the Phase 1 Agreement and Phase 2 Agreement, plus \$323,775.
- (4) A fully executed mortgage securing the Developer's financial obligations under this Agreement in substantially the form attached hereto as **Exhibit F**.

D. Loan Due on Sale. Notwithstanding any other provision in this Agreement, the TIF Loan shall become fully due and payable upon any transfer of all or a portion of the fee simple interest in the Development Site or the Project to a third party without the prior written consent of the Village, such consent subject to the reasonable discretion of the Village. For purposes of this provision, a transfer of a controlling interest in Developer to any third party shall be deemed a transfer. Developer covenants and agrees to notify the Village prior to any such transfer.

E. Subordination. The Village's rights in the Development Site arising in connection with the TIF Loan shall be subordinate to a first mortgage and related security interests to secure a letter of credit or loan for construction of the Project in the original principal sum not to exceed Three Million Nine Hundred Twenty-three Thousand Seven Hundred Forty-five Dollars (\$3,923,745.00). Upon reasonable request by Developer or its lender, the Village shall execute a recordable instrument evidencing such subordination. The Village's subordination agreement shall not apply to any subsequent advances made by the first mortgage lender after the disbursement by the lender of the original principal loan amount without the written consent of the Village. The subordination provided in this paragraph shall be in addition to any other mortgages against the Development Site the Village has previously agreed to grant priority over the Village's interests.

F. Village Improvements. In addition to the direct financial assistance provided in Section A of this Article, the Village shall be responsible for the construction and installation of improvements within the right-of-way along Terminal Drive adjacent to the Development Site generally consisting of curb and gutter, public sidewalk or equivalent off-street hard surfaced recreational trail. Said improvements to be constructed and installed by December 31, 2022. The Developer shall be responsible for the construction and installation of private sidewalks and driveways connecting to those improvements installed by the Village within the right-of-way. The Village and Developer mutually agree to work in good faith to coordinate the design, construction, and installation of these improvements.

ARTICLE V REMEDIES

A. General. In the event of any default in or breach of this Agreement or any of its terms or conditions by any party hereto or any successor in interest to such party, such party or successor shall have the right to cure or remedy such default or breach within thirty (30) days of written notice thereof, unless such default or breach is for other than the payment of money, and the cure cannot reasonably be completed within such thirty (30) day period, in which case, no default or breach shall be deemed to exist if the party alleged to be in default immediately commences to cure the default and diligently continues to take such reasonable action as are necessary to effect a complete cure as soon as practicable thereafter. In case such action is not taken or is not pursued as described in the previous sentence, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure the default or breach, including but not limited to proceedings to compel specific performance by the party in default or breach of its obligations. Nothing in this Agreement shall be construed to, in any way, affect or control the Village's exercise of its police power. Nothing in this Section applies to a default in the Developer's obligation to achieve the Required Value as provided in Section III.B, as to which time is of the essence.

B. No Waiver by Delay. Either party shall have a right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement. Any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting

its rights under this Agreement shall not operate as a waiver of such rights or deprive it of or limit such rights in any way (it being the intent of this provision that neither party shall feel compelled to institute legal action so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of waiver, laches, or otherwise at a time when it may still hope otherwise to resolve the problems created by the default informally); nor shall any waiver made by a party with respect to any specific default by the other party under this section be considered or treated as the waiver of the rights of the non-defaulting party with respect to any other defaults by the defaulting party under this section or with respect to the particular default except to the extent specifically waived in writing.

C. Force Majeure. For the purposes of any provisions of this Agreement, neither Developer and any successor in interest nor the Village shall be considered in breach or default of its obligations with respect to the beginning and completion of construction of the Project or progress in respect thereto to the extent delay in the performance of such obligations is due to unforeseeable causes entirely beyond its control and without its fault or negligence, including but not restricted to acts of God, acts of the public enemy, acts of the federal government, fires, floods, epidemics, quarantine restrictions, unforeseen site conditions, strikes, embargoes, and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of this provision, that in the event of the occurrence of any such forced delay, the times of performance of any of the obligations of Developer with respect to construction of the Project shall be extended for the period of the forced delay. Notwithstanding the foregoing, the parties recognize that the ongoing COVID-19 pandemic has been considered in the negotiation of this Agreement, and said pandemic shall not be deemed a *force majeure*, but future government orders designed to mitigate the effects of said pandemic may be cause for excusable delays if they effectively prohibit performance of this Agreement. Nothing in this paragraphs shall be construed to affect or to extend the due date of payment of any monetary obligation of either party hereunder, including Developer's obligation to make payments under Section III.B(2).

D. Remedies for Failure to Construct. Notwithstanding any other provision in this Agreement, and in addition to all other remedies available to the Village, in the event Developer has not commenced construction of the Project on or before April 30, 2022, Developer shall, upon written request of the Village made prior to commencement of building construction, reconvey the Property to the Village for the same consideration paid by Developer, free and clear of all liens or encumbrances created by the act or default of Developer. The Developer shall prepare and obtain approval of any certified survey map required to recreate the Property as a separate parcel to allow for such conveyance.

E. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement whether provided by law or provided by the Agreement shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at the same or different times of any other such remedies for the same event of default or breach or of any of its remedies for any other event of default or breach by any other party. No waiver made by either such party with respect to the performance, manner, or time thereof or any obligation of any other party or any of the conditions to its obligations under the Agreement shall be considered

a waiver of any other rights of the party making the waiver or any other obligations of any other party.

F. Indemnification. Developer and its successors and assigns shall indemnify, save harmless and defend the Village and its officers, agents, attorneys, consultants and employees of and from any and all liability as well as from lawsuits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including attorneys costs and fees, for claims of any character including liability and expenses in connection with the loss of life, personal injury or damage to property or any of them because of injuries or damages received or sustained by any persons or property on account of or arising out of the approval or construction of the Project or any prior improvements on the Development Site occasioned wholly or in partly from any act or omission on Developer's part or on the part of Developer's agents, contractors, subcontractors, invitees or employees, at any time.

G. Notification of Position Openings. Developer is aware that the Village has incurred real property assembly costs within the meaning of §66.1105(2)(f)l.c., Wis. Stats. and that, pursuant to §66.1105(6c)(b), Wis. Stats. Developer is required to notify the Wisconsin Department of Workforce Development and the local workforce development board established under 29 USC §2832 of any positions to be filled by Developer in Dane County within one year following the date of Closing.

ARTICLE VI MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the Project as defined herein and may be amended only by a written agreement executed by both parties. This Agreement will supersede and replace the Phase 1 Agreement and the Phase 2 Agreement, and the business notes and mortgages provided under those agreements shall be canceled and released, upon the disbursement of the TIF Loan and the execution and delivery of the note and mortgage required under this Agreement. Until such time, and thereafter in the event the Project is not completed as required or the Developer otherwise fails to become entitled to the TIF Loan, the Phase 1 and Phase 2 Agreements shall continue in full force and effect. It is the intent of this provision that the guaranteed \$8,100,000.00 improvement value on the Development Site required under the Phase 2 Agreement shall apply as of January 1, 2022, and all provisions of the Phase 2 Agreement shall continue in effect unless the Project is completed as provided in this Agreement.

B. Severability. The various provisions in this Agreement are intended to be severable. In the event that any single term in this Agreement is determined to be invalid or unenforceable, such determination shall not affect any of the remaining provisions which shall continue in full force and effect.

C. Disclaimer of Relationships. Developer acknowledges that nothing contained in this Agreement or any contract between Developer and the Village or any act by the Village or

any third parties shall be deemed or construed by any of the parties or by third persons to create any relationship of third-party beneficiary, principal, or agent; limited or general partnership or joint venture or of any association or relationship involving the Village.

D. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Wisconsin. In the event of a dispute, venue shall lie for all parties in Dane County, Wisconsin.

E. Section Captions. The captions or headings of the various sections of this Agreement are intended for ease of reference only and shall not be deemed to define, limit or describe the scope or intent of this Agreement and are not part of this Agreement.

F. Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors or assigns. The obligations shall run with the land and be binding on any party acquiring title to the Development Site.

G. Non-merger. The warranties, covenants and agreements set forth herein shall not merge into the deed and shall survive the closing.

H. Non-Discrimination. Developer for itself, its successors, and assigns, agrees that in the performance of all obligations under the terms and conditions of this Agreement that neither the Development Site, improvements constructed on the Development Site, nor any portion thereof shall be used by any party in any manner to permit unlawful discrimination or unlawful restriction on the basis of race, creed, ethnic origin or identity, color, gender, marital status, familial status, age, handicap, sexual orientation, or national origin and the construction and operation on the Development Site shall be in compliance with all laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds as may be in effect from time to time.

I. Neutral Construction. The parties acknowledge that this Agreement is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against either party because that party's attorney drafted this Agreement or any part hereof.

J. Recording. Either party may record a copy of this Agreement or a memorandum providing notice of this Agreement in the office of the Register of Deeds for Dane County.

K. Estoppel Certificates. The Village shall, within twenty (20) days of receipt of written request, furnish promptly to Developer, its mortgage lender or a purchaser of the Project, a written statement setting forth the amount of Developer's remaining liability under this Agreement and stating that there are, to the knowledge of the party executing the statement, no events of default or then-existing circumstances which could, solely with the passage of time, become events of default or specifying such events and circumstances, if such is the case.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first written above.

DEVELOPER:

WAUBESA VILLAGE, LLC

By: _____
Ryan D. Quam, Manager

VILLAGE OF McFARLAND

By: _____
Carolyn A. Clow, Village President

By: _____
Cassandra Suettinger, Clerk/Treasurer

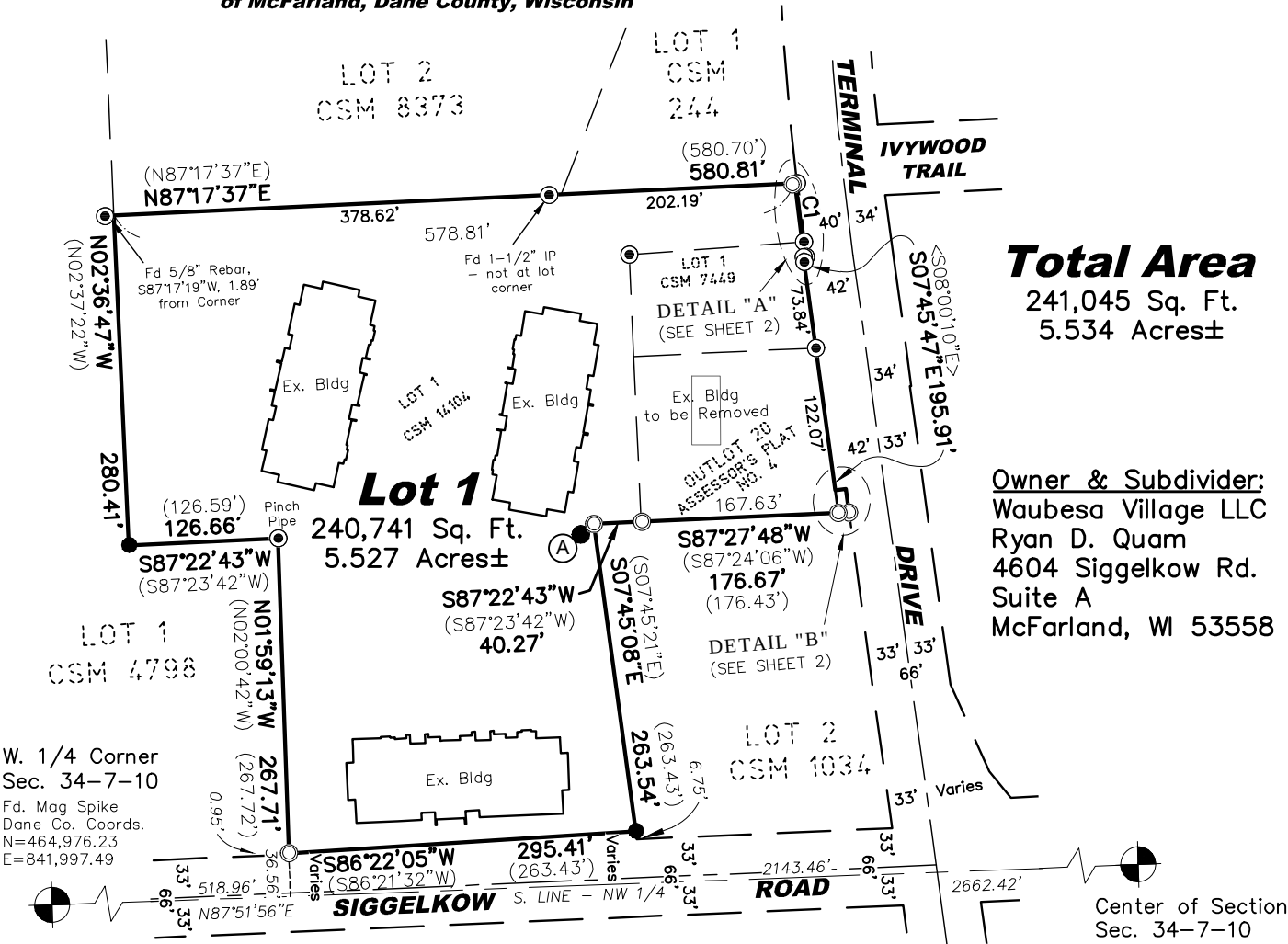
DANE COUNTY
CERTIFIED SURVEY MAP #

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

C.S.M. No. _____

Doc. No. _____

Vol. _____ Page _____



Total Area
241,045 Sq. Ft.
5.534 Acres±

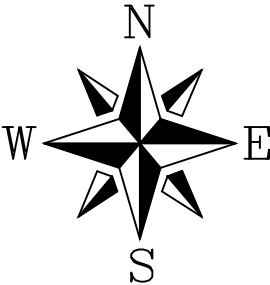
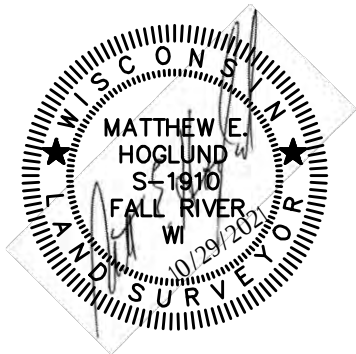
Owner & Subdivider:
Waubesa Village LLC
Ryan D. Quam
4604 Siggelkow Rd.
Suite A
McFarland, WI 53558

Notes:

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

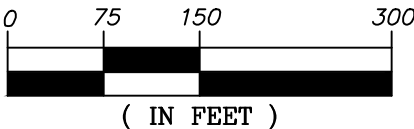
LEGEND

- Found 1" Iron Pipe, Unless Noted
 - Found 3/4" Rebar
 - 3/4" by 24" Iron Rebar Set Weighing 1.5 lbs./ft.
 - (303.63') Record Data per CSM 14104
 - [303.63'] Record Data per CSM 8373
 - {303.63'} Record Data per CSM 244
 - <303.63'> Record Data per CSM 7449
 - Boundary Line
 - Existing R/W Line
 - Platted Lot Line
 - - - Section Line
- (A) Also a Fd. 1-1/2" I.P. lies S61°28'55"W, 1.46' from corner



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

GRAPHIC SCALE



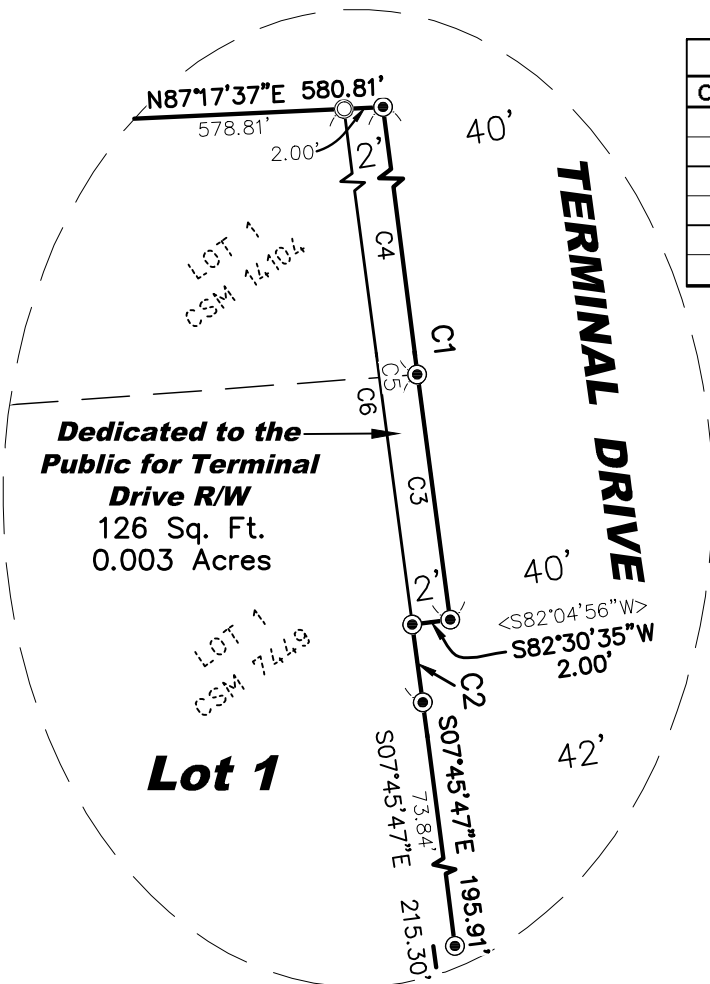
DANE COUNTY
CERTIFIED SURVEY MAP #

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

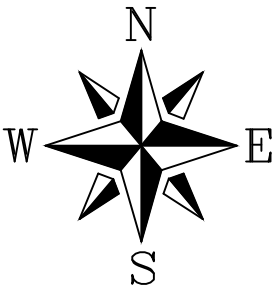
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Doc. No. _____

Vol. _____ Page _____



DETAIL "A"
SCALE: 1"=10'

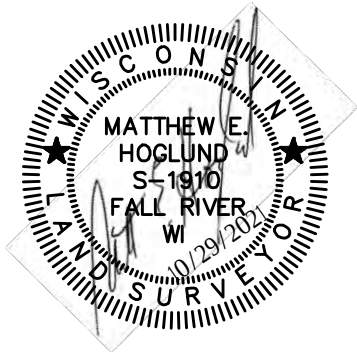


Bearings are referenced to the South line of the Northwest 1/4 of Section 34, which is measured to bear North 87°51'56" East on the Dane County Coordinate System - NAD 83 (2011).

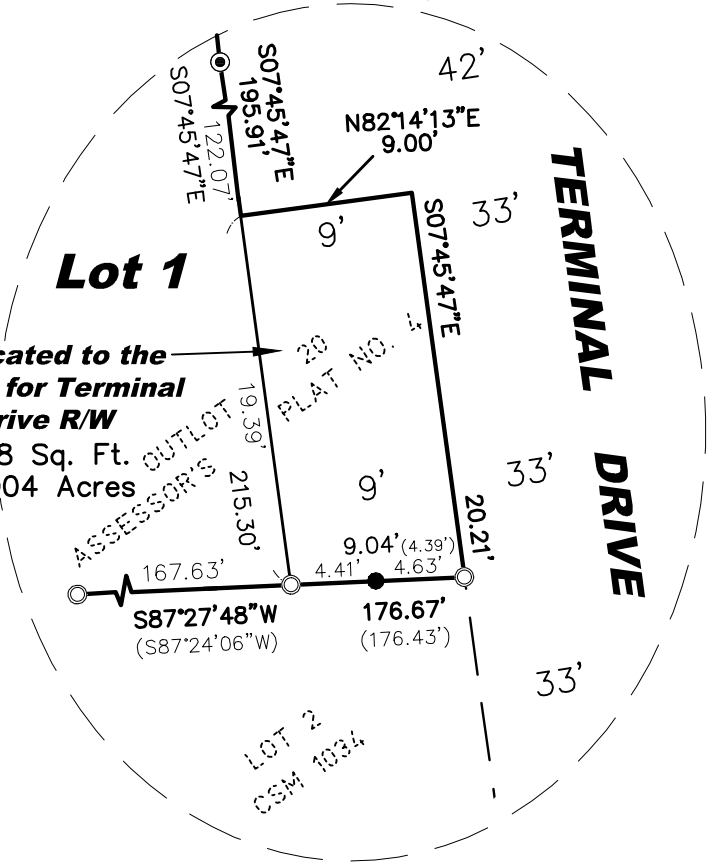
LEGEND

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

CURVE DATA TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	2905.00'	01°14'35"	63.03'	S07°03'40"E - 63.03'
C2	2907.00'	00°04'50"	4.09'	S07°43'22"E - 4.09'
C3	2905.00'	00°15'14"	12.88'	S07°33'20"E - 12.88'
C4	2905.00'	00°59'21"	50.15'	S06°56'02"E - 50.15'
C5	2907.00'	01°14'44"	63.20'	S07°03'35"E - 63.20'
C6	2907.00'	01°19'34"	67.29'	S07°06'00"E - 67.29'

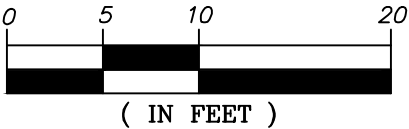


Dedicated to the Public for Terminal Drive R/W
178 Sq. Ft.
0.004 Acres



DETAIL "B"
SCALE: 1"=10'

GRAPHIC SCALE



QUAM ENGINEERING, LLC

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

Drawn By: MEH
Project # RQ-02-15

DANE COUNTY
CERTIFIED SURVEY MAP # _____

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

SURVEYOR’S CERTIFICATE:

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

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

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

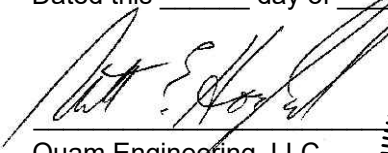
Lot 1 of Dane County Certified Survey Map No. 7449, recorded in Volume 38 of Certified Survey Maps on Pages 214 through 216 as Document No. 2602577 of Dane County Records.

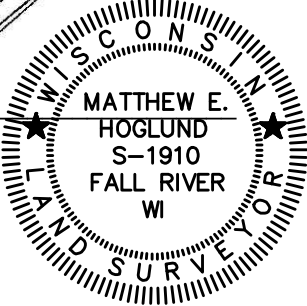
all being located in the Southwest 1/4 of the Northwest 1/4 of Section 34, Township 7 North, Range 10 East, Village of McFarland, Dane County, Wisconsin, containing 241,045 square feet or 5.534 acres, more or less.

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

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

Dated this 29th day of October, 2021.


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



VILLAGE OF McFARLAND PLAN COMMISSION CERTIFICATE:

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

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

Cassandra Suettinger, Clerk, Village of McFarland

C.S.M. No. _____

Doc. No. _____

Vol. _____ Page _____

DANE COUNTY
CERTIFIED SURVEY MAP # _____

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

OWNERS CERTIFICATE:

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

Village of McFarland

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

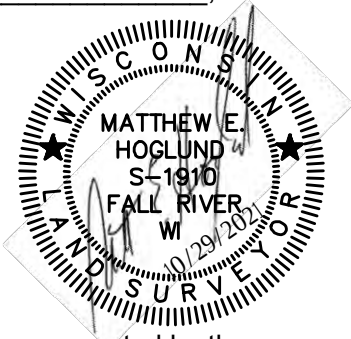
In the presence of: _____

STATE OF WISCONSIN)
COUNTY DANE) SS

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

(Notary Seal) _____ Notary Public, _____, Wisconsin

My commission expires _____.



VILLAGE OF McFARLAND BOARD CERTIFICATE:

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

Dated this ____ day of _____, 2021.

Cassandra Suettinger, Clerk, Village of McFarland

REGISTER OF DEEDS CERTIFICATE:

Received for recording this ____ day of _____, 20__, at _____ o'clock __M. and recorded in Volume _____ of Certified Survey Maps on Pages _____ as Document No. _____.

Kristi Chlebowski, Dane County Register of Deeds

Drawn By: MEH
Project # RQ-02-15

DANE COUNTY
CERTIFIED SURVEY MAP # _____

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

CONSENT OF CORPORATE MORTGAGEE:

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

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

In the presence of:

_____ (Corporate Seal)

_____, Date: _____
By: _____ President

_____, Date: _____
By: _____ Secretary (Cashier)

STATE OF WISCONSIN)
_____ COUNTY) SS

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

(Notary Seal) _____ Notary Public, _____, Wisconsin

My commission expires _____.

CONSENT OF CORPORATE MORTGAGEE:

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

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

In the presence of:

_____ (Corporate Seal)

_____, Date: _____
By: _____ Title

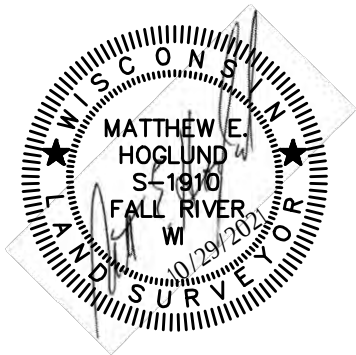
_____, Date: _____
By: _____ Title

STATE OF WISCONSIN)
_____ COUNTY) SS

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

(Notary Seal) _____ Notary Public, _____, Wisconsin

My commission expires _____.



C.S.M. No. _____

Doc. No. _____

Vol. _____ **Page** _____

**TAX INCREMENT FINANCING
DEVELOPMENT INCENTIVES
APPLICATION**



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

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

A. APPLICANT INFORMATION

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

Applicant: Waubesa Village LLC

Mailing Address: 4604 Siggelkow Road, Suite A

Primary Contact: Ryan Quam

Telephone: (608)838-7750

Email: _____

Fax: (608)838-7752

Legal Entity: ☐ Individual(s) ☐ Joint Tenants ☐ Tenants in Common
☐ Corporation ☒ LLC ☐ Partnership ☐ Other: _____

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

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

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

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

EXHIBIT B

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

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

B. PROPERTY INFORMATION

Parcel(s) Address: 4902 and 4908 Terminal Drive

Parcel(s) Tax Number: 071034241227 and 071034241003

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

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

If no, do you have an agreed upon option to purchase the property? ☐ No ☒ Yes (provide documentation and note the expiration date here: January 25, 2022 closing)

Total Lot Size: 13420 + 22771 square feet

Parcel Contains Existing Buildings? ☐ No ☒ Yes

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

Most recent property assessment (PA):

\$ 75,200 Land \$ 142,000 Improvements \$ 217,200 Total

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

Existing Zoning: C-H Commercial Highway

Existing Uses, Adjacent Parcels: Single Family N Multi Family S Single + Multi Family E Multi Family W

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

Will a zoning change be requested? ☐ No ☒ Yes

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

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

WDNR WRAPP, Certified Survey Map to combine lots

Existing Mortgage Holder: Timothy Blum

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

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

If yes, explain: _____

C. PROJECT/BUSINESS INFORMATION

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

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

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

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

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

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

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

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

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

Describe the project schedule.

Final Plan/Specification Preparation Date: April 5, 2021
 Preliminary Construction Start Date: February 1, 2022
 Preliminary Construction Completion Date: Nov. 30, 2022
 Date Occupied or Opened: Dec. 1, 2022

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

Estimated equalized assessed valuation after project completion (EAV)

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

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

Pre-improvements: \$ 217,200 PA x 0.01945 Mill Rate = \$ 4,221.54 Total (A)

Post-improvements: \$ 3,800,000 PA x 0.0195 Mill Rate = \$ 74,100.00 Total (B)

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

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

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

Will the proposed project result in the relocation of economic activity from an adjacent community?

☒ No ☐ Yes

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

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

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

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

Do similar businesses/uses already exist in McFarland?

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

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

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

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

\$0-\$19,000

_____ Full Time (current) _____ Part Time (current) _____ FT (created) _____ PT (created)

\$20,000-\$39,000

_____ Full Time (current) _____ Part Time (current) _____ FT (created) _____ PT (created)

\$40,000-\$59,000

_____ Full Time (current) _____ Part Time (current) _____ FT (created) _____ PT (created)

\$60,000+

_____ Full Time (current) _____ Part Time (current) _____ FT (created) _____ PT (created)

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

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

Will the proposed business offer its employees a benefit package including health care and retirement benefits?

☒ No ☐ Yes

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

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

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

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

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

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

D. TIF REQUEST

State the total amount of TIF assistance being requested: \$ 226,500 TIF Loan + 73,255 Land Donation

State the form of incentives requested:

- ☐ Developer Loan (pay-as-you-go)
 ☐ Traditional Loan
 ☒ Tax Increment Loan at Occupancy
☐ Tax Increment Loan at Project Start
 ☐ Other _____

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

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

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

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

- ☒ Land Acquisition/Survey
 ☐ Environmental Audits
 ☒ Site Grading
☒ Demolition/Remediation
 ☒ New Construction
 ☐ Rehabilitation/Expansion
☒ Utility Improvements
 ☐ Parking/Access
 ☐ Landscaping
☐ Recreation/Conservation
 ☒ Professional Services
 ☐ Financing Costs
☐ Other _____

E. PROJECT BUDGET AND FINANCIAL STRATEGY

Project Costs	Amount (\$)	Source(s) of Financing
Property Acquisition	See Overall Costs Estimate	Applicant, Bank Loan, and TIF Loan
Environmental testing/remediation		
Demolition		
Construction of new building(s)		
Site Improvements		
Renovation of existing structures		
Cost of installation of machinery/equipment		
Architectural/Engineering fees		
Legal & other professional fees		
Permit fees		
Financing fees		
Developer fees		
Other (please specify)		
Total Project Costs	4960000	

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

Sources of Financing	Amount (\$)	Percent of Total Costs
TIF	299,755	6.04 %
Equity	736,500	14.85 %
Loans	3,923,745	79.11 %
Grants		%
Other (please specify)		%
Total Project Costs	4,960,000	100.0 %

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

Officer Casey McClymann Phone (608)416-4834 Email _____

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

Grant Sources: _____ Grant Amount: _____

Grant Officer: _____ Phone _____ Email _____

Application Status: _____

Date of Grant Announcement: _____

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 Waukesha Village, LLC by Ryan Olson Title Managing Member
 Signature [Signature] Date 9/29/2021
 Return To: [Signature]

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

"BUT FOR TIF" SPECIFIC PROJECT COSTS

Land Purchase Increase	\$25,000
Attorney Fees (TIF Agreement and Developer Agreement)	\$13,500
Garage Footing (partial west and partial south apartment walls)	\$4,000
Exposed Garage 10% Stone Veneer and 90% LP Smartsiding	\$10,000
Stone Veneer/Fiber Cement Exterior Upgrade (from Vinyl)	\$132,000
Lower Level Two Decks (West Side)	\$6,000
Garage West Commercial Door	\$5,000
Dog Washing Station	\$6,000
Solar Installation	<u>\$25,000</u>
Total:	\$226,500

PHASE 4 APARTMENT BUILDING

Overall Costs Estimate

Description	Quantity	Unit	Unit Price	Total
<u>Land</u>				
Land (4908 Terminal Drive)	1	LS	\$325,000.00	\$325,000.00
Land (4902 Terminal Drive)	1	LS	\$73,255.00	\$73,255.00
<u>Permitting Item</u>				
Building Permit	1	LS	\$4,000.00	\$4,000.00
Erosion Control and Stormwater Permit	1	LS	\$2,000.00	\$2,000.00
Plumbing, HVAC, Site Design Fees, TIF Application	1	LS	\$4,200.00	\$4,200.00
Fire Alarm and Suppression System Fee	1	LS	\$1,500.00	\$1,500.00
Engineering Review Fees	1	LS	\$7,000.00	\$7,000.00
Attorney Review Fees	1	LS	\$15,000.00	\$15,000.00
Public Water (2" Meter)	1	2 in	\$5,201.00	\$5,201.00
<u>Impact Fee</u>				
Park Fee-in-lieu	27	DU	\$2,755.26	\$74,392.02
Park Improvement and Public Library	27	DU	\$1,421.38	\$38,377.26
MMSD	1	LS	\$7,000.00	\$7,000.00
<u>Transaction Fees</u>				
Bank Fee	1	LS	\$20,000.00	\$20,000.00
Appraisal Fee	1	LS	\$3,000.00	\$3,000.00
Title Fee	1	LS	\$3,000.00	\$3,000.00
Miscellaneous Closing Fees	1	LS	\$3,000.00	\$3,000.00
Construction Interest Carrying Costs Through 6/2022	1	LS	\$60,000.00	\$60,000.00
<u>Professional Items</u>				
Dimension IV Architect	1	LS	\$10,000.00	\$10,000.00
Structural Design	1	LS	\$10,000.00	\$10,000.00
Ryan Quam Building Plans Drafting	1	LS	\$60,000.00	\$60,000.00
Quam Engineering, LLC Site Design and CSM Approval	1	LS	\$43,000.00	\$43,000.00
Quam Engineering, LLC Construction Staking	1	LS	\$25,000.00	\$25,000.00
Quam Engineering, LLC Site General Administration	1	LS	\$35,000.00	\$35,000.00
Ryan Quam Planning and Consultation Fee	1	LS	\$40,000.00	\$40,000.00
<u>Site Items</u>				
Rice Grading	1	LS	\$118,000.00	\$118,000.00
Utility Connections and Perimeter Storm	1	LS	\$30,000.00	\$30,000.00
Boulder Retaining Walls	450	VSF	\$40.00	\$18,000.00
Concrete Curb, Sidewalk, Stairs	1	LS	\$36,000.00	\$36,000.00
3" Asphalt Binder and Surface Course	1	LS	\$35,000.00	\$35,000.00
Restoration (Seed & Matting)	7000	SY	\$2.50	\$17,500.00
Lighting and Security	1	LS	\$20,000.00	\$20,000.00
Landscaping Trees & Shrubs	1	LS	\$13,000.00	\$13,000.00
<u>Building Items (Interior, Exterior, and Lighting)</u>				
Riegert Builders Contract	1	LS	\$3,575,000.00	\$3,575,000.00
Solar Items	1	LS	\$50,000.00	\$50,000.00
Subtotal Costs:				\$4,781,425.28
Contingency (Approx. 4-5% Building and Site):				\$178,574.72
Total:				<u>\$4,960,000.00</u>

Loan Amount & Contributions Percentage

Loan Amount Calculation

Total Costs (See Cost Schedule)	\$4,960,000
T.I.F. "Gap Loan"	-\$226,500
T.I.F. Village Lot	-\$73,255
Ryan Quam Downpayment	-\$533,500
Ryan Quam Building Plans Drafting	-\$60,000
Quam Engineering, LLC Site Design / Approvals	-\$43,000
Quam Engineering, LLC Construction Staking	-\$25,000
Quam Engineering, LLC Site General Administration	-\$35,000
Ryan Quam Planning and Consultation Fee	-\$40,000
Loan Amount Total:	<u>\$3,923,745</u>

Ryan Quam Contributions Percentage Calculation

Ryan Quam Downpayment	\$533,500
Ryan Quam Building Plans Drafting	\$60,000
Quam Engineering, LLC Site Design / Approvals	\$43,000
Quam Engineering, LLC Construction Staking	\$25,000
Quam Engineering, LLC Site General Administration	\$35,000
Ryan Quam Planning and Consultation Fee	\$40,000
Total Contributions:	<u>\$736,500</u>

Ryan Quam Contributions Percentage = Total Contributions / Total Costs

14.85%

Village Contributions Percentage Calculation

T.I.F. "Gap Loan" and Village Lot	\$226,500
T.I.F. Village Lot	\$73,255
Total Contributions:	<u>\$299,755</u>

Village Contributions Percentage = Total Contributions / Total Costs

6.04%

PROFORMA

Loan Amount

Total Costs (See Cost Schedule)	\$4,960,000
TIF Gap Loan	-\$226,500
TIF Village Lot	-\$73,255
Ryan Quam Downpayments	-\$533,500
Ryan Quam Building Plans Drafting	-\$60,000
Quam Engineering, LLC Site Design / Approvals	-\$43,000
Quam Engineering, LLC Construction Staking	-\$25,000
Quam Engineering, LLC Site General Administration	-\$35,000
Ryan Quam Planning and Consulation Fee	-\$40,000
Loan Amount	<u>\$3,923,745</u>

Sales/year

27 Apartments	\$436,260 {9 one-bedrm @ \$1135; 14 two-bedrm @ \$1420; 4 two-bedrm w/ loft @ \$1565}
Pet Fees	\$12,000 {25 pets at \$40/pet/month}
Total	\$448,260 {See rent scalar}
Vacancy	-\$13,448 {Assumes 3% vacancy}
Sales Total	\$434,812.20

2.00% Rent Scalar

Costs/year

Interest	3.80% of loan amount
Management & Insurance	8.00% of sales amount
Maintenance	6.00% of sales amount
Property Tax	\$72,580 {1.91% of \$3,800,000 (TIF Estimated Valuation)}

Principal Projection	2023	2024	2025	2026	2027	2028	2029
Beginning Principal	\$3,923,745	\$3,771,489	\$3,606,272	\$3,427,468	\$3,234,420	\$3,026,446	\$2,802,836
Interest	\$149,102	\$143,317	\$137,038	\$130,244	\$122,908	\$115,005	\$106,508
Sales	-\$434,812	-\$443,508	-\$452,379	-\$461,426	-\$470,655	-\$480,068	-\$489,669
Management (6% sales) & Insurance (2% of sales)	\$34,785	\$35,655	\$36,546	\$37,460	\$38,396	\$39,356	\$40,340
Maintenance (6% of sales)	\$26,089	\$26,741	\$27,409	\$28,095	\$28,797	\$29,517	\$30,255
Property Tax	\$72,580	\$72,580	\$72,580	\$72,580	\$72,580	\$72,580	\$72,580
Ending Principal	\$3,771,489	\$3,606,272	\$3,427,468	\$3,234,420	\$3,026,446	\$2,802,836	\$2,562,850
Principal Reduction	\$152,256	\$165,216	\$178,805	\$193,048	\$207,974	\$223,610	\$239,987
Return on Investment	21%	22%	24%	26%	28%	30%	33%

Planned Development District

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

Project:
Waubesa Village Development

Owner:
Waubesa Village, LLC
Attn: Ryan Quam

Statement of Owners Intent

It is the intent of the Owner to develop the lands controlled by the Owner as a Mixed Use development in general conformance with the TIF plan and previously approved General Plan.

The purpose of this submittal is to seek the following Village approvals:

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

Legal Description

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

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

Description of General Plan for Staged Development

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

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

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

Existing Site (Phase 4)

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

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

Description of Detailed Plan for Phase 4 Development

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

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

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

Planned Development District Standards and Responses

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

- a) *“The uses proposed in the planned development shall be in general conformance with the Village Comprehensive Plan”*. The proposed Detailed Plan for Phase 4 Development is in general conformance with the “Mixed-use Lakeview Village Subdistrict” guidelines of the “Terminal and Triangle District Plan”.
- b) *“The establishment, maintenance or operation of the uses proposed in the planned development shall not substantially impair or diminish the use, value and enjoyment of other properties within the neighborhood”*. The proposed Phase 4 Development will be an asset to the neighborhood and proposed building and pavement setbacks are sufficient so as to not negatively impact the neighboring buildings.

- c) *“Traffic circulation into and within the development shall be designed to minimize traffic congestion and traffic hazards, provide for the accessibility of all uses and buildings and also provide for the safe and convenient movement of both vehicles and pedestrians”.* The proposed parking stalls will connect to a 24’ wide driveway and will provide safe and convenient movement of vehicles. The proposed sidewalk will connect to existing sidewalks and will provide safe movement for pedestrians.
- d) *“The planned development shall incorporate environmental design considerations, including the preservation of topography, trees and ground cover, streams and natural bodies of waters, and other significant natural features and control of erosion and runoff in accord with the Village Erosion Control and Stormwater Management Ordinances”.* There are no existing environmental features to preserve. The proposed development will include storm sewer, rain garden, and detention pond to meet Village Erosion Control and Stormwater Management Ordinances. The Landscape Plan will meet Village landscaping ordinances.
- e) *“The planned development shall provide for convenient and harmonious groups of buildings, structures and uses; and buildings shall be spaced and sited to ensure adequate safety, light, ventilation and privacy”.* The three existing and one proposed building will be designed with similar materials and architectural style and will be located over thirty-three feet apart to maximize privacy.
- f) The following provisions shall apply:
 - a. *“In a planned development for residential use, adequate open space and recreational areas shall be provided in appropriate locations, and all public and common open spaces shall be designed and located to provide safe and convenient access to residents”.* There is a proposed grass volleyball/ice rink proposed as a part of this planned development. The planned development currently includes a playground, and the lawn and landscaped areas provide a common open space that is safe and accessible to residents. Also nearby are Brandt Park, the bike trail, and McDaniel Park which also provide additional recreational opportunities.
 - b. *“Planned Development District housing impacts on community resources in the same manner as other new developments, which are characterized by division of land into lots. In particular, the additional population density places demands upon Village parks and recreation areas. Accordingly, each dwelling unit newly established shall be required to dedicate land or provide fees in lieu of land, in accordance with the procedures set forth in [Section 62-64.](#)”* The existing 74 dwelling units and proposed 27 dwelling units will provide fees-in-lieu of parkland dedication, Park Improvement fees, and Library Impact fees.
- g) *“The planned development will not adversely affect the ability of public agencies to provide school or other municipal services”.* The planned development will include a street connection to Terminal Drive which will improve vehicular traffic circulation within the existing Phase 1-3 development and assist with the fire access lane.
- h) *“The width of street rights-of-way, width of paving, width and location of street or other paving, outdoor lighting, location of sewer and water lines, provision for stormwater drainage or other similar environmental engineering considerations shall be based on a determination and the appropriate standards necessary to implement the specific function in the specific situation; provided, however, that in no case shall standards be less than those necessary to ensure the public safety and welfare as determined by the Village”.* The proposed drive aisles are 24’ wide to accommodate two way traffic and sufficient distance to back up from 18’ deep parking stalls. Sidewalk widths are proposed to be 5’ wide which is a sufficient width for pedestrian traffic. Bollard lights and parking lot lights are provided to provide sufficient outdoor lighting. The Village and WDNR stormwater

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

- i) *“The proponents of a Planned Development District application shall provide evidence satisfactory to the Village Board of its economic feasibility of available adequate financing and that it would not adversely affect the economic prosperity of the Village or the values of surrounding properties”*. The applicant will provide a personal financial statement for the Village attorney review. The applicant has received many compliments from Village residents over the years regarding the phase 1 – 3 buildings and feels that the phase 4 development will be received similarly and will be viewed as a benefit to the Village and not adversely affect surrounding properties;
- j) *“The proponents of a Planned Development District shall submit a reasonable schedule for the implementation of the development of the development to the satisfaction of the Village Board, including suitable provisions for assurance that each phase could be brought to completion in a manner that would not result in an adverse effect upon the community as a result of termination at that point”*. The proposed phase 4 building anticipated completion date is May 31, 2022.

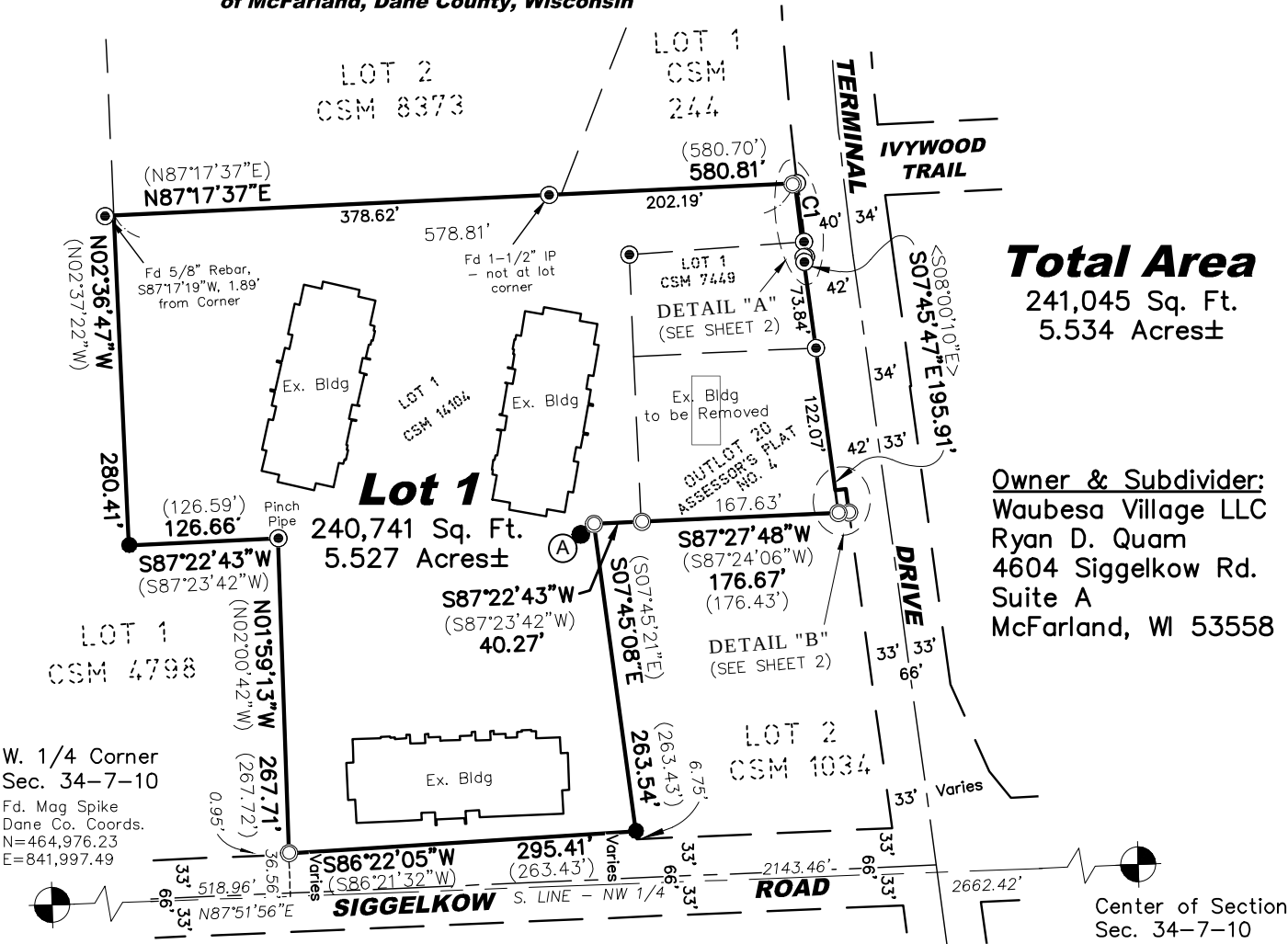
DANE COUNTY
CERTIFIED SURVEY MAP #

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

C.S.M. No. _____

Doc. No. _____

Vol. _____ Page _____



Total Area
241,045 Sq. Ft.
5.534 Acres±

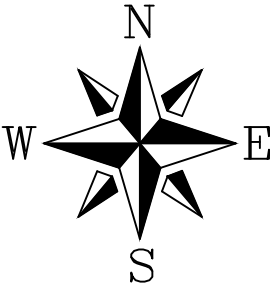
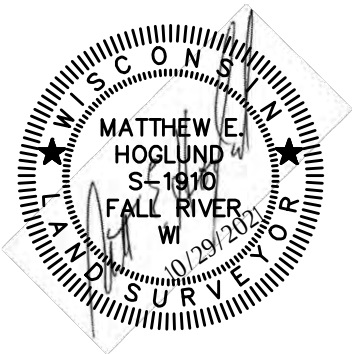
Owner & Subdivider:
Waubesa Village LLC
Ryan D. Quam
4604 Siggelkow Rd.
Suite A
McFarland, WI 53558

Notes:

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

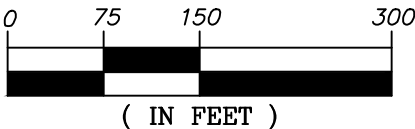
LEGEND

- Found 1" Iron Pipe, Unless Noted
 - Found 3/4" Rebar
 - 3/4" by 24" Iron Rebar Set Weighing 1.5 lbs./ft.
 - (303.63') Record Data per CSM 14104
 - [303.63'] Record Data per CSM 8373
 - {303.63'} Record Data per CSM 244
 - <303.63'> Record Data per CSM 7449
 - Boundary Line
 - Existing R/W Line
 - Platted Lot Line
 - Section Line
- (A) Also a Fd. 1-1/2" I.P. lies S61°28'55"W, 1.46' from corner



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

GRAPHIC SCALE



QUAM ENGINEERING, LLC

4604 SIGGLEKOW ROAD - SUITE A MCFARLAND, WI 53558
608-838-7750 www.quamengineering.com
Project # RQ-02-15

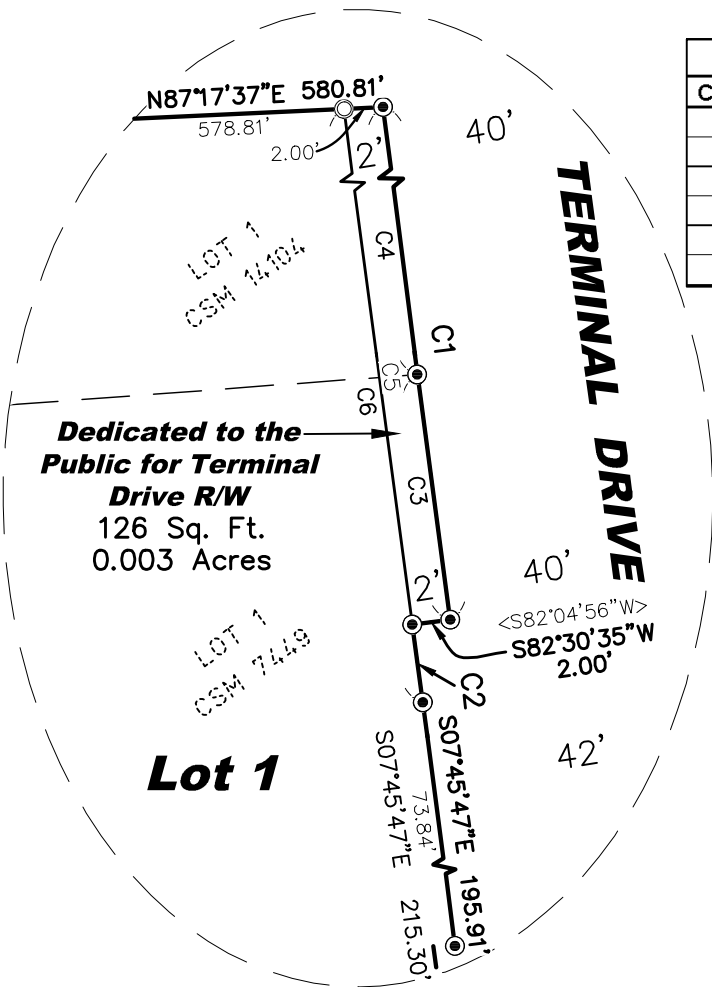
DANE COUNTY
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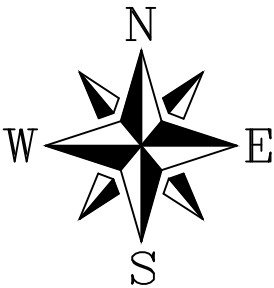
C.S.M. No. _____

Doc. No. _____

Vol. _____ Page _____



DETAIL "A"
SCALE: 1"=10'

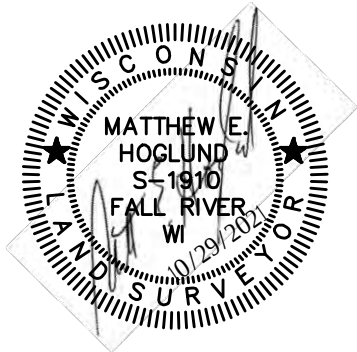


Bearings are referenced to the South line of the Northwest 1/4 of Section 34, which is measured to bear North 87°51'56" East on the Dane County Coordinate System - NAD 83 (2011).

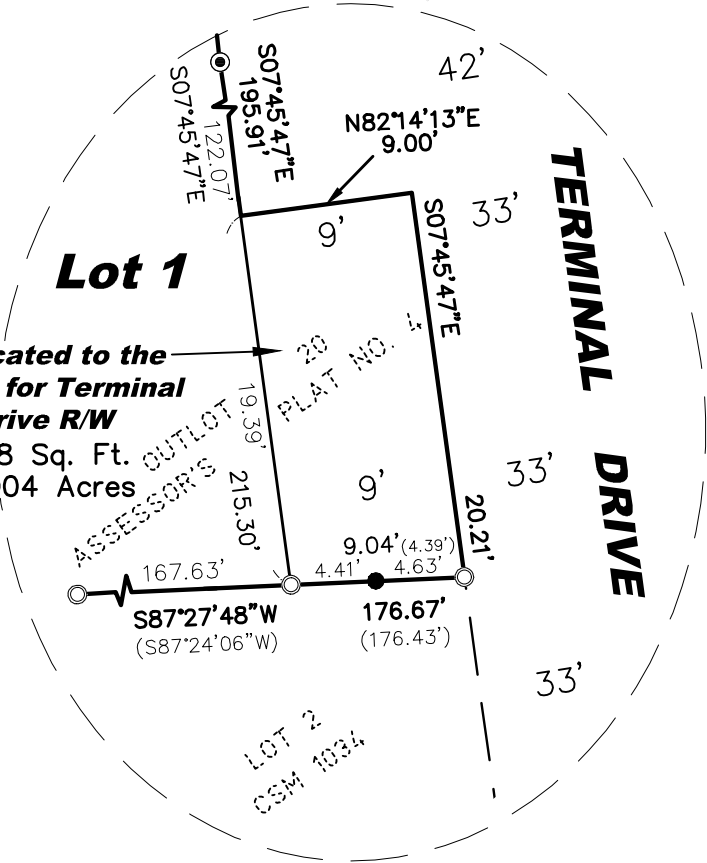
LEGEND

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

CURVE DATA TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	2905.00'	01°14'35"	63.03'	S07°03'40"E - 63.03'
C2	2907.00'	00°04'50"	4.09'	S07°43'22"E - 4.09'
C3	2905.00'	00°15'14"	12.88'	S07°33'20"E - 12.88'
C4	2905.00'	00°59'21"	50.15'	S06°56'02"E - 50.15'
C5	2907.00'	01°14'44"	63.20'	S07°03'35"E - 63.20'
C6	2907.00'	01°19'34"	67.29'	S07°06'00"E - 67.29'

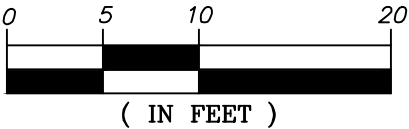


Dedicated to the
Public for Terminal
Drive R/W
178 Sq. Ft.
0.004 Acres



DETAIL "B"
SCALE: 1"=10'

GRAPHIC SCALE



QUAM ENGINEERING, LLC

4604 SIGGLEKOW ROAD - SUITE A MCFARLAND, WI 53558
608-838-7750 www.quamengineering.com
Project # RQ-02-15

Drawn By: MEH
Project # RQ-02-15

DANE COUNTY
CERTIFIED SURVEY MAP # _____

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

SURVEYOR’S CERTIFICATE:

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

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

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

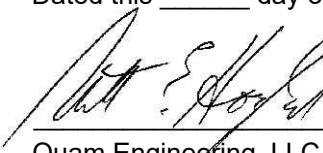
Lot 1 of Dane County Certified Survey Map No. 7449, recorded in Volume 38 of Certified Survey Maps on Pages 214 through 216 as Document No. 2602577 of Dane County Records.

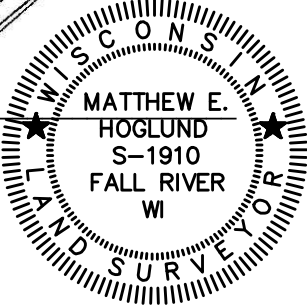
all being located in the Southwest 1/4 of the Northwest 1/4 of Section 34, Township 7 North, Range 10 East, Village of McFarland, Dane County, Wisconsin, containing 241,045 square feet or 5.534 acres, more or less.

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

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

Dated this 29th day of October, 2021.


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



VILLAGE OF McFARLAND PLAN COMMISSION CERTIFICATE:

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

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

Cassandra Suettinger, Clerk, Village of McFarland

C.S.M. No. _____

Doc. No. _____

Vol. _____ Page _____

DANE COUNTY
CERTIFIED SURVEY MAP # _____

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

OWNERS CERTIFICATE:

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

Village of McFarland

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

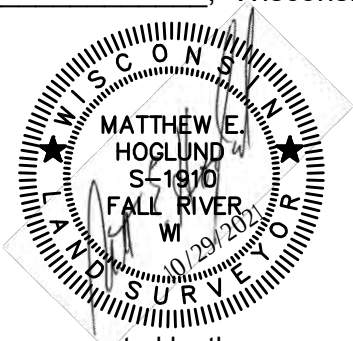
In the presence of: _____

STATE OF WISCONSIN)
COUNTY DANE) SS

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

(Notary Seal) _____ Notary Public, _____, Wisconsin

My commission expires _____.



VILLAGE OF McFARLAND BOARD CERTIFICATE:

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

Dated this ____ day of _____, 2021.

Cassandra Suettinger, Clerk, Village of McFarland

REGISTER OF DEEDS CERTIFICATE:

Received for recording this ____ day of _____, 20__, at _____ o'clock __M. and recorded in Volume _____ of Certified Survey Maps on Pages _____ as Document No. _____.

Kristi Chlebowski, Dane County Register of Deeds

Drawn By: MEH
Project # RQ-02-15

DANE COUNTY
CERTIFIED SURVEY MAP # _____

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

CONSENT OF CORPORATE MORTGAGEE:

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

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

In the presence of:

_____ (Corporate Seal)

By: _____, Date: _____
President

By: _____, Date: _____
Secretary (Cashier)

STATE OF WISCONSIN)
_____ COUNTY) SS

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

(Notary Seal) _____ Notary Public, _____, Wisconsin

My commission expires _____.

CONSENT OF CORPORATE MORTGAGEE:

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

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

In the presence of:

_____ (Corporate Seal)

By: _____, Date: _____
Title

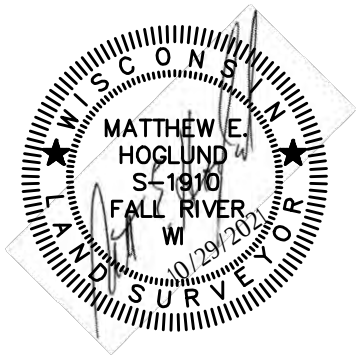
By: _____, Date: _____
Title

STATE OF WISCONSIN)
_____ COUNTY) SS

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

(Notary Seal) _____ Notary Public, _____, Wisconsin

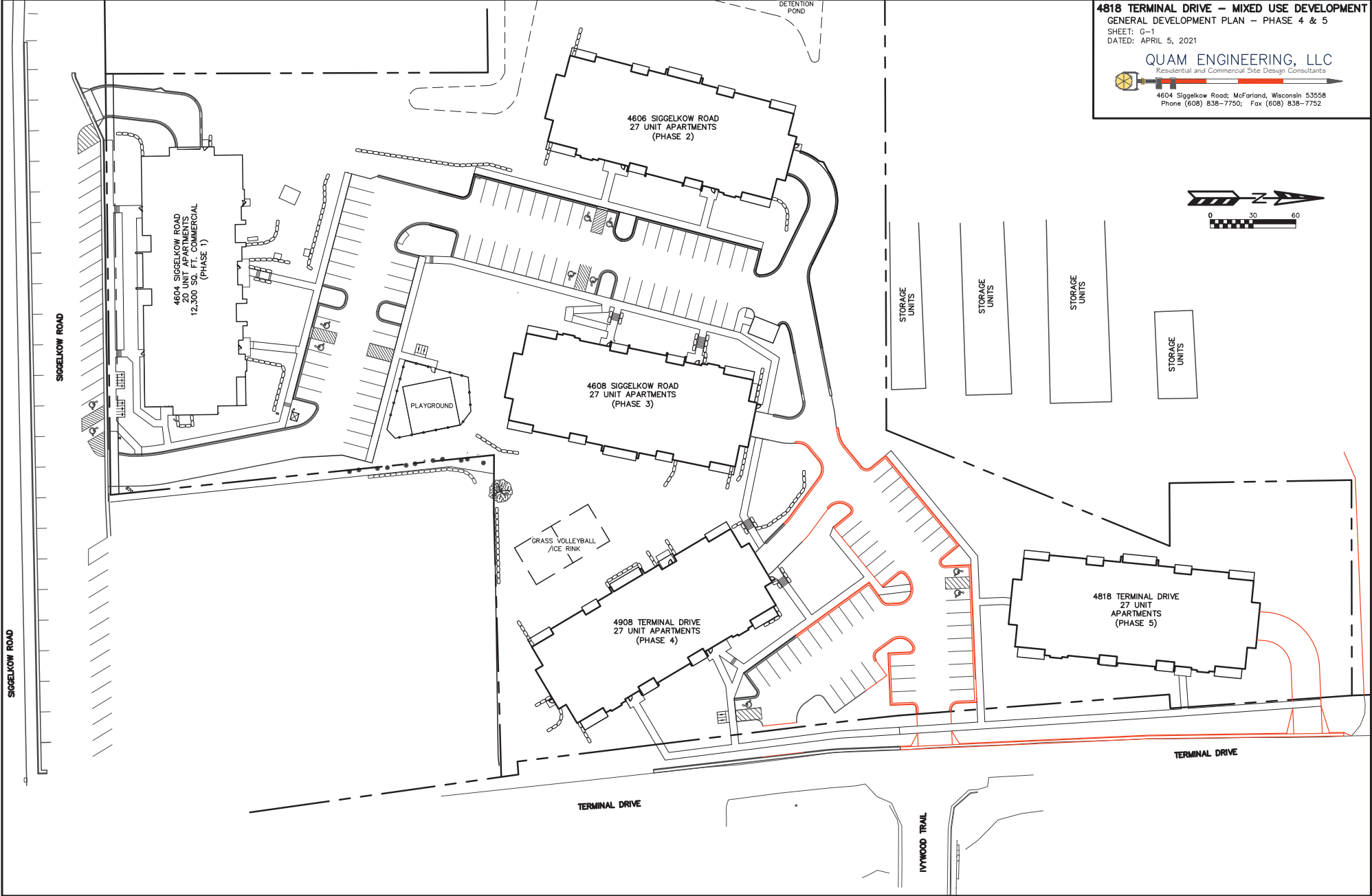
My commission expires _____.

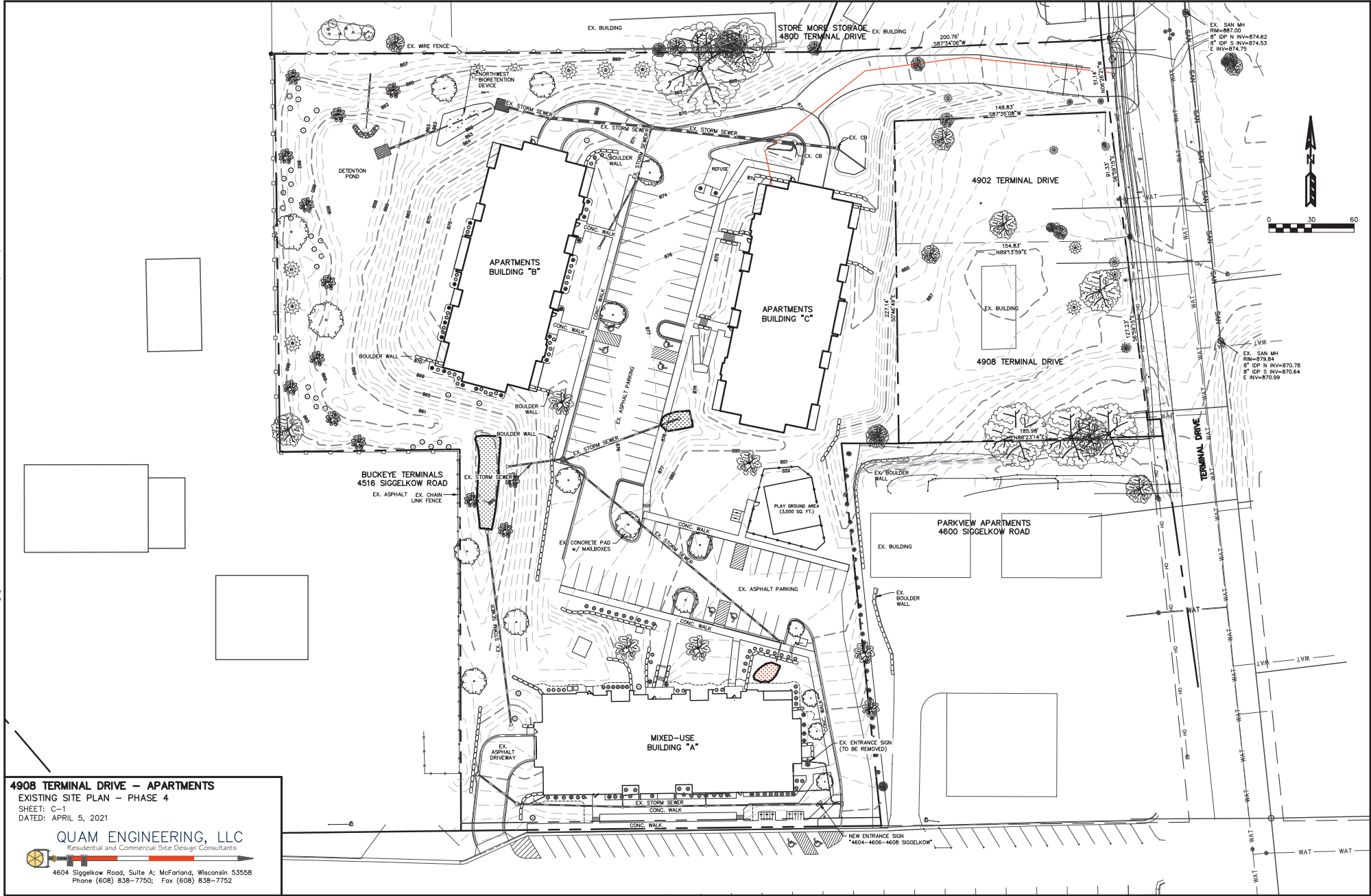


C.S.M. No. _____

Doc. No. _____

Vol. _____ Page _____

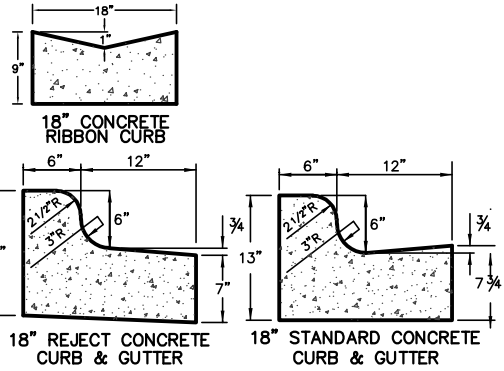
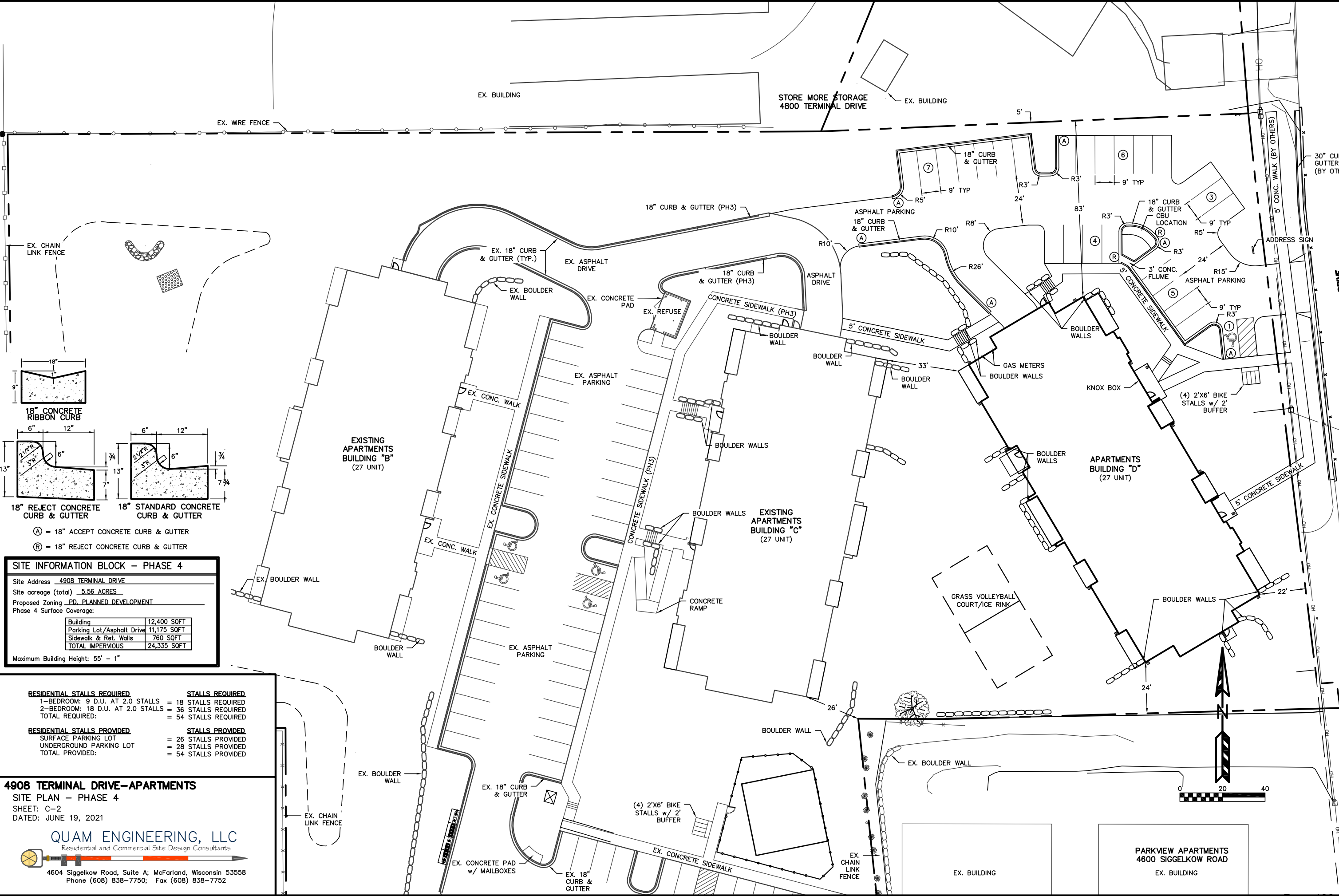




4908 TERMINAL DRIVE - APARTMENTS
 EXISTING SITE PLAN - PHASE 4
 SHEET: C-1
 DATED: APRIL 5, 2021

QUAM ENGINEERING, LLC
 Residential and Commercial Site Design Consultants

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



(A) = 18" ACCEPT CONCRETE CURB & GUTTER
(R) = 18" REJECT CONCRETE CURB & GUTTER

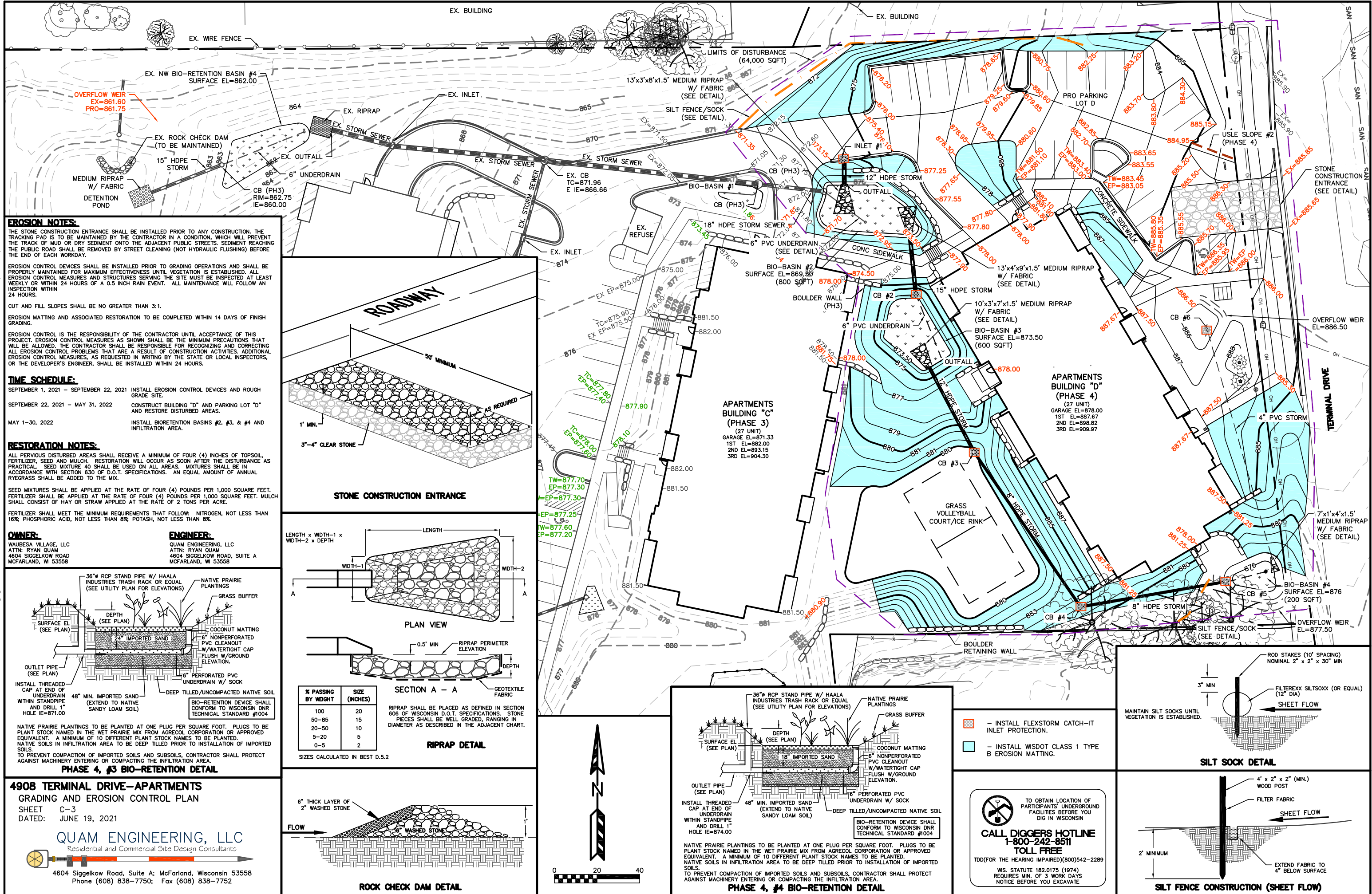
SITE INFORMATION BLOCK - PHASE 4	
Site Address	4908 TERMINAL DRIVE
Site acreage (total)	5.56 ACRES
Proposed Zoning	PD, PLANNED DEVELOPMENT
Phase 4 Surface Coverage:	
Building	12,400 SQFT
Parking Lot/Asphalt Drive	11,175 SQFT
Sidewalk & Ret. Walls	760 SQFT
TOTAL IMPERVIOUS	24,335 SQFT
Maximum Building Height: 55' - 1"	

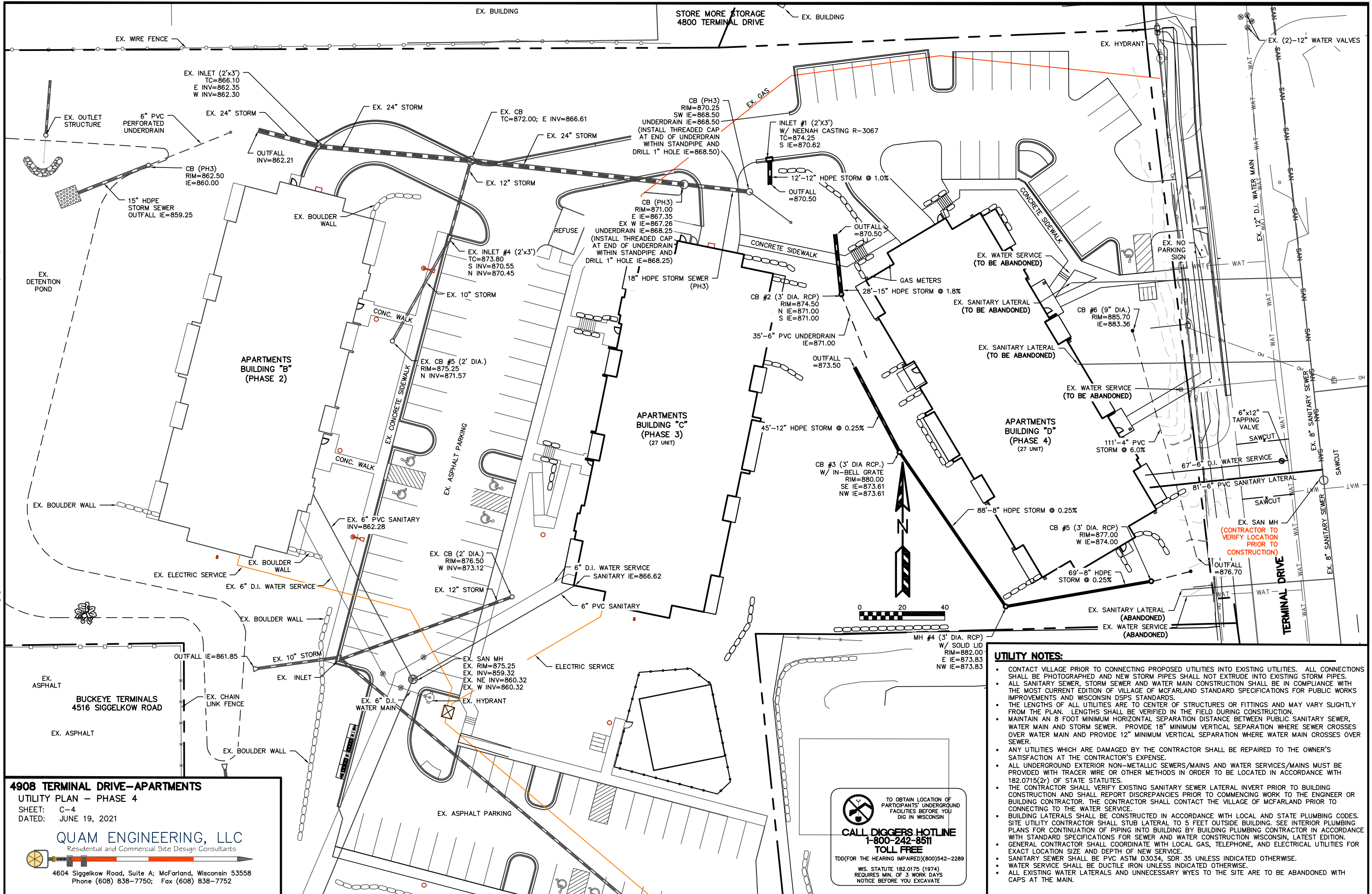
RESIDENTIAL STALLS REQUIRED		STALLS REQUIRED	
1-BEDROOM: 9 D.U. AT 2.0 STALLS	= 18 STALLS REQUIRED	1-BEDROOM: 9 D.U. AT 2.0 STALLS	= 18 STALLS REQUIRED
2-BEDROOM: 18 D.U. AT 2.0 STALLS	= 36 STALLS REQUIRED	2-BEDROOM: 18 D.U. AT 2.0 STALLS	= 36 STALLS REQUIRED
TOTAL REQUIRED:	= 54 STALLS REQUIRED	TOTAL REQUIRED:	= 54 STALLS REQUIRED
RESIDENTIAL STALLS PROVIDED		STALLS PROVIDED	
SURFACE PARKING LOT	= 26 STALLS PROVIDED	SURFACE PARKING LOT	= 26 STALLS PROVIDED
UNDERGROUND PARKING LOT	= 28 STALLS PROVIDED	UNDERGROUND PARKING LOT	= 28 STALLS PROVIDED
TOTAL PROVIDED:	= 54 STALLS PROVIDED	TOTAL PROVIDED:	= 54 STALLS PROVIDED

4908 TERMINAL DRIVE-APARTMENTS
SITE PLAN - PHASE 4
SHEET: C-2
DATED: JUNE 19, 2021

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants

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





Landscape Worksheet (Phase 4)
Terminal Drive - Apartments

Village of McFarland Landscape Point Calculations Minimum Points Required for CG Zoning District			
	Site Measurement	Points Calculation	Points Required
Building Foundation (FT)	616 FT	40 Per 100 FT	247
G.F.A. (SF)	37,165 SF	10 Per 1,000 SF	372
Street Frontage FT)	282 FT	40 Per 100 FT	113
Paved Area (SQ)	12,973 SF	80 Per 10,000 SF	104

836 Total Points Required (Phase 4) (Ord. No. 2011-06, 1, 5-23-2011)	
Points Required - Phase 1	838
Points Required - Phase 2	677
Points Required - Phase 3	677
Points Required - Phase 4	836
Total Points Required	3028
Points Provided - Phase 1	1767
Points Provided - Phase 2	351
Points Provided - Phase 3	217
Points Provided - Phase 4	993
Total Points Provided	3328



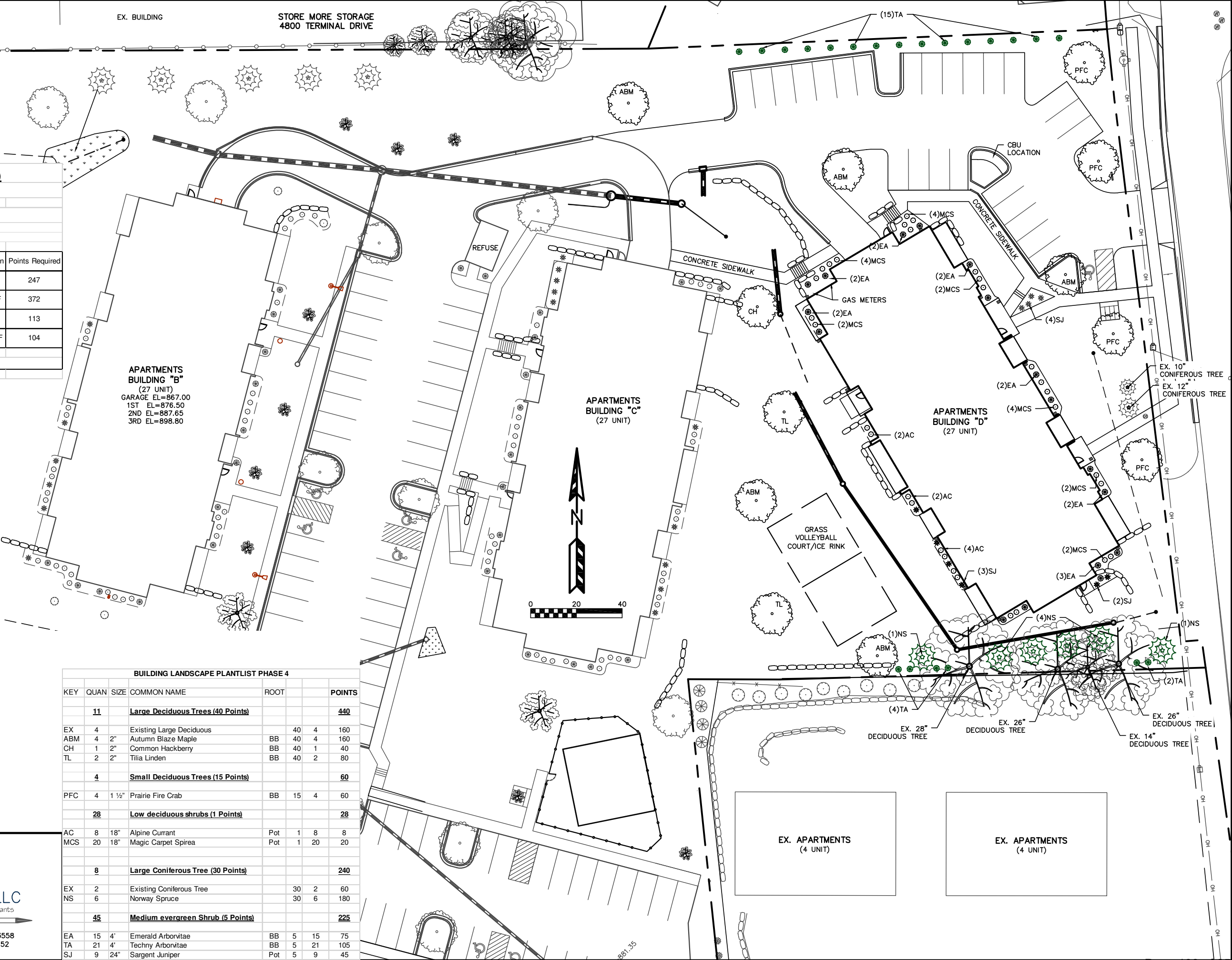
TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN
CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE
TDD(FOR THE HEARING IMPAIRED)(800)542-2289

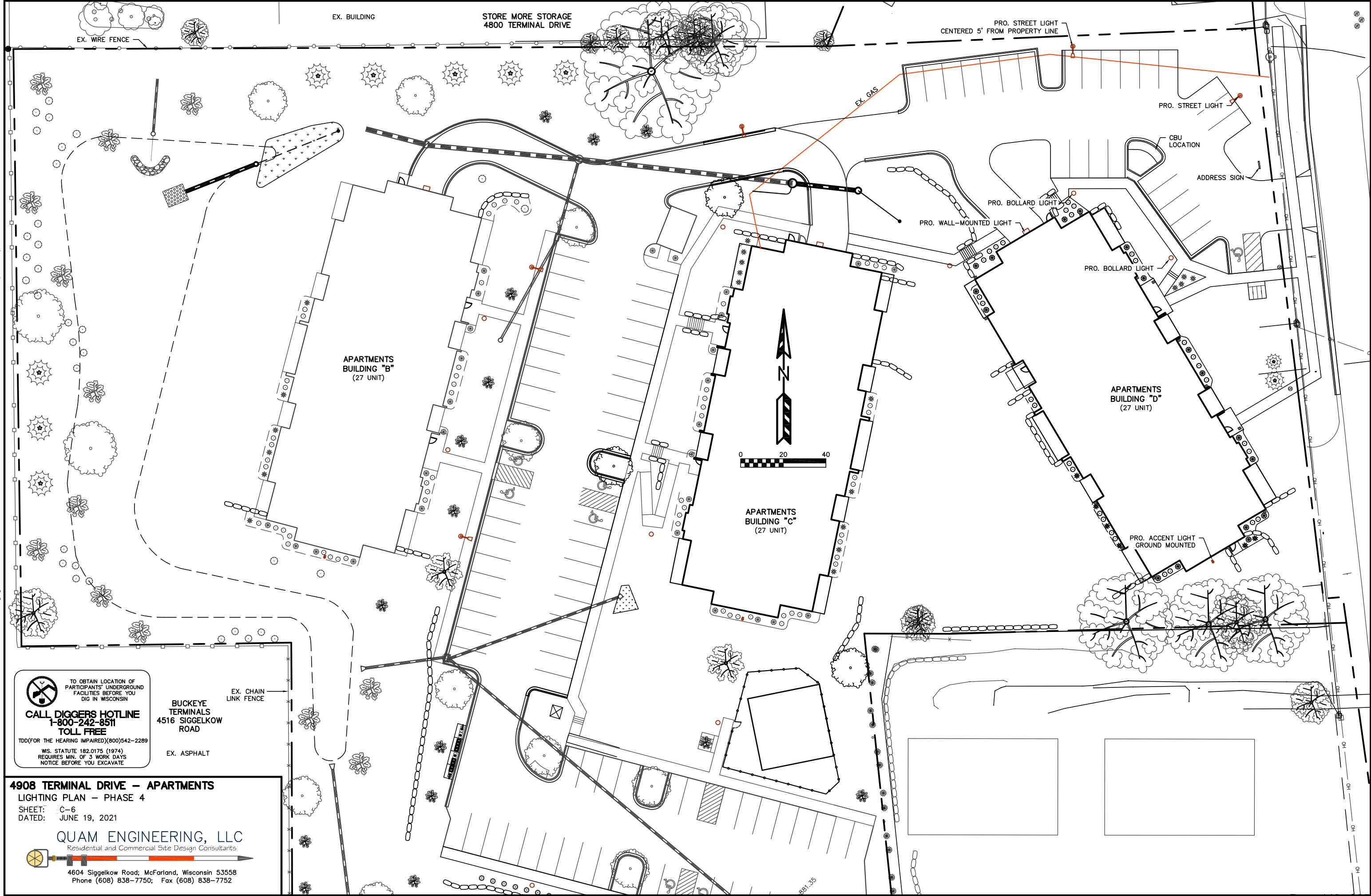
WIS. STATUTE 182.0175 (1974)
REQUIRES MIN. OF 3 WORK DAYS
NOTICE BEFORE YOU EXCAVATE

4908 TERMINAL DRIVE – APARTMENTS
LANDSCAPE PLAN – PHASE 4
SHEET: C-5.3
DATED: JULY 23, 2021

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants

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

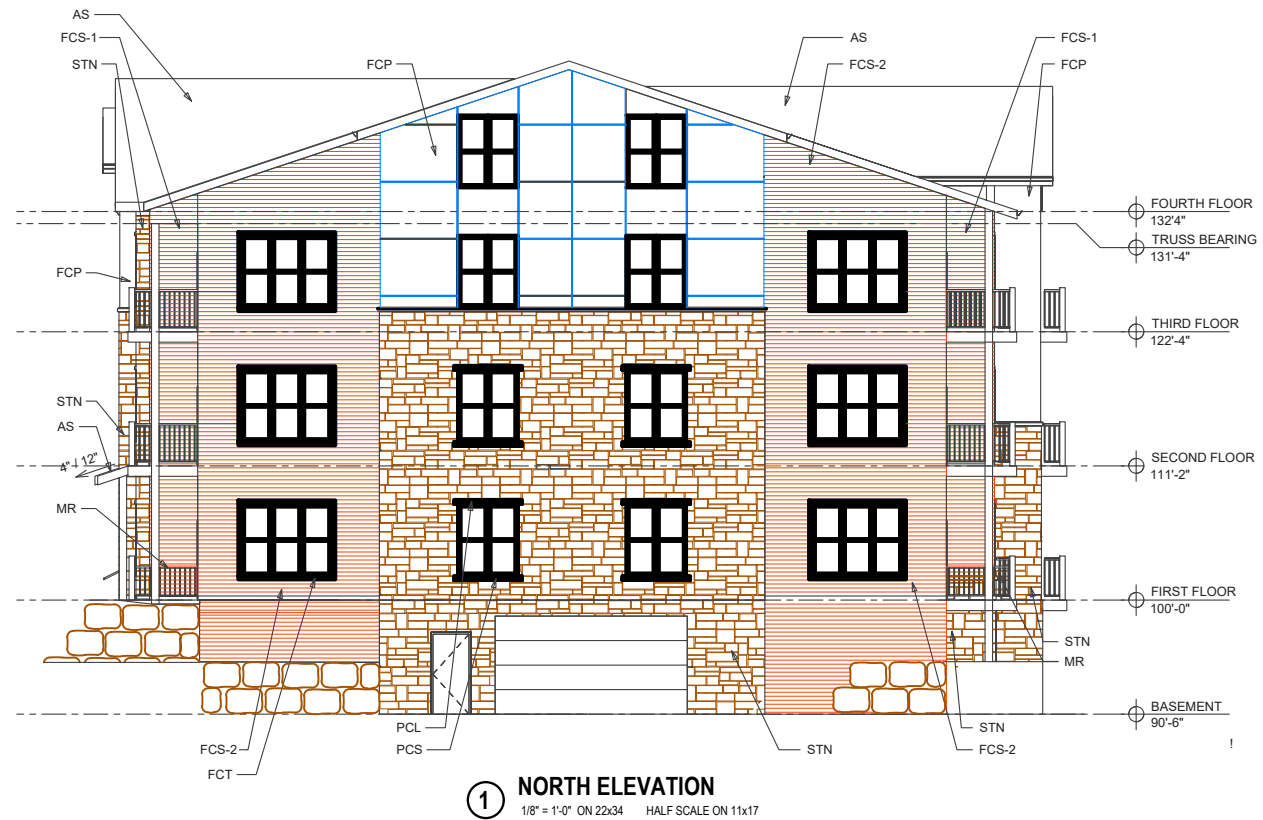






1/8" = 1'-0" ON 22x34 HALF SCALE ON 11x17

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



EXTERIOR ELEVATIONS GENERAL NOTES AND LEGEND

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

GENERAL NOTES

- A. NOT ALL MASONRY PENETRATIONS SHOWN, COORDINATE WITH MEP CONTRACTORS.
- B. REFER TO WINDOW TYPE SHEET A6.2 FOR ALL WINDOW INFORMATION.
- C. CONTROL JOINTS CONTINUOUS FROM TOP OF FOUNDATION TO TOP OF WALL.

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

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants



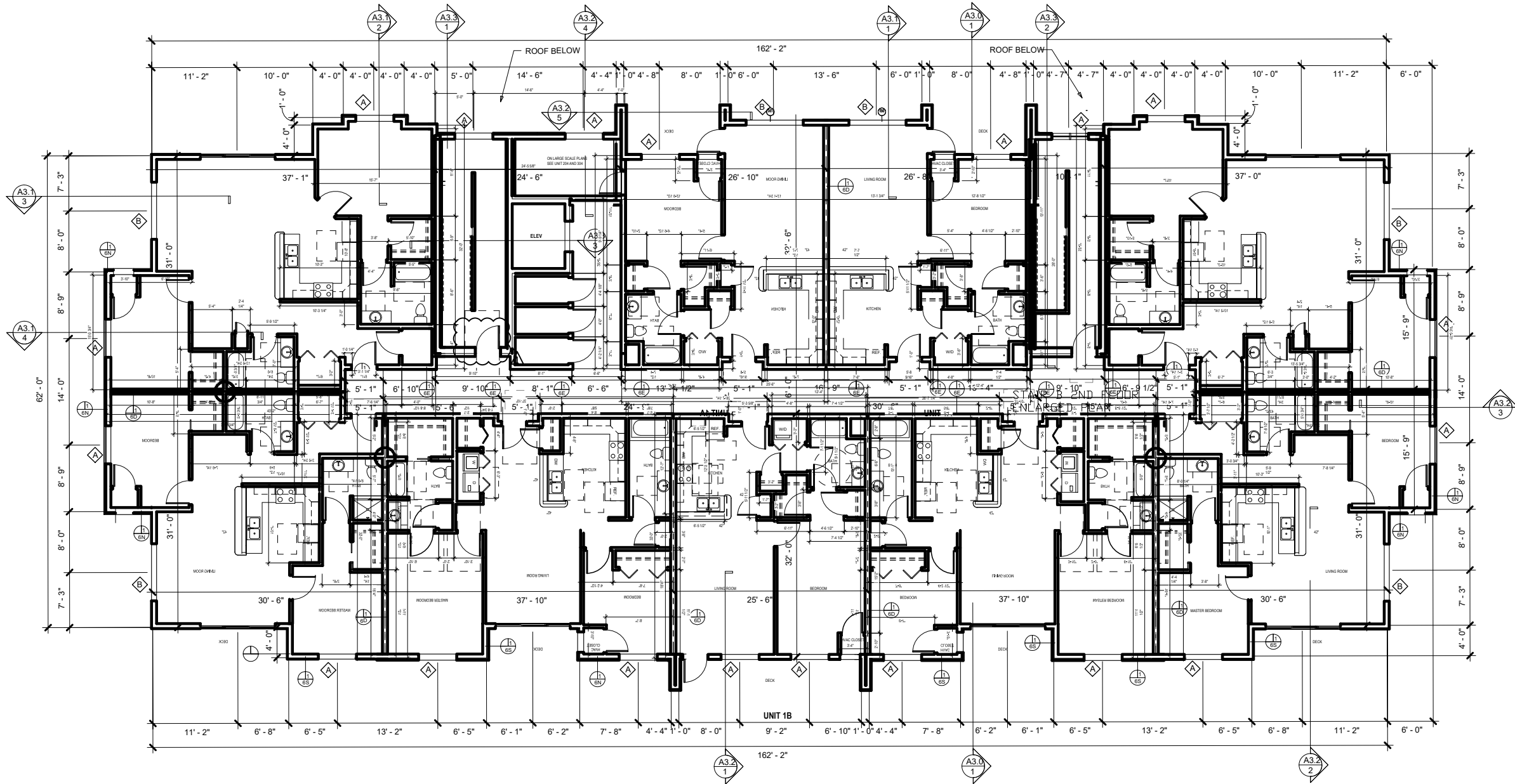
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Year	Number of people (millions)
1980	18
1990	22
2000	28
2020	38

- A. SEE SHEET A6.0 - 5.3 FOR LARGE SCALE PLANS.
- B. SEE SHEET A6.2 FOR INTERIOR ELEVATIONS.
- C. PROVIDE VERTICAL CONTROL JOINTS (CJS) WHERE STRUCTURAL SYSTEMS CHANGE. LOCATIONS THAT ARE PRONE TO CRACKING AND AS REQUIRED BY MANUFACTURERS INSTALLATION RECOMMENDATIONS.
- D. VERIFY SIZE AND LOCATIONS OF ALL MECHANICAL OPENINGS. GENERAL CONTRACTOR TO PAINT AND SEAL LOUVER PERIMETER, TYPICAL.
- E. GENERAL CONTRACTOR TO PROVIDE CONCRETE EQUIPMENT PADS/CURBS AS REQUIRED FOR MECHANICAL/ELECTRICAL EQUIPMENT. VERIFY SIZE/PROFILE/LOCATION WITH PLUMBING/MECHANICAL/ ELECTRICAL.
- F. GENERAL CONTRACTOR TO INSTALL FOAM FILLER AT ALL MASONRY WALL CONTROL/EXPANSION JOINTS AND SEAL BOTH SIDES (WALL REINFORCING TO DISCONTINUE AT JOINTS).
- G. GENERAL CONTRACTOR TO PROVIDE WOOD BLOCKING BETWEEN WOOD/METAL STUDS AS REQUIRED FOR CASEWORK/HANDRAIL/TOILET ACCESSORIES ETC. MOUNTING.
- H. PROVIDE VINYL CARPET EDGE AT ALL CARPET TO DISSIMILAR FLOOR MATERIALS UNLESS NOTED OTHERWISE (U.N.O.).
- I. REFER TO EXTERIOR ELEVATIONS FOR EXTERIOR WALL CONTROL JOINTS.
- J. VERIFY ALL ACTUAL CHASE DIMENSIONS WITH HVAC CONTRACTOR.
- K. ADA CLEARANCE CIRCLES AND BOXES SHOWN ON PLAN ARE FOR INFORMATION PURPOSES ONLY.
- L. DIMENSIONS ARE FROM FACE OF STUD TO FACE OF STUD UNLESS NOTED OTHERWISE.

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



FLOOR PLAN GENERAL NOTES

- A. SEE SHEET A5.0 - 5.3 FOR LARGE SCALE PLANS.
- B. SEE SHEET A6.2 FOR INTERIOR ELEVATIONS.
- C. PROVIDE VERTICAL CONTROL JOINTS (CJS) WHERE STRUCTURAL SYSTEMS CHANGE. LOCATIONS THAT ARE PRONE TO CRACKING AND AS REQUIRED BY MANUFACTURES INSTALLATION RECOMMENDATIONS.
- D. VERIFY SIZE AND LOCATIONS OF ALL MECHANICAL OPENINGS. GENERAL CONTRACTOR TO PAINT AND SEAL LOUVER PERIMETER, TYPICAL.
- E. GENERAL CONTRACTOR TO PROVIDE CONCRETE EQUIPMENT PADS/CURBS AS REQUIRED FOR MECHANICAL/ELECTRICAL EQUIPMENT. VERIFY SIZE/PROFILE/LOCATION WITH PLUMBING/MECHANICAL/ELECTRICAL.
- F. GENERAL CONTRACTOR TO INSTALL FOAM FILLER AT ALL MASONRY WALL CONTROL/EXPANSION JOINTS AND SEAL BOTH SIDES (WALL REINFORCING TO DISCONTINUE AT JOINTS).
- G. GENERAL CONTRACTOR TO PROVIDE WOOD BLOCKING BETWEEN WOOD/METAL STUDS AS REQUIRED FOR CASEWORK/HANDRAIL/TOILET ACCESSORIES ETC. MOUNTING.
- H. PROVIDE VINYL CARPET EDGE AT ALL CARPET TO DISSIMILAR FLOOR MATERIALS UNLESS NOTED OTHERWISE (U.N.O.).
- I. REFER TO EXTERIOR ELEVATIONS FOR EXTERIOR WALL CONTROL JOINTS.
- J. VERIFY ALL ACTUAL CHASE DIMENSIONS WITH HVAC CONTRACTOR.
- K. ADA CLEARANCE CIRCLES AND BOXES SHOWN ON PLAN ARE FOR INFORMATION PURPOSES ONLY.
- L. DIMENSIONS ARE FROM FACE OF STUD TO FACE OF STUD UNLESS NOTED OTHERWISE.

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

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FLOOR PLAN GENERAL NOTES

- A. SEE SHEET A5.0 - 5.3 FOR LARGE SCALE PLANS.
- B. SEE SHEET A6.2 FOR INTERIOR ELEVATIONS.
- C. PROVIDE VERTICAL CONTROL JOINTS (C/J'S) WHERE STRUCTURAL SYSTEMS CHANGE. LOCATIONS THAT ARE PRONE TO CRACKING AND AS REQUIRED BY MANUFACTURES INSTALLATION RECOMMENDATIONS.
- D. VERIFY SIZE AND LOCATIONS OF ALL MECHANICAL OPENINGS. GENERAL CONTRACTOR TO PAINT AND SEAL LOUVER PERIMETER, TYPICAL.
- E. GENERAL CONTRACTOR TO PROVIDE CONCRETE EQUIPMENT PADS/CURBS AS REQUIRED FOR MECHANICAL/ELECTRICAL EQUIPMENT. VERIFY SIZE/PROFILE/LOCATION WITH PLUMBING/MECHANICAL/ELECTRICAL.
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③ FOURTH FLOOR NORTH
1/8" = 1'-0" ON 22x34 HALF SCALE ON 11x17

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

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



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

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UNLIMITED LOAN GUARANTY AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned, and to enable Waubesa Village, LLC, a Wisconsin limited liability company ("Debtor") to obtain tax incremental financing (TIF Loan) in the amount of \$1,030,000.00 evidenced by a Promissory Note (the "Note"), and which was secured by a Real Estate Mortgage (the "TIF Mortgage") executed by Debtor in favor of the Village of McFarland, a Wisconsin municipal corporation (the "Village") for the development of Phase 4 of Waubesa Village (including the refinancing of Debtor's obligations to the Village under notes issued for prior phases, as set forth in the Agreement to Undertake Development by and between the Village of McFarland ("Village") and Waubesa Village, LLC ("Developer"), dated December [REDACTED], 2021 (the "Agreement") and to receive a subordination from the Village of the TIF Loan (and certain other obligations of Debtor to the Village) to Debtor's principal lender, the undersigned hereby unconditionally and irrevocably guarantees the full and prompt payment to the Village of any and all indebtedness, liabilities, payments and obligations of every nature and kind of Debtor to the Village represented by the Note and the TIF Mortgage which may hereafter be owing or due, under said note and mortgage and the undersigned also agrees to pay in addition thereto, all costs, expenses and reasonable attorneys' fees at any time paid or incurred by the Village in endeavoring to collect said indebtedness, liabilities and obligations, and in and about enforcing this instrument (collectively, the "Indebtedness").

The undersigned warrants to the Village that he is presently able to pay his personal debts as they become due and that the making of this Guaranty or the payment of any debt encompassed by this Guaranty shall not cause the undersigned to become insolvent or impair his ability to pay any debt which he has incurred, intends to incur or reasonably believes will incur as it becomes due. The undersigned agrees that his liability under this Guaranty shall not be extinguished unless and until both (a) all of the Indebtedness hereby guaranteed has been paid in full by actual payment, and (b) the preference period applicable to the payment of such indebtedness has expired without any bankruptcy or fraudulent transfer proceeding being brought by or against the undersigned or Debtor, and no collateral given for this Guaranty shall be required to be released until both of such conditions have been met. If the Village is required to refund any payments as a result of any insolvency, bankruptcy or fraudulent transfer proceeding, the undersigned's obligations evidenced by this Guaranty shall continue in effect and the undersigned shall be obligated to repay the Village for any such payment so voided or nullified.

The undersigned agrees that his liability hereunder shall in no way be affected or impaired, nor shall it be discharged, in whole or in part, by any of the following occurrences: (1) the death, incompetency, insolvency, bankruptcy, litigation, dissolution or withdrawal of Debtor or of any guarantor; or (2) renewal, refinancing or extension of the time of the payment of the principal amount of, or any installment or installments of the TIF Loan or any other loan from the Village; or (3) acceptance by the Village of part payment of the principal amount of, or any installment of the TIF Loan or any other loan; or (4) any release, surrender, sale, exchange or substitution by the Village of all or any part of the collateral of Debtor or of any other guarantor; or (5) the release by the Village of any guarantors and/or the acceptance of additional guarantors; or (6) any failure of the Village to perfect any security interest in the collateral for the loan or of any guarantor or to record or register any lien or encumbrance thereon; or (7) the unenforceability of any document or instrument executed by the Village or the Debtor. The liability of the Guarantor hereunder shall be a continuing liability and shall not be affected by (nor shall anything herein contained be deemed to be a limitation upon) the amount of credit which may be extended to Debtor, the number of transactions with Debtor, repayments by Debtor to the Village, or the allocation by the Village of repayments by Debtor, it being the understanding of the Guarantor that his liability shall continue hereunder so long as there are any unsatisfied obligations from Debtor to the Village pursuant to the TIF Loan, any other outstanding loan or any extensions thereof. The discharge of Debtor's obligations to repay the aforesaid loans, which discharge is a result of any bankruptcy

proceeding filed by or against Debtor, shall not diminish, release or impair the obligations of the undersigned under this Loan Guaranty Agreement. The undersigned specifically agrees that in the event of the foreclosure of the TIF Mortgage and in the event of a deficiency resulting therefrom, the undersigned shall be and hereby are expressly made liable to the Village for the amount of such deficiency notwithstanding any provision of the laws of the State of Wisconsin which may prevent the Village from enforcing such deficiency against Debtor, its successors or assigns.

This Guaranty is a guaranty of payment and performance and not of collectability. It is expressly agreed by the undersigned that it shall not be necessary for the Village to proceed first against the Debtor (or to liquidate or foreclose upon any collateral) before proceeding to enforce this guaranty or as a condition to payment or performance by Guarantor hereon.

The undersigned agrees that all indebtedness, liability or liabilities now or at any time or time hereafter owing by Debtor, other than obligations incurred in the ordinary course of Debtor's business, to the undersigned are hereby subordinated to the obligations guaranteed hereunder, and any payment of indebtedness of the Debtor to the undersigned, if the Village so requests, at any time an Event of Default shall exist and be continuing under the terms of the aforesaid note or mortgage, shall be received by the undersigned as trustee for the Village on account of the obligations guaranteed hereunder. The undersigned agrees that the payment of any amount or amounts by the undersigned pursuant to this Loan Guaranty Agreement which does not result in payment in full of all obligations of Debtor to the Village guaranteed hereunder shall not in any way entitle the undersigned whether at law, in equity or otherwise to any right to participate in any security held by the Village for the payment of the obligations guaranteed hereunder, any right to direct the application or disposition of any such security or any right to direct the enforcement of any such security. In the event a right of action and claim has arisen under this Loan Guaranty Agreement in case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any of the undersigned or the property of any of the undersigned, the Village shall be entitled and empowered, by intervention in such proceedings or otherwise: (a) to file and prove a claim for the whole amount of the Indebtedness guaranteed and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Village (including any claim for the reasonable compensation, expenses, disbursements and advances of the Village and the Village's agents and counsel) allowed in such judicial proceeding; and (b) to collect and receive any monies or other property payable or deliverable on any such claims.

The undersigned waives demand, notice of dishonor, presentment for payment, diligence in collection, acceptance of this guaranty and notice of any adverse change in the financial condition of Debtor or any guarantor or of any other fact that might materially increase the risk of the guarantor hereon. This guaranty shall be binding upon the undersigned and upon his heirs, legal representatives, successors and assigns, and shall inure to the benefit of the Village, its successors and assigns. The validity and construction of this guaranty shall be governed by the laws of the State of Wisconsin. If any provision of this Guaranty shall be declared invalid, unenforceable, or illegal, that part will not affect the validity, enforceability or legality of any other provision contained herein. This Loan Guaranty Agreement is executed at the same time as the aforesaid note.

This Guaranty constitutes a separate and independent contract with and obligation to the Village, and the undersigned recognizes and intends that this Guaranty be a separate source of repayment of the Indebtedness hereby guaranteed. Therefore, to induce the Village to make the TIF Loan to the Debtor and to subordinate the above-referenced TIF Mortgage with the knowledge and intention that the Village rely upon these presents in so doing, the undersigned agrees that recourse may be obtained against the undersigned for the repayment of all or any outstanding portion of said indebtedness prior to, concurrently with or after any action, proceeding, settlement or other means by which the Village may from time to

time elect to recover said indebtedness; that in no event shall the Village be deemed to have elected any remedy which precludes or impairs its ability to proceed against the undersigned hereunder; and that this Guaranty may be enforced prior to, concurrently, with or after any action against Debtor and shall survive any foreclosure, sheriff sale pursuant to foreclosure or sale on execution, trustee's sale or deed in lieu of foreclosure, deed in lieu of sheriff sale, or deed in lieu of trustee's sale of any personal or real property encumbered or to which any judgment or other lien attaches to satisfy said indebtedness. In particular, this Guaranty shall survive as an independent contractual obligation any public or trustee's sale under a mortgage with power of sale or deed of trust, despite any statutory provision which otherwise prohibits any deficiency judgment, extinguishes the Indebtedness secured thereby, or otherwise relieves Debtor from further liability, the undersigned hereby recognizing and agreeing that his liability hereunder is not conditioned in any manner upon the existence of such liability of Debtor, and for such purposes the undersigned, while not waiving his rights of subrogation as such, hereby waives any defense to his obligations hereunder which is based upon the impairment of his ability to obtain any redress against Debtor through indemnification, subrogation, reimbursement, contribution or otherwise as a result of a foreclosure or trustee's sale, including, without limitation, any defense that such subrogation or similar rights were abrogated by any acts or omissions of the Village (excepting only such defenses which assert that the Village intentionally abrogated the undersigned's subrogation or similar rights for no legitimate purpose other than to deprive the undersigned of such rights; it being understood and agreed that abrogation of such rights of the undersigned solely as a result of the operation of law resulting from the Village's legitimate actions may not be the subject of any such defense). Upon payment in full of the obligations of Debtor to the Village guaranteed hereunder, the Village shall, upon the request of the undersigned, assign to the undersigned all of its rights against Debtor and all evidence of such rights, including, without limitation, notes, mortgages and all other related security documentation.

Guarantor acknowledges that he is an owner of the Debtor, and as a result thereof, Guarantor will benefit from the TIF Loan and the Village's subordination of the TIF Mortgage Debtor's principal lender, and full and adequate consideration has been received by Guarantor in exchange for this Loan Guaranty Agreement.

With respect to the undersigned Wisconsin married resident, the undersigned represents that this obligation is incurred in the interest of his marriage or family.

Executed and delivered at _____, Wisconsin, this ____ day of December, 2021.

GUARANTOR:

Ryan D. Quam

State Bar of Wisconsin Form 16-2003
FIXED RATE NOTE

Document Number

Document Name

For value received, the undersigned ("Borrower"), jointly and severally if more than one, promises to pay to the order of the Village of McFarland ("Holder") the principal sum of \$ 1,030,000.00 together with interest on the unpaid principal balance from the date of this note ("Note") at the rate of 3.250 % per annum until this Note is paid in full. Interest shall be computed annually based on a 360 day year. Payment shall be made as follows:

CHOOSE ONE OF THE FOLLOWING OPTIONS; ONLY ONE SHALL APPLY:

- ☐ A. **Single Payment.** In one payment on _____, plus interest payable _____.
- ☐ B. **Installments of Principal and Interest.** In _____ equal payments of \$ _____ due on _____, and on the same day of each _____ month thereafter, plus a final payment of the unpaid principal and interest due on _____.
- ☐ C. **Installments of Interest Only.** In payments of interest of _____ due on _____, and on the same day of each _____ month thereafter, plus a final payment of the unpaid principal due plus accrued interest on _____.
- X D. **Other.** Payments of principal and interest shall be made on the dates and in the amounts provided in Addendum A hereto.

Payments shall be made to Holder at 5915 Milwaukee Street, PO Box 110, McFarland, WI 53558 or such other location as Holder shall designate by written notice to Borrower.

CHOOSE THE FOLLOWING, IF APPLICABLE:

- ☐ On execution of this Note, Borrower will prepay interest to _____.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- ☒ A. This Note may be prepaid in whole or part without premium or penalty at any time.
- ☐ B. There may be no prepayment of principal without permission of Holder.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- ☒ A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.
- ☐ B. In the event of any prepayment, this Note shall not be treated as in default with respect to payment so long as the unpaid balance of principal and interest (and in such case accruing interest shall be treated as unpaid principal) is less than the amount that said indebtedness would

have been had the payments been made as specified above; provided that payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from any mortgage given as security for this Note.

Holder may grant renewals or extensions or otherwise modify the terms of this Note or any instrument securing this Note without affecting the liability of Borrower or any guarantor of this Note.

If Borrower fails to pay any installment payable hereunder within 30 days after it becomes due or if any other default, including a default under any security for this Note, is not cured within 30 days after notice of default is mailed to Borrower, Holder may at its option and without further notice accelerate the amount due under the Note and declare it immediately due and payable. If any installment payable hereunder is delinquent more than 30 days, Borrower shall pay a late charge to Holder of 5% of the delinquent amount. Borrower shall pay all costs and expenses, including reasonable attorney fees, of collection and enforcement of any security for the Note, unless prohibited by law.

Other provisions: See Addendum A

Presentment, protest and notice of dishonor are hereby waived.

This Note is secured by a mortgage on Lot 1, CSM #_____ and personal guaranty of Ryan D. Quam.

Dated _____.

Waubesa Village by:

_____(SEAL)_____(SEAL)
Ryan J. Quam, Manager

GUARANTY

~~The undersigned, for valuable consideration, hereby guarantees payment of all sums due and to become due under the above Note, including (without limitation) principal, interest and costs and expenses of collection.~~

Dated _____.

GUARANTOR:

_____(SEAL)_____(SEAL)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
FIXED RATE NOTE STATE BAR OF WISCONSIN FORM NO. 16-2003

* Type name below signatures.

**ADDENDUM A
TO FIXED RATE NOTE**

Borrower: Waubesa Village, LLC
Lender: Village of McFarland
Date: December _____, 2021

Borrower guarantees that the improvements constructed on the real property legally described as: Lot 1, Certified Survey Map No. _____ in the Village of McFarland (the "Property"), which is the subject of the loan evidenced by this Note, shall have an assessed value which, on January 1, 2023 and each year thereafter as provided in the Agreement (as defined below), pursuant to Wis. Stats. §70.32(1), shall be no less than Eleven Million Six Hundred Thousand and 00/100 Dollars (\$11,600,000).

Tax Increments (as defined in §66.1105, Wis. Stats.) relating to improvements constructed on the Property received by the Lender during the term of Tax Incremental District No. 3, Village of McFarland, as well as any Deficiency Payments as defined in the Agreement timely paid (whether by Borrower or any guarantor), shall be applied to reduce the balance due on this Note.

This Note shall mature and become fully payable on the earlier of July 31, 2028 or the conveyance of any part of the property mortgaged as security for this Note by Borrower to a third party or upon transfer of a controlling interest in the Borrower to a third party without the prior written consent of the Lender, in Lender's reasonable discretion.

This Note is further subject to the terms and conditions of the Real Estate Acquisition and Development Agreement by and between the Village of McFarland and Waubesa Village, LLC dated December _____, 2021 (the "Agreement").

Capitalized terms not otherwise defined in this Note shall have the meaning set forth in the Agreement.

State Bar of Wisconsin Form 21-2003
MORTGAGE

Document Number

Document Name

Waubesa Village, LLC, a Wisconsin limited liability company

("Mortgagor," whether one or more) mortgages to the Village of McFarland,
a Wisconsin municipal corporation,
its successors or assigns ("Mortgagee," whether one or more), to secure
payment of \$1,030,000.00 evidenced by a note or notes, or other
obligation ("Obligation") dated December __, 2021,
executed by Waubesa Village, LLC

to Mortgagee, and any extensions, renewals and modifications of the Obligation
and refinancings of any such indebtedness on any terms whatsoever (including
increases in interest) and the payment of all other sums, with interest, advanced
to protect the Property and the security of this Mortgage, and all other amounts
paid by Mortgagee hereunder, the following property, together with all rights
and interests appurtenant thereto in law or equity, all rents, issue and profits
arising therefrom, including insurance proceeds and condemnation awards, all
structures, improvements and fixtures located thereon, in Dane
County, State of Wisconsin ("Property"):

Lot 1, Certified Survey Map No. ____, recorded in the Office of the Register of
Deeds for Dane County in Vol. ____ of Certified Survey Maps, pages ____
as Document No. ____.

Recording Area

Name and Return Address

Andrew Bremer
Village of McFarland
5915 Milwaukee Street
PO Box 110
McFarland, WI 53558

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

This is a purchase money mortgage.
(is) (is not)

1. MORTGAGOR'S COVENANTS.

a. **COVENANT OF TITLE.** Mortgagor warrants title to the Property, except restrictions and
easements of record, if any, and further excepting: _____.

b. **FIXTURES.** Any property which has been affixed to the Property and is used in connection with it is
intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject
to this Mortgage.

c. **TAXES.** Mortgagor promises to pay when due all taxes and assessments levied on the Property or
upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE.** Mortgagor shall keep the improvements on the Property insured against loss or damage
occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance,
through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the
Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage
clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee.
Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee

otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES.** In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY.** Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

10. **ASSIGNMENT OF RENTS.** Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats, as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. **ENVIRONMENTAL PROVISION.** Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. **SECURITY INTEREST ON FIXTURES.** To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

☒ A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.

☐ B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are Waubesa Village, LLC, 4604 Siggelkow Road, Suite A, McFarland , WI 53558-8853; (6) the state of organization and the organizational identification number of the debtor (if applicable) are Wisconsin W051235; and (7) the address of the secured party is Village of McFarland, 5915 Milwaukee Street, PO Box 110, McFarland, WI 53558.

13. **SINGULAR; PLURAL.** As used herein, the singular shall include the plural and any gender shall include all genders.

14. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY.** The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. **MARITAL PROPERTY STATEMENT.** Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated December __, 2021 .

Waubesa Village, LLC

_____(SEAL)_____(SEAL)
*Ryan D. Quam, Manager *

_____(SEAL)_____(SEAL)
* *

AUTHENTICATION

Signature(s) _____

authenticated on _____.

* _____

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

THIS INSTRUMENT DRAFTED BY:

Allen D. Reuter, Attorney at Law
Madison, WI

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

Personally came before me on December __, 2021 ,
the above-named Ryan D. Quam

_____ to me known to be the person(s) who executed the
foregoing instrument and acknowledged the same.

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

(Signatures may be authenticated or acknowledged. Both are not necessary.)

MORTGAGE NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
STATE BAR OF WISCONSIN FORM NO. 21-2003

* Type name below signatures.

McFarland
SUMMARY SHEET

MEETING DATE: Monday, December 13, 2021

SECTION: Business

DEPARTMENT: Police

CONTACT: Aaron Chapin, Police Chief

AGENDA ITEM: Discussion and action regarding emergency notification software for the Village.

PREVIOUS ACTION:

The Public Safety Committee reviewed this proposal at its meeting on October 13, 2021 and recommended approval to pursue the Rave Alert System. Another system, Civic Ready, was considered in this process but ultimately not recommended as part of their review. The Police Chief will explain the difference in proposals in the meeting.

ISSUE SUMMARY:

Our Public Safety Departments have been working with the Committee to consider enhanced communications tools to better engage the public during emergency operations. The objective being to implement technology to connects with people efficiently while still managing a crisis situation. Rave Mobile Safety is a communications tool that Dane County has used in order to accomplish that objective. The Village has used Rave through Dane County through recent incidents we have had here locally in the Village. The Rave Alert system provides the ability to send mass notifications and/or targeted messages to connect and inform the Community, organizations, schools, or other institutions with critical information at critical times. More information on its capabilities is included within your packet. The Police Chief will further review this with the board in the meeting as he has taken the lead on the project. The Fire and Rescue Chief has included his comments in a letter included within your packet.

FINANCIAL/BUDGET IMPACT:

The total cost of the proposal is \$2,500 as a one-time setup fee followed by annual fees of \$6,120 for 60 months (5 years). The cost will be paid out of the 2022 Budget of the Capital Projects Fund for next year, and then worked into the operating budget thereafter in future budget cycles. There are multiple lines for Technology related expenses in which these costs can be included within.

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended Action:

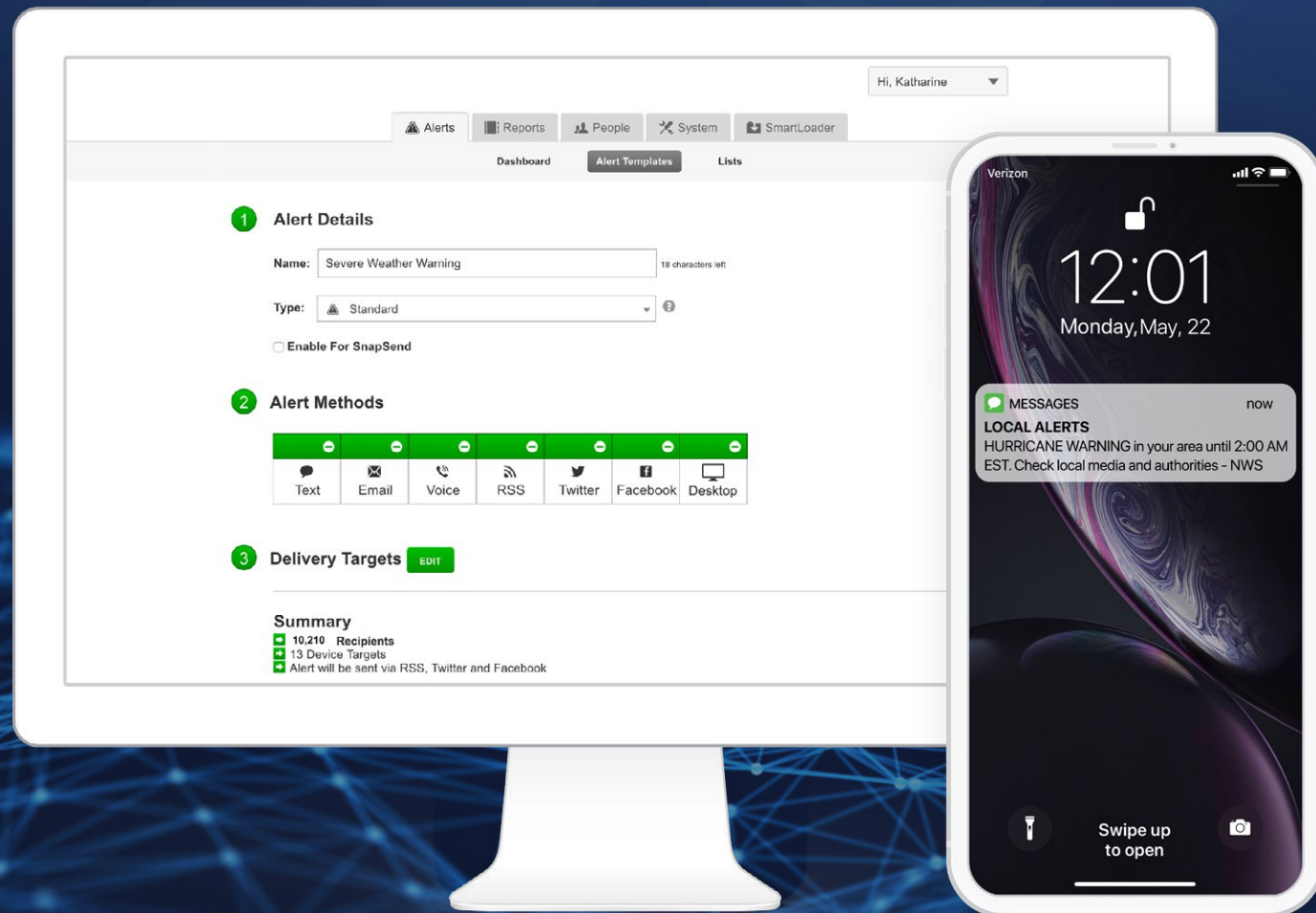


Motion, second to accept the proposal from Rave Mobile Safety for emergency notification services.

ATTACHMENTS:

1. Rave Alert (1)
2. Rave Alert - Opt-in Keywords (1)
3. Rave Collaborate
4. Rave Eyewitness
5. Rave Notifier for Desktop
6. Village of McFarland-Rave Alert
7. 20211011 EM Noti MFR Review

Emergency Notifications in Three Clicks



In a world of unknowns, Rave's critical communication and collaboration platform helps prepare and respond to any type of incident. Rave Alert provides the ability to send mass notifications and/or targeted messages to connect and inform your community, organization, school or institution with critical information at critical times.

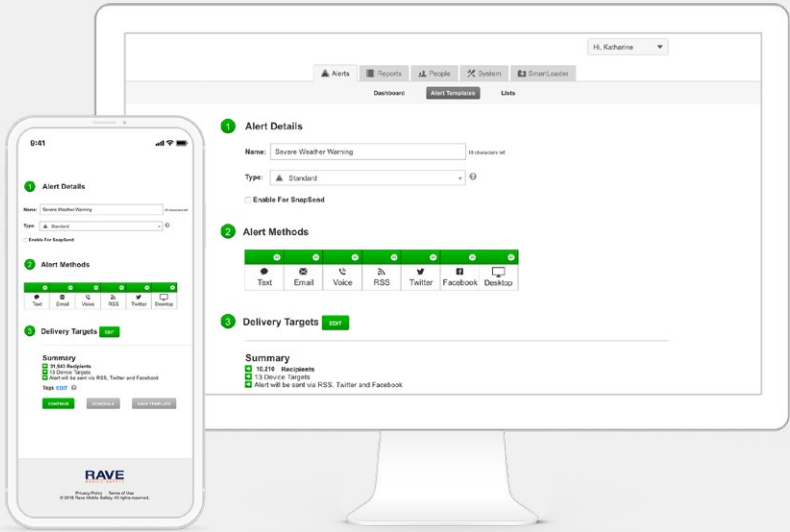
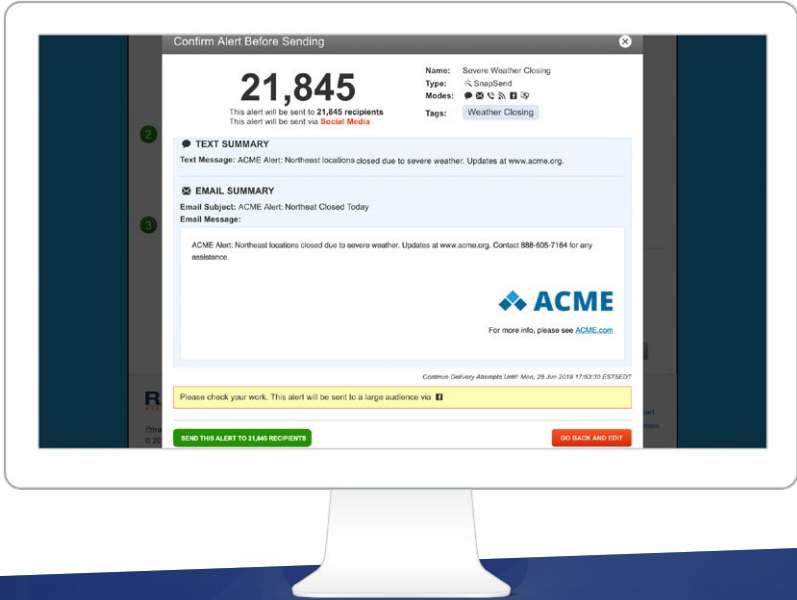
With prebuilt templates, a mobile-friendly interface and multilingual capabilities, Rave Alert is easy to use, easy to deploy and guaranteed to perform when seconds count providing:

- 1 Strong Engagement with your Population
- 2 Quick and Reliable Messaging
- 3 Enhanced Internal Response Coordination

GUARANTEED CRITICAL MESSAGING

Thousands of federal, state and local agencies, schools, higher education institutions, hospitals and businesses all rely of Rave. With the backing of a public safety grade infrastructure, Rave Alert sends more than 1.2 billion notifications a year and over 4,000 text messages a second helping you:

- **Connect with your community, students or employees to keep them informed and engaged**
- **Provide information and resources quickly during both planned and unplanned events**
- **Increase response effectiveness through real-time updates from a single launch point**

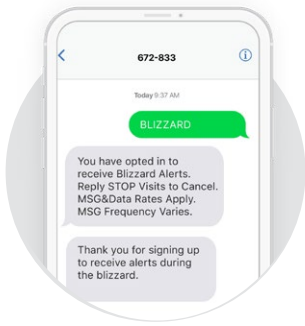


EASY-TO-USE INTERFACE

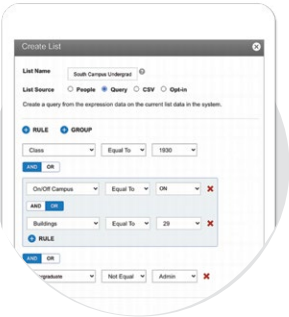
Your system is only as reliable as the people it can reach. Rave has the tools necessary to manage your organizations’ data and have your administrators up and running in less than two hours. Rave Alert is built for large-scale notifications and sends targeted messages across all channels to:

- **Expand your reach with instant notifications via text, voice, email, desktop and more**
- **Handle ongoing management of your database of record to bolster list segmentation by location, department or criteria of your choosing**
- **Allow administrators to customize their interface based on role or needs, provide administrative updates to internal users, and receive real-time reporting on alert success and delivery rates**

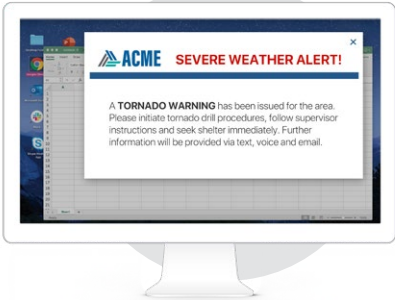
ONGOING FEATURE ENHANCEMENTS



OPT-IN KEYWORD ALERTS to reach a wider audience and communicate with people temporarily or long term through a self-service, opt-in citizen portal



EXPANDED USER ATTRIBUTES to load all pertinent user data, as well as better classify and target users based on department, role or location



DESKTOP NOTIFICATIONS to allow for the management of sending and delivering messages all within one system

With Rave, you are doing all you can to provide critical information to the people that need it when it matters most. Rave Alert takes emergency notifications to the next level and can be used however you see fit – in the most critical unplanned situations or for the everyday scheduled events.

This easy-to-use, easy-to-deploy, and high-performing notification system is the only way to guarantee people will receive all of the information they need to stay safe.

Market Leader in **Critical Communication and Collaboration**

8,000
CUSTOMERS WORLDWIDE

3,500
COMMUNITIES & AGENCIES
ACROSS ALL 50 STATES

10,000
K-12 SCHOOLS

1,600
ENTERPRISES &
HEALTHCARE FACILITIES

15 YEARS
AS PUBLIC SAFETY'S
INNOVATIVE LEADER

20%
9-1-1 CALLS PROCESSED PER YEAR

70%
U.S. HIGHER EDUCATION POPULATION

99%
CUSTOMER RENEWAL RATE



“ I am a happy customer who represents the largest healthcare employer in New York State with over 70,000 employees, 20+ hospitals and more than 600 physician practices. Despite losing three months of my planned project timeline due to the COVID-19 shutdown, the Rave team did all they could to make sure we met our target deadline. They made the switch from our existing mass notification system seamless. They were attentive to our needs every step of the way.”



MARK SWENSON
COORDINATOR, NORTHWELL HEALTH
EMERGENCY MANAGEMENT

“ Rave Alert has been an amazing communication resource for our community. The ability to customize has helped us meet our county's specific needs, while ensuring that we deliver the right message to the right people at exactly the right time.”



MIKE ARMITAGE
EATON COUNTY CENTRAL DISPATCH,
MICHIGAN



Do all you can today.™

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Opt-In to Alerts with Rave Keywords

Rave's critical communication and collaboration platform helps maximize safety and provide notifications for organizations, schools, states, cities and towns all across the country. By collecting and sharing critical information – Rave keeps your people informed, actionable and safe.

RAVE KEYWORDS AVAILABLE WITHIN RAVE ALERT ALLOW YOU TO:

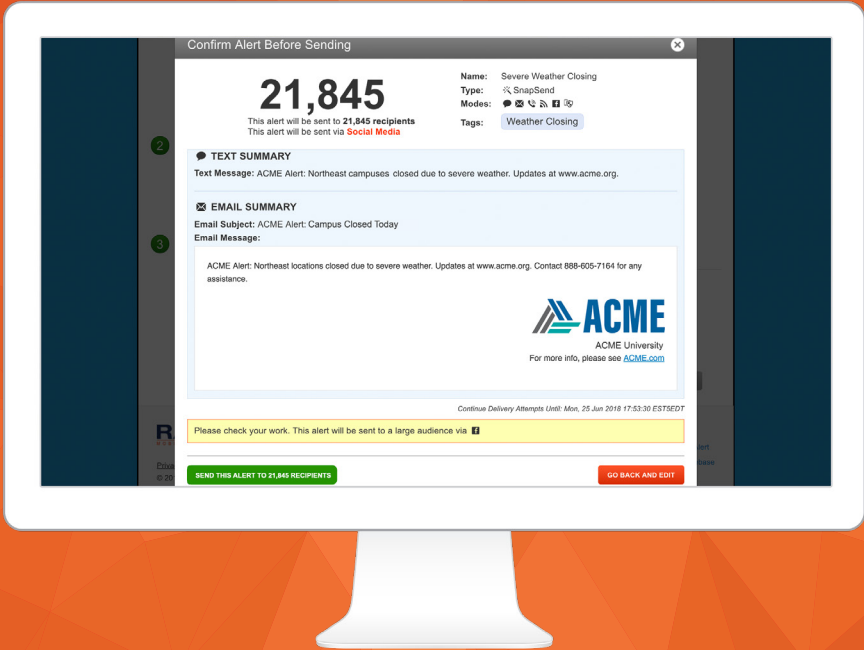
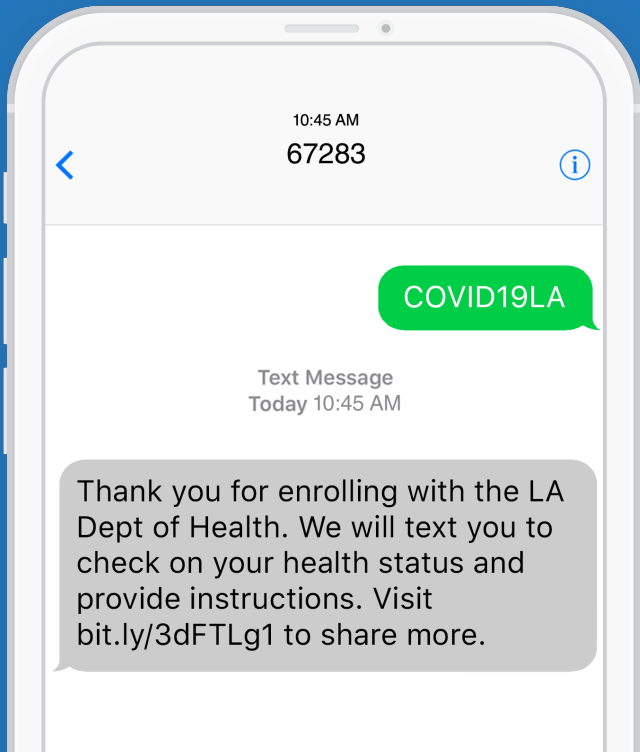
- 1 **Communicate and protect** your people
- 2 Reach a **wider audience**
- 3 Provide the option for people to **receive temporary or long-term notifications**



IMPROVE CRITICAL COMMUNICATION

Do all you can to show your commitment to preparedness and safety for your residents, commuters, and visitors.

- **Easy sign up process to receive mass emergency notifications**
- **Timely updates during a natural disaster or large-scale event**
- **Targeted messages to people that have requested them**



FLEXIBLE MANAGEMENT

Do all you can to provide the option of safety and information when desired.

- **Deliver information and resources immediately with welcome message or communicate to those that opt-out**
- **Optional automatic expiration available**
- **Opt-in subscriptions on a specific date or during a specific duration**

INCLUDE A WIDER AUDIENCE

Do all you can to keep everyone in the know during emergency or non-emergency events.

- **Communicate with guests, visitors and contractors**
- **Leverage for events or conferences to send temporary updates or cancellations**
- **Push notifications during severe weather with up to date information and resources**



Engage with your community and provide the option to join by simply texting a keyword to a short code number. Those who opt-in will receive timely and relevant texts, emails or social notifications about the events of interest to them.

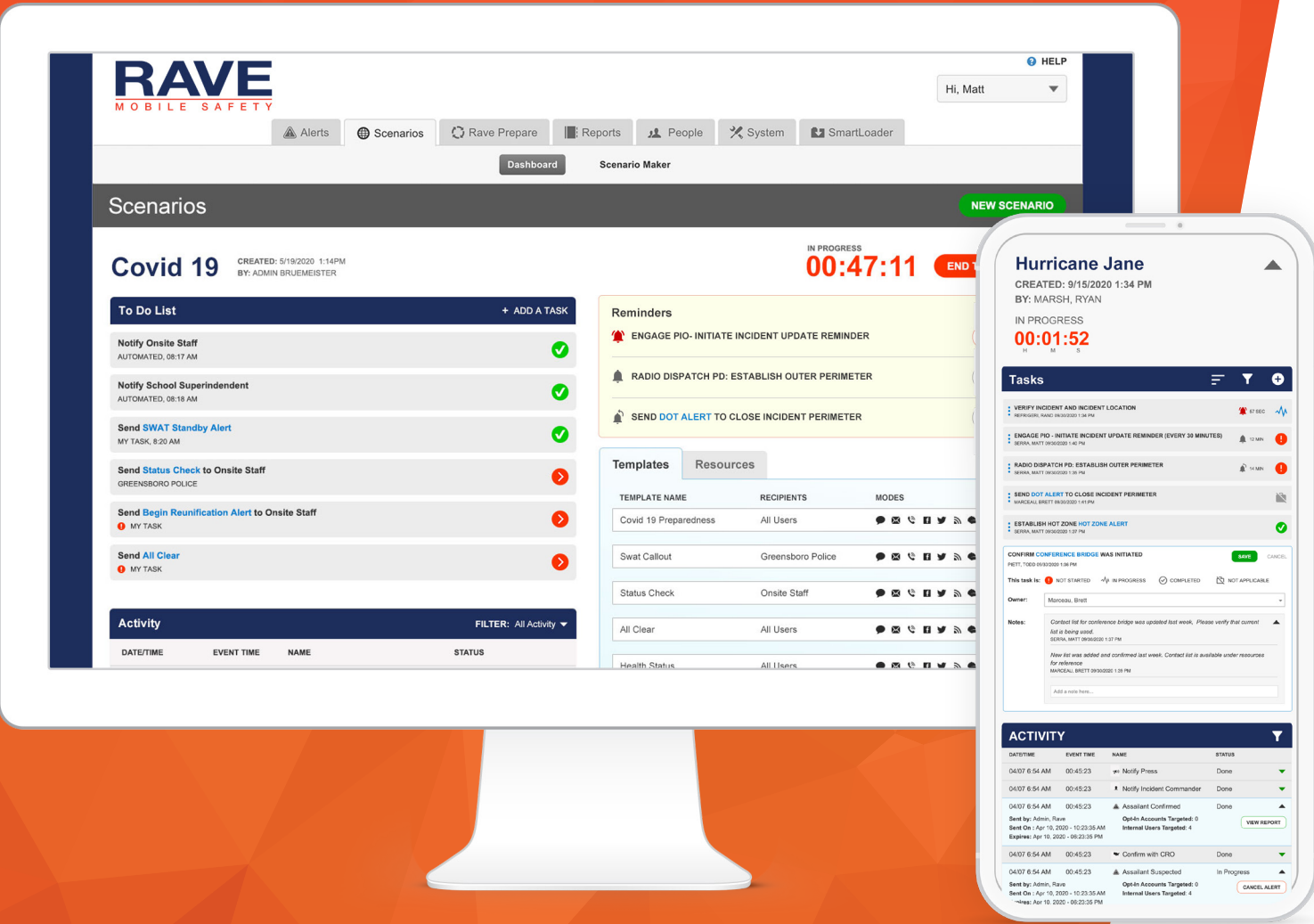
Contact Rave today for more information: www.ravemobilesafety.com/rave-alert-product



Do all you can today.™

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Tactical Incident Collaboration



To fully prepare for both planned and unplanned events, communication and collaboration within one platform eliminates several risks and challenges.

Whether a routine situation such as a drill or an unexpected emergency requiring critical response, the ability to immediately notify key stakeholders, establish clear responsibilities, and provide direction for tactical decisions, is key in providing or restoring a safe and secure environment.

Rave Collaborate is designed to help you think bigger, plan smarter, and act faster before, during and after an event with:

- 1 Automated Communication of Key Information
- 2 Immediately Assigned Critical Tasks
- 3 Situation-Specific Access to Materials and Plans
- 4 Extensive Recording to Track Response and Actions
- 5 Simple to Deploy, Easy to Use

Rave Collaborate is a user-friendly tool that reinforces policies and procedures, provides critical information and resources, and tracks actions taken in a way that supports situational awareness and after-action reporting.

SITUATIONAL AWARENESS

Easy-to-use dashboard
with clearly defined actions

Intuitive task list,
activity status, ownership
and notes

Users and actions recorded
and displayed in a detailed timeline

AlertsScenariosRave PrepareReportsPeopleLibrarySystemSmartLoader

Active ScenariosScenario Maker

3 Active Scenarios

ACTIVATE A SCENARIO

ACTIVE ASSAILANT

CREATED: 1:34 PM
BY: MARSH, RYAN

IN PROGRESS00:01:52

END THIS SCENARIO

Tasks

SORT

FILTER

ADD

VERIFY INCIDENT AND INCIDENT LOCATION

REFRIGERI, RAND 09/30/2020 1:34 PM

57 SEC

ENGAGE PIO - INITIATE INCIDENT UPDATE REMINDER (EVERY 30 MINUTES)

SERRA, MATT 09/30/2020 1:40 PM

12 MIN

RADIO DISPATCH PD: ESTABLISH OUTER PERIMETER

SERRA, MATT 09/30/2020 1:35 PM

14 MIN

SEND DOT ALERT TO CLOSE INCIDENT PERIMETER

MARCEAU, BRETT 09/30/2020 1:41 PM

ESTABLISH HOT ZONE HOT ZONE ALERT

SERRA, MATT 09/30/2020 1:37 PM

Activity

FILTER

DATE/TIME	EVENT TIME	NAME	STATUS
04/07 6:54 AM	00:45:23	Notify Press	In Progress
04/07 6:54 AM	00:45:23	Notify Incident Commander	Done
04/07 6:54 AM	00:45:23	Assailant Confirmed	Done
Sent by: Admin, Rave Sent On : Apr 10, 2020 - 10:23:35 AM Expires: Apr 10, 2020 - 06:23:35 PM			VIEW REPORT
04/07 6:54 AM	00:45:23	Confirm with CRO	Done

Reminders

ENGAGE PIO- INITIATE INCIDENT UPDATE REMINDER

57 SEC

RADIO DISPATCH PD: ESTABLISH OUTER PERIMETER

1 MIN

SEND DOT ALERT TO CLOSE INCIDENT PERIMETER

14 MIN

TemplatesResources

TEMPLATE NAME	RECIPIENTS	MODES	
ACTIVE ASSAILANT ALERT	INDIVIDUAL USERS		SELECT
ACTIVE ASSAILANT CONFIRM	INDIVIDUAL USERS		SELECT
ALL CLEAR	EVERYONE		SELECT
REUNIFICATION	ALL INTERNAL		SELECT
PROCEDURES	ALL INTERNAL		SELECT
PERIMETER WARNING	EVERYONE		SELECT
STAFF ALERT	INDIVIDUAL USERS		SELECT

+ ADD A TEMPLATE

INCREASED COORDINATION

Seamless integration
with Rave's high-performance
communications infrastructure

Quickly initiate events
through Rave Alert, Rave Panic
Button, standards-based third-party
integrations or even manually

Establish clear responsibilities
with reminders, tracking and
task updates

FASTER RESPONSE

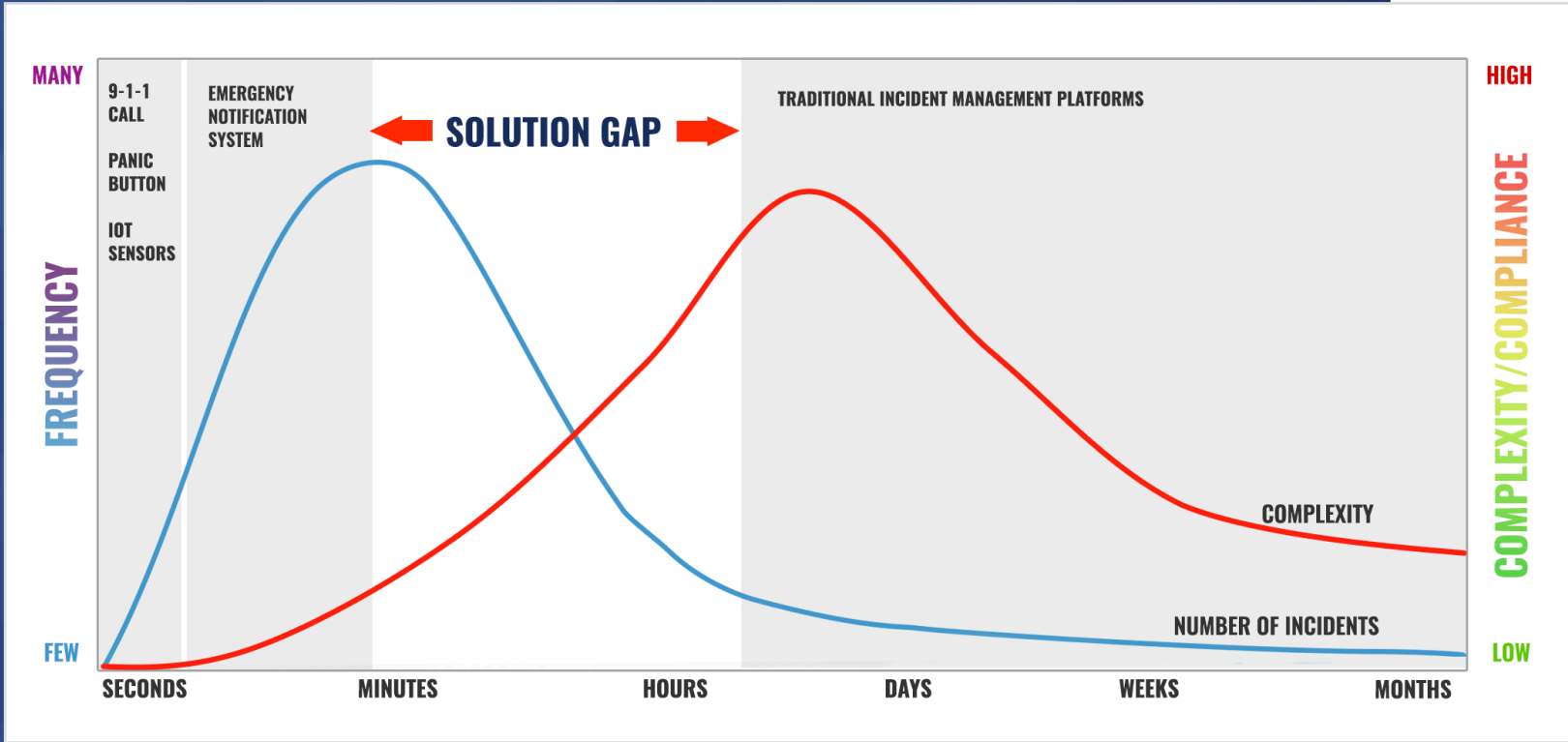
**Share and reference
documents and materials**
added and collected before,
during and after an event

**Leverage prebuilt
communication templates**
for all types of scenarios

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MOBILE SAFETY

Page 166 of 254

Rave Collaborate addresses events not accommodated by existing incident management solutions: shorter duration, moderately complex activities faced on a regular basis.



The critical early minutes and hours of an event are often a time of chaos and confusion. Rave Collaborate is a simple, easy-to-use solution that minimizes the complexity of your response and allows you to always be prepared with all tasks and responsibilities clearly defined from the onset of the event through the all-clear signal.

“One thing we’ve found is a shortcoming in this command emergency management process of ensuring that an incident is run properly. Most of our job is recovery and, let’s face it, people are judged on how well they recover. You have to have a digital platform to be able to effectively communicate and track tasks.”



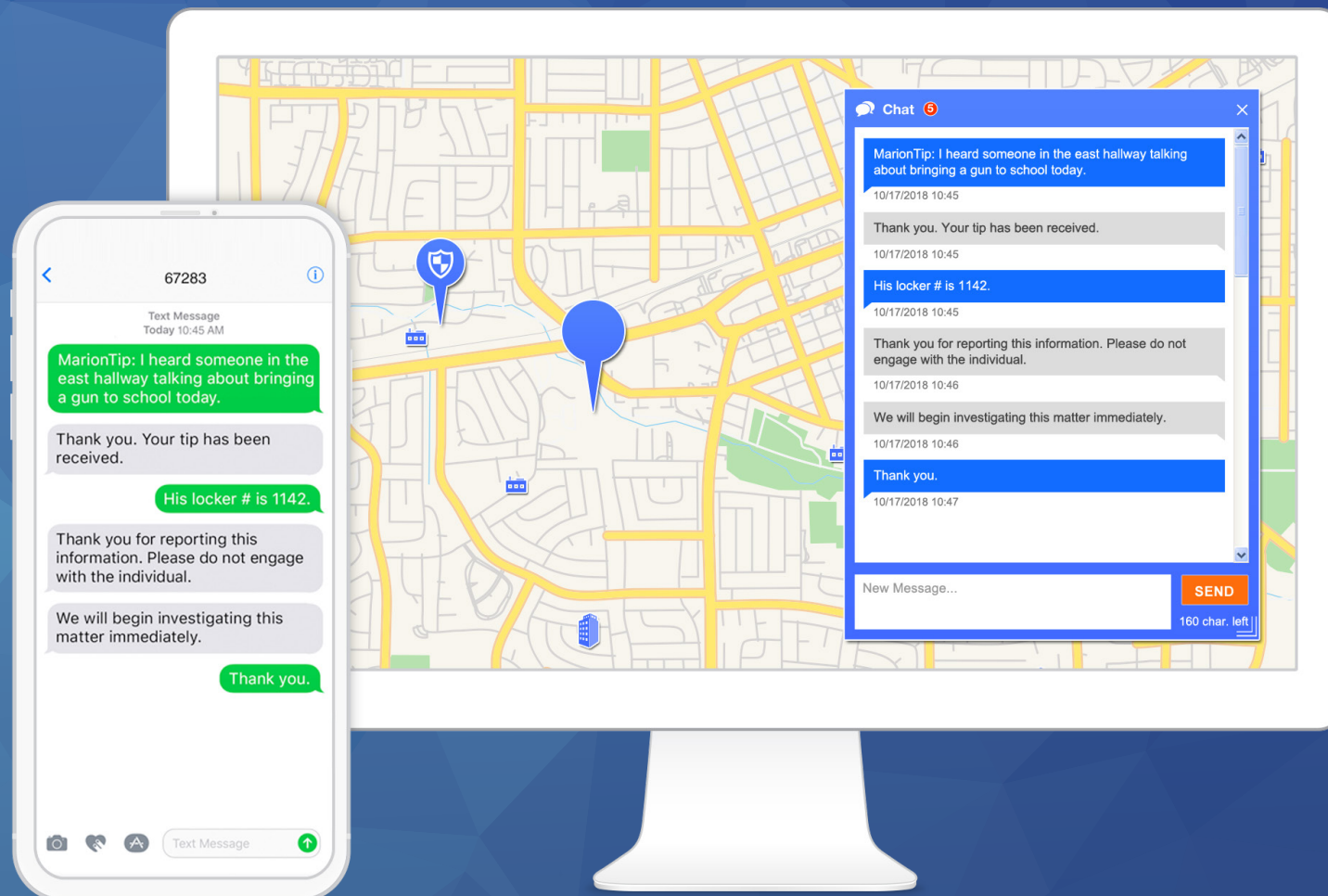
CAPTAIN RICK FRANCIS
DIRECTOR OF SCHOOL SAFETY AND SECURITY
SEMINOLE COUNTY SCHOOLS, FL

With Rave Collaborate, you are able to prepare for all possible scenarios, share critical data, send notifications quickly and coordinate a response to make sure every task is completed. All your staff, no matter their experience, is able to make the best decisions and record their actions.

In your schools, offices and communities, do all you can to respond quickly and effectively to any situation.

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Anonymous Text-to-Tip Solution



Rave Eyewitness™ empowers the people you protect to discreetly send text messages and report dangerous situations to the people who can help and respond.

Let your students, staff, faculty, and/or the wider public be law enforcement's eyes and ears – providing them the ability to advert a safety threat with a simple text.

- 1 Learn about rumored weapons or crime, incidents of bullying or mental health concerns before it's too late.**
- 2 Solicit need-to-know information from your community without the worry of the public knowing where it came from.**
- 3 Access real-time reporting for logs, trends and incident patterns over time.**

SEE SOMETHING. SAY SOMETHING. DO SOMETHING.

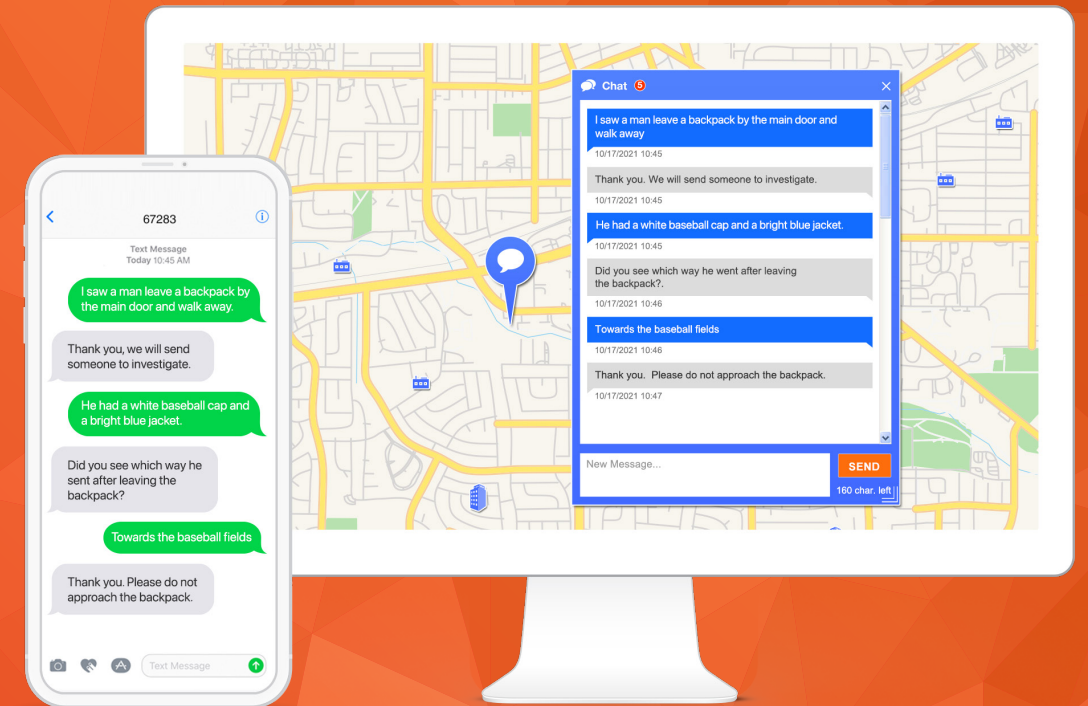
The 2021 USSS Report on School Violence found that targeted violence is preventable when communities identify warning signs and intervene.

“In every case, tragedy was averted by members of the community coming forward when they observed behaviors that elicited concern.”

– **Averting Targeted School Violence: A U.S. Secret Service Analysis of Plots Against Schools, March 2021**

Crowd-sourced information and tools like Rave Eyewitness can be used to solve major and everyday crimes. These tips play a key role in restoring safety to communities and reducing the impact of that crime. Prevent dangerous incidents before they happen with the most widely-used anonymous tip software.

**Text “Threat”
to 67383**



HOW IT WORKS

- A citizen sees suspicious activity and texts a tip to your Rave Eyewitness ID number. The tipster receives confirmation that the tip was received.
- A Public Safety Officer, Principal, 9-1-1, or other designated authority is immediately notified via audio and visual alerts.
- The designated authority can respond in real-time and create a dialog by using text-only to solicit additional information and details.
- Every report is logged for future viewing and reviewing trends and incident patterns over time.

BENEFITS OF RAVE EYEWITNESS™

- **The anonymity of a text-to-tip line is crucial.** Many people do not feel comfortable talking directly to authorities or don't want anyone to know they submitted the tip.
- **There is no hardware or software needed** to install this web-based software-as-a-service product. You can begin using Rave Eyewitness immediately.
- **Rave's reporting console** shows your usage and incident patterns over time, providing deeper insight into the needs of the people you protect.

Everyone has the right to be safe where they live, work, go to school and congregate. With Rave, you are doing all you can to protect every student, employee and community member with the industry's most reliable personal safety solutions.

Rave Eyewitness is part of a larger suite of community safety tools within the Rave Platform. Rave enables communities, businesses, healthcare organizations, schools and higher education institutions to connect and engage with people wherever they are.

It is easy to use, easy to deploy and high performing, trusted by thousands of organizations to help build positive engagement and empower the people within them.

"Students need to feel safe and comfortable for meaningful learning to occur. We must do everything in our power to ensure student safety, and we are grateful for this partnership that allows for us to expand the tip line."



Joy Hofmeister
State Superintendent of Public Instruction
Oklahoma State Department of Education



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MOBILE SAFETY

Do all you can today.™

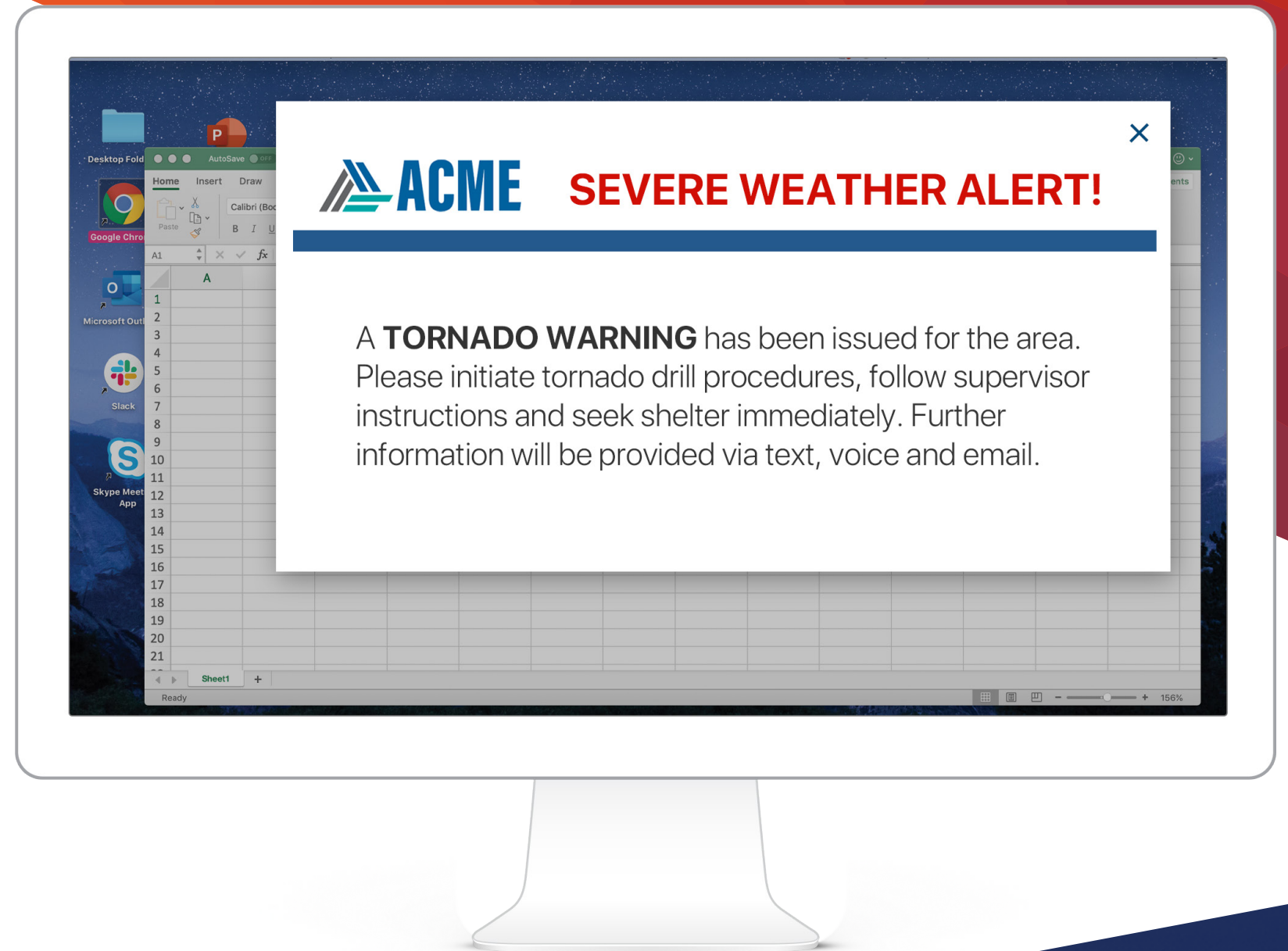
888-605-7164 | sales@ravemobilesafety.com | ravemobilesafety.com

Rave Notifier for Desktop

With the majority of people working from home, it is essential to make sure all critical notifications are being delivered and seen by all employees. If a phone is in the other room or facedown on a desk, this new delivery mode makes sure messages appear directly on computers, no matter what network they are connected to.

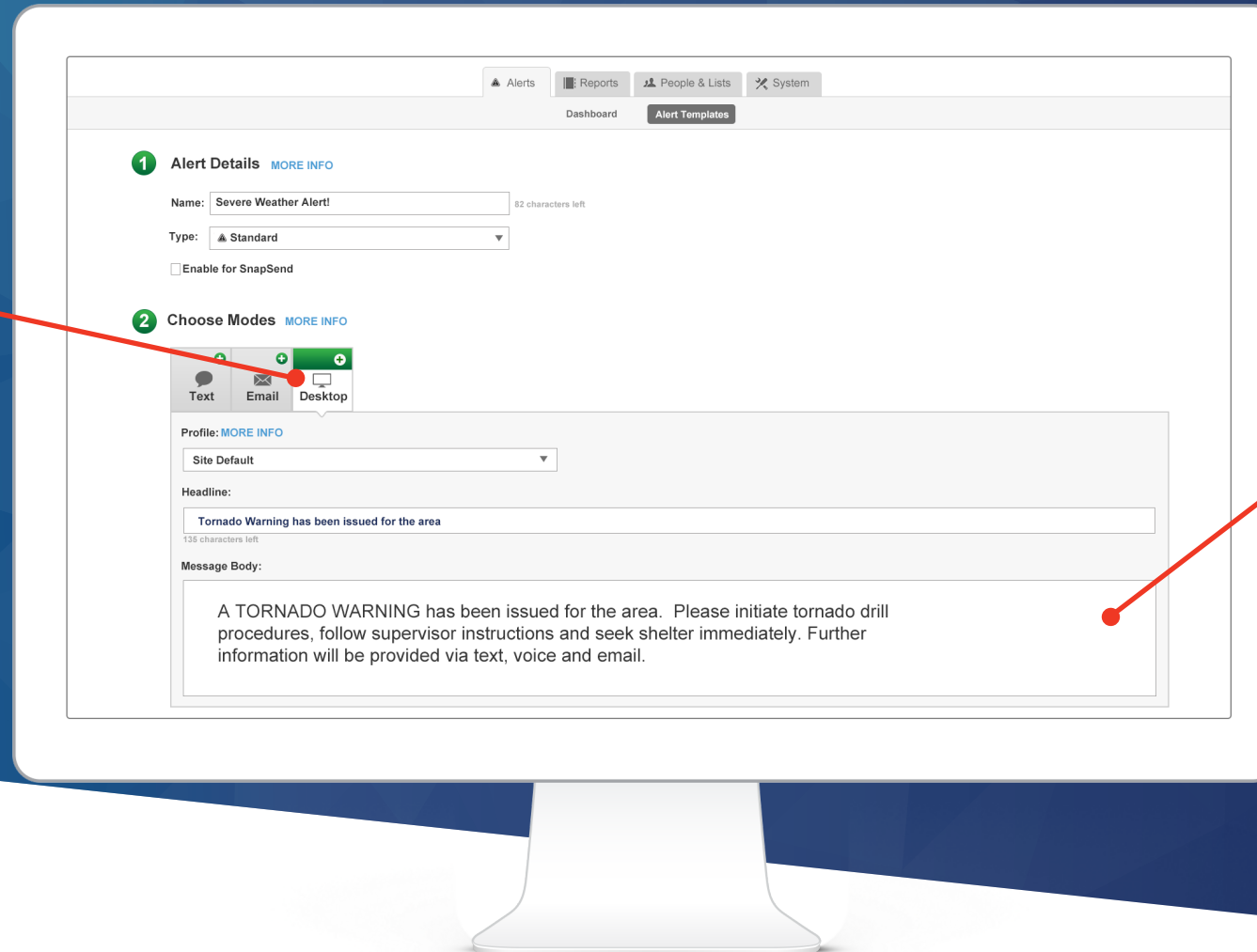
The **Rave Notifier for Desktop** feature is available within **Rave Alert** and allows you to:

- 1 Deliver messages more quickly and more reliably across all mediums
- 2 Customize the branding of company name, icon and colors
- 3 Allow your organization to manage one system for both send and delivery of notifications, reducing 3rd party integration needs





Send push notifications to user workstations through Rave Alert with the ability to customize HTML-formatted headers and footers



In an emergency, desktop alerts will reach people wherever they may be and communicate via the best mode possible

Rave's critical communication and collaboration platform helps maximize safety and minimize operational disruption for organizations, schools, states, cities and towns all across the country. By collecting and sharing critical information across your community – Rave keeps your people informed, actionable and safe.

The Rave Notifier for Desktop is quick to deploy, as fast as email, and cloud native – making sure employees receive alerts whether in the office, on the road or at home.

Rave is now your one-stop-shop for mass notifications or targeted communications.



Do all you can today.™

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Customer Acceptance Form

Order #: Q-02327-1
Date: 10/6/2021 9:09 AM
Expires On: 12/31/2021

492 Old Connecticut Path
 Framingham, Massachusetts 01701
 Phone: (508) 532-8953
 Email:

Ship To
 Village of McFarland, WI
 ("Customer") Aaron Chapin
 McFarland village, WI
 McFarland village, Wisconsin
 United States
 aaron.chapin@mcfarland.wi.us

Bill To
 McFarland village, WI
 McFarland village, Wisconsin
 United States

SALESPERSON	EMAIL	PAYMENT METHOD
Nicholas Tavaglione	ntavaglione@ravemobilesafety.com	Net 30

INITIAL LICENSE TERM:	1/1/2022 through 12/31/2026
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Annual License Fees

Product Description	Unit	Qty	Annual License Fee
Rave Alert for Public Safety	Population	1	USD 4,500.00
Population Add-On	Users	9,000	USD 1,620.00
Annual License Fees TOTAL:			USD 6,120.00

Professional Services Fees

One-Time Service Description	One-Time Fee
Rave Alert for Public Safety One-Time Setup	USD 2,500.00
Professional Services Fees TOTAL:	USD 2,500.00

TOTAL FEES:

	# of Months	Cost Per Year	Total Contract
Annual Fees:	60	USD 6,120.00	USD 30,600.00
One-Time Fees (Set Up & Integration):			USD 2,500.00
Total Fees:			USD 33,100.00

Fees Payable Net 30:	USD 8,620.00
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ACCEPTANCE

Please sign and date this Customer Acceptance Form to indicate your acceptance of this proposal as an authorized representative of Customer. Payment will be due 30 days from the date Customer signs this Customer Acceptance Form. If Customer's internal procedures require that a purchase order be issued as a condition to payment of any Fees due to Rave, Client will timely issue such purchase order to Rave. This Customer Acceptance Form is governed by the Terms of Service found at <https://www.getrave.com/terms-of-service/current.pdf>. Any requested changes to the terms by Customer will impact price proposal above. The effective date of this Customer Acceptance Form will be the date of last execution as set forth in the signature block below ("Effective Date")

Rave Alert: No additional fees shall be payable to Rave for Rave Alert messages manually sent for immediate delivery by a Management Console user, or in response to Rave's monitoring of the National Weather Service feed (where applicable). The Rave Alert license include unlimited messaging via Email, SMS via SMTP, Social Media, App Push, RSS, or Outbound CAP delivery modes regardless of how these messages are initiated. The delivery of Voice, SMS via SMPP, or SMS via Web Service messages initiated via the Rave API Toolkit, the Inbound CAP API, or scheduled for future delivery from within the Management Console, may be subject to additional fees. Unless specifically addressed in this or another Order Form, additional per message fees (\$0.03 per SMPP or Web Service SMS message, \$0.08 per Voice Message) are billed quarterly in arrears. Rave's Voice messaging fees apply to voice calls made within and to the contiguous continental United States. International and long-distance rates may apply for other calls. Rave reserves the right to audit Client's usage for compliance with message quantities purchased and used.

AGREED AND ACCEPTED:

Rave Mobile Safety

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Village of McFarland,
WI

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Billing Contact Information

First Name: _____

Last Name: _____

Email: _____

Phone: _____

Please sign and email to Nicholas Tavaglione at ntavaglione@ravemobilesafety.com

THANK YOU FOR YOUR BUSINESS!



McFarland Fire & Rescue Department

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

(608) 838-3278 • Fax: (608) 838-3619

Emergency: 911

October 11, 2021

Public Safety Committee

Village of McFarland

Re: Emergency Notification Software

We have received proposed systems from Rave Mobile Safety and Civic Plus for emergency and mass notification systems. We have reviewed both systems, and both systems appear to meet the needs of the Village and, in particular, the emergency services departments. Both providers have some good qualities to consider. Rave Mobile Safety is a company dedicated to providing the services we are seeking, and the Civic Plus package of Civic Ready is an additional package by a diversified company. While having a diverse company often helps companies be more stable, but it can be a shortcoming when serving emergency services. Emergency services are often small market shares of the diverse company and don't receive the same attention. For that reason, I feel we will have a stronger product from Rave Mobile Safety in the long term. Granted that the Civic Plus package would be a more straightforward implementation because of the existing relationship with the company. Additionally, the interface would be like other systems we are currently utilizing. Thus, making Civic Ready a more than acceptable program also. In general, I believe both will do well.

One item we can't overlook is the cost of the systems. Rave Mobile Safety costs an estimated \$2,500 to implement and \$6,000 to \$6,500 annual cost. The result in two years is \$14,500 to \$15,500. The Civic Ready package is \$2,500 - \$2,635 for first year and \$4,725 - \$5,530 for the second year. The result in two years is \$7,225 - \$8,165. Based on the additional cost of a package that will perform similarly, it is difficult to recommend the additional costs.

Christopher C. Dennis, Chief

McFarland Fire & Rescue Department

**VILLAGE OF
McFarland
SUMMARY SHEET**

MEETING DATE: Monday, December 13, 2021

SECTION: Business

DEPARTMENT: Fire/EMS

CONTACT: Matt Schuenke, Village Administrator, Cassandra Suettinger, Village Clerk/Treasurer, Chris Dennis, Fire/Rescue Chief

AGENDA ITEM: Discussion and action regarding a new labor agreement with the International Association of Fire Fighters (IAFF) representing Advanced Emergency Technicians (EMTs).

PREVIOUS ACTION:

None.

ISSUE SUMMARY:

The last collective bargaining agreement for AFSCME represented Emergency Medical Technicians (EMTs) expired in December of 2020. At that time, local Union members opted to reorganize with the International Association of Fire Fighters (IAFF) and the process to begin negotiating started in February of this year. The tentative agreement lists 55 total changes to the contract from the previous version that were worked on collaboratively and amicably throughout the duration of the process. While that is a lot and non-standard amount of changes, it is mostly attributed to the change in representation and the need to get a new agreement in place.

However, most of its core is based on similar language which allows for some consistency and continuity going forward. As of December 10th, membership has tentatively agreed to the Village's last offer made on October 26th which is summarized in the enclosed and built into the full agreement which is also included. There is undoubtedly a lot to process here and not all changes are depicted in the attachments. We provided mostly a summary given this was complicated and lengthy process. However, the Bargaining Team which consists of the Village President, Administrator, Clerk/Treasurer, and Fire/Rescue Chief all are in agreement regarding its adoption.

A few items of significance to note with this agreement:

- Article 1 (Recognition and Unit of Representation) - This contract recognizes the employees as an EMT/Firefighters. This was a transition sought by both parties whereas previously they were only recognized as EMTs. While to the general public when they see the EMTs, they may consider them Firefighters by association; however, with respect to schedules, licensing, and other organizational requirements they were not and this change is a notably positive organization shift.
- Article 9 (Hours of Work & Overtime) - Several of the changes within this section are as a result of adding the fire fighter classification. With a 24 hour shift and as a fire fighter, FLSA recognizes these employees slightly different which affects a number of the



procedural elements to the position while not affecting their existing schedule.

- Article 12 (Health & Welfare) - Changing their health insurance contribution back to following the State method which is consistent with our non-represented and represented Police officers.
- Article 19 (Personal Day) - This item was created to differentiate it from holidays where it was previously accounted for. All employees have some form of personal days and this continues that standard.
- Article 22 (Travel Allowances) - These were updated to the standard set within the Personnel Policy Manual and are now consistent with non-represented and represented officers.
- Appendix A - The salary schedule is presented with a 2.25% increase in 2021 with a 3% increase in 2022 and 2023. The 2021 payment is consistent with the Police Union and slightly higher than the non-represented employees. The larger increases in 2022 and 2023 are reflective of the new fire fighting responsibilities and comparability within a new labor market that is trending higher than what our actual payments are presently.
- Longevity - This item was removed and replaced with additional steps within the salary schedule to promote longer tenured employees. Longevity for non-represented and represented officers had been previously discontinued.
- There are many other changes here to update various areas and bring things more in line with current practice.

Union membership have identified their acceptance of these terms. Final action is for Village Board approval.

FINANCIAL/BUDGET IMPACT:

There were a number of compromises reached within this agreement that will have financial impacts that are to be determined. The 2021 salary payment will be made retroactively before the end of the year and is within budgetary limits for 2021. Additionally, the operational budget for this Department will be in surplus due to it carrying 2 vacancies for 7 months this year. The increase for 2022 was anticipated and included within the adopted budget, so there should be no effect on next year. 2023 will pick up the exact amount as adopted.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended Action:

Motion, second to approve a new labor agreement with the International Association of Fire Fighters (IAFF) representing Advanced Emergency Medical Technicians (EMTs).

ATTACHMENTS:



1. 12.10.2021 - IAFF Contract Tentative Agreement
2. McFarland IAFF 2021-2023 Contract 12082021 DRAFT mgs

Village of McFarland

Collective Bargaining Interests

For

International Association of Fire Fighters

AFL-CIO LOCAL 311

Original IAFF Submittal – February 16, 2021

Village Counter Submittal – May 18, 2021

IAFF Counter Submittal – July 8, 2021

Village Counter Submittal – August 2, 2021

IAFF Counter Submittal – August 6, 2021

Village Counter Submittal – August 27, 2021

IAFF Counter Submittal – September 13, 2021

Village Counter Submittal – September 22, 2021

IAFF Counter Submittal – October 13, 2021

Village Counter Submittal – October 26, 2021

Collective Bargaining Interests

International Association of Fire Fighters – AFL-CIO Local 311

The Village and Union reserve the right to add to, delete, or modify the concepts outlined within this proposed Tentative Agreement as a final contract is drafted and subject to approval by the Village Board. The Village and Union tentatively agree to the following changes to the current agreement as a means to enact new agreement:

I. Items Tentatively Agreed To

1. **General Formatting.** Change each section with numbers instead of roman numerals was accepted.
2. **Cover Page:**

Cover page changes were acceptable with corresponding changes to Section 1.1 regarding inclusion of Firefighter in title/unit.
3. **Agreement.** Change to add reference to IAFF Local 311 was accepted.
4. **Section 1.1:** Unit of Recognition

The proposed revisions from the Union and Village were accepted to transition EMTs to EMT/Firefighter as part of this agreement.
5. **Section 1.2.** Changes to add reference to IAFF Local 311 acceptable as well as updating from Unit Vice President to Steward were accepted.
6. **Section 1.4(C).** Added clarification language is acceptable.
7. **Section 2.1(D).** Added clarification language is acceptable.
8. **Section 2.1(G).** The following revision was accepted:

"To discipline, suspend, or discharge employees for just cause."
9. **Section 3.1(C).** The following revision was accepted:

"Time off for this purpose is subject to reasonable approval of the Fire/EMS Chief or his/her designee."
10. **Section 3.2(B).** Changes to reference for IAFF Local 311 acceptable as well as reducing the bargaining committee members from 4 to 2 were accepted.

11. **Section 3.4.** Changes to address “Dues Deduction” were accepted. Addition of sentence from subsection 5 is accepted.
12. **Section 3.5.** Fair Share Deductions

Change of Section title to Charitable Contributions is acceptable as is the proposal for payroll deductions outlined within the new section.
13. **Section 4.1.** Definition: Keeping the original definition in tact is acceptable.
14. **Article IV.** Grievance Procedure: All other proposed revisions to Article IV were accepted.
15. **Section 7.1.** Probationary Period: Change to a 12-month probationary period while keeping the 6 month extension is accepted.
16. **Article 8.** Layoff and Recall – The proposed language revisions were accepted including revisions last sought by the Village within subsection 2.
17. **Section 9.1.** Defined – Proposed revisions were accepted.
18. **Section 9.2(A).** 40 Hour Week EMTs – Request to strike in its entirety former subsection (A) was accepted.

Section retitled to Regular Full-Time EMT Employees (which was formerly 9.2(B) titled as 24 Hour EMT). The following were addressed:
 1. Proposed language additions from the Union and Village were accepted to finalize FLSA provisions.
 2. Proposed language additions from the Union and Village were accepted to finalize the applicable hours/schedule.
 3. Proposed revision was accepted.
19. **Section 9.3(B).** Added clarification language was accepted.
20. **Section 9.3(C) and (D).** Overtime for 40 Hour Week EMTs – Request to strike in its entirety was accepted.
21. **Section 9.4(A).** Overtime for EMT/Firefighters

Request to strike “24 Hour” from position title. Revision to add “Firefighters” is acceptable. This title change will apply agreement wide.

The proposed revisions are to address the FLSA regulations and hours were accepted.
22. **Section 9.4(B).** Cash or Compensatory Time Off (formerly Section 9.3(F))

The following revisions were accepted:

“In lieu of receiving overtime pay, employees, with approval of the Fire/EMS Chief or designee, may elect to receive compensatory time off at a rate equal to one and one-half (1 ½) times the hours worked. No more than a maximum of seventy-two (72) hours may be accrued during the calendar year by 24 Hour EMTs. Employees must receive approval from the Fire/EMS Chief or designee when scheduling the use of compensatory time off which may be scheduled in two (2) hour increments. Any employee whose employment is terminated for any reason will be paid for any compensatory time accrued but not taken prior to the termination date. In the event of an employee’s death, compensation for all unused compensatory time shall be made to his/her estate.”

23. **Section 9.4(D)**. Call Back Time (formerly Section 9.3(H)): Request to strike reference to 40 Hour Week EMT was accepted.

24. **Section 9.4(E)**. Distribution of Overtime

Proposed revisions by the Union are accepted including changes to the first paragraph to include the other personnel language and request in the second paragraph on the 12 hour break.

25. **Section 9.4(F)**. Notice of Overtime Assignment (formerly Section 9.3(J))

Strike and replace as follows is acceptable:

“Bargaining unit EMTs will be given as much notice as possible prior to known overtime shifts with an effort made to provide at least twenty-four (24) hours notice. Overtime shifts may be assigned with less than twenty-four (24) hours notice when a shift vacancy occurs with less than twenty-four (24) hours to give such notice. When less than twenty-four (24) hours notice is given, the Employer shall provide reasonable accommodation to employees who have commitments that cannot be resolved prior to the start of the overtime assignment. Employees shall make every effort to resolve commitments that can be changed in a reasonable amount of time.”

26. **Section 9.5**. Break Times: Revisions to this section are acceptable.

27. **Section 9.5**. Meal Reimbursement: Strike section and refer to revisions proposed in Section 21.2 of this proposal was accepted.

28. **Article 10.** Holidays – Revisions proposed to Sections 1-5 have been accepted.
29. **Article 11.** Vacation
1. Policy – Proposed revision was previously accepted.
 2. Rate of Pay – No changes were proposed.
 3. Vacation Accrual and Use for EMT/Firefighter – Proposed revision by the Village regarding payout of earned vacation was accepted.
 4. Increments – No changes were proposed.
 5. Notice – Previous proposed revisions by the Village were previously accepted.
 6. Carryover – Proposed revisions were accepted.
 7. Termination – Proposed revisions were accepted.
 8. Time Off on Designated Holidays – The proposed revisions were accepted.
30. **Section 12.1.** Changing the calculation of health insurance costs back to the State methodology as accepted.
31. **Section 12.2.** The addition of permitting the payment language is acceptable.
32. **Section 12.6.** The addition of permitting the payment language is acceptable.
33. **Section 12.8.** Adding the ability to provide represented employees with an IRS Section 125 plan.
34. **Section 13.1.** Sick Leave Earning Rate – Proposed language addition is acceptable.
35. **Section 13.2.** Sick Leave Earnings Pay Out (formerly Section 13.1) – Strike reference to 40 Hour Week EMT was accepted and clarification addition/revision are acceptable.
36. **Section 13.4.** Requirements – The clarifications made are acceptable.
37. **Section 14.1 - 14.3.** Funeral Leave – The revisions made are acceptable.
38. **Section 14.6.** Jury Duty/Civil Leave – The revisions made are acceptable.
39. **Section 14.7.** Court appearance – The additions/revisions made are acceptable.

40. **Section 15.1-15.2.** Leave – The revisions made are acceptable.
41. **Section 15.3.** Extended Leave of Absence – The Village proposed language was accepted. The revisions proposed for consistency are acceptable.
42. **Article 16.** Rules Pertaining to Employees on Leave With or Without Pay – The revisions made are acceptable.
43. **Article 18.** Part-Time Employee Fringe Benefits – Proposal to leave part-time reference in place as status quo was accepted. Additionally, the clarification language added to Section 18.2(A)(1) is acceptable.
44. **Section 18.1:** Method of Calculation – Revision accepted to update the annual hourly allocation based on the normal schedule of an EMT/Firefighter.
45. **Article 19:** Personal Day: Proposed revision to create a new section for a Personal Day was accepted.
46. **Section 19.2.** Longevity Pay – The proposal to strike this section was accepted.
47. **Section 20.3.** Night Differential (formerly 19.3) – Striking this section was accepted.
48. **Section 22.1.** Use of Personal Vehicles (formerly 21.1) – The revisions made are acceptable.
49. **Section 22.2.** Meals, Lodging, and Travel (formerly 21.2) – Proposed revision to Section 22.2(D)(1) is acceptable. All other revisions were previously accepted.
50. **Article 23.** Training (formerly 22) – Revisions proposed were accepted.
51. **Article 24.** Uniforms and Safety Boots (formerly 23) – Proposed revisions to Section 1 of this article are acceptable. Revisions to Section 2-4 were previously accepted.
52. **Section 25.1.** Term (formerly 24.1) – January 1, 2021 through December 31, 2023 (3-year term) is agreeable to consider as part of these negotiations but leave open the possibility of a shorter-term dependent upon the totality of the issues discussed.
53. **Section 25.2.** Notice to Amend or Terminate (formerly 24.2) – Changes from “contract” to “Agreement” were accepted.
54. **Appendix A:** Salary Schedule

- 2021 – 2.25%
- 2022 – 3.00%
- 2023 – 3.00%

55. **Appendix B:** Uniforms and PPE – Proposed changes to the Uniform and PPE schedule have been accepted.

LABOR AGREEMENT

between

VILLAGE OF MCFARLAND

and

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO
LOCAL 311
FIRE/EMT UNIT

January 1, 2021 through December 31, 2023

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AGREEMENT

THIS AGREEMENT is entered into by and between the Village of McFarland, a municipal corporation, hereinafter referred to as the “Employer” or “Village” and the International Association of Fire Fighters (IAFF), Local 311, AFL-CIO, hereinafter referred to as the “Union.”

It is intended that the following Agreement shall be an implementation of the provisions of Section 111.70, Wisconsin Statutes consistent with the rights and responsibilities of both parties to this Agreement.

Both Parties to this Agreement desire that the employer-employee relationship which exists now and has heretofore existed by and between the Village and its employees shall continue in the same amicable and peaceful manner as that which has existed in the past and the parties agree that agreements reached and set forth herein shall supersede all previous agreements and shall be binding upon the parties and any prior verbal agreements will not be honored.

ARTICLE 1 RECOGNITION AND UNIT OF REPRESENTATION

Section 1 Unit of Recognition

The Village recognizes the Union as the sole and exclusive collective bargaining representative for all regular full-time and regular part-time EMT/Firefighter employees of the Village of McFarland, excluding supervisory (all ranks from Captain to the Chief), Fire Inspector, managerial, confidential, craft, and law enforcement employees with the power of arrest, for the purpose of collective bargaining with the Employer or its lawfully authorized representatives on questions of wages, hours and conditions of employment, pursuant to a certification of the WERC, Decision No. 38754-A dated January 28, 2021, and as amended by the parties effective upon execution of this Agreement.

Section 2 Representation

The employees shall be represented by Representatives of IAFF Local 311, AFL-CIO and such employee representatives as the bargaining unit may designate as negotiating committee members, and stewards. The names and addresses of such representatives shall be furnished to the Village. Whenever notice to the Union is required by this Agreement, notice shall be given to the bargaining unit steward and IAFF Local 311.

Section 3 Non-Discrimination

The parties hereto agree that there shall be no discrimination with respect to any employee because of age, sex, race, creed, color, religion, handicap, national origin, union affiliation, marital status or sexual orientation.

Section 4 Definitions

- A. Regular Full-Time Employee. A regular full-time employee shall be defined as an employee who is regularly scheduled to work forty (40) or more hours per week.
- B. Regular Part-Time Employee. A regular part-time employee is defined as an employee who works at a job for certain hours during each week amounting to fourteen (14) or more, but less than forty (40) per week.
- C. Temporary Employee. A temporary employee is defined as an employee who is employed for a limited period of time to work on a specific project, to meet a peak workload demand of not more than thirty (30) calendar days duration, to fill a vacated position during the hiring process, or to take the place of a regular full-time or regular part-time employee on worker's compensation, family of medical leave, or other leave of absence. The temporary employment will be terminated at the conclusion of the conditions described above. Any employee classified as temporary is limited to nine hundred sixty (960) hours of employment per calendar year. Temporary employees will not be used to displace regular full-time or regular part-time positions that have historically performed substantially similar types of work. An employee hired as temporary for more than one hundred sixty (160) hours shall be so advised in writing at the time of hire, with a copy provided to the Union if the duration of the temporary employment is expected to or does exceed thirty (30) calendar days.

ARTICLE 2 MANAGEMENT RIGHTS AND AUTHORITY

Section 1 Management Rights

The Union recognizes the rights of the Village to operate and manage its affairs in all respects in accordance with its responsibility and in the manner provided by law, and the powers or authority which the Village has not specifically abridged, delegated or modified by other provisions of this Agreement, are retained by the Village. Such powers and authority include (but are not limited to) the following:

- A. To determine its general business practices and policies and to utilize personnel, methods, and means in the most appropriate and efficient manner as possible.
- B. To manage and direct the employees of the Village, to determine the size and composition of the work force, to determine the work to be performed by the work force and each employee and to determine the qualifications of the employees.
- C. To determine the method and means by which the operations of the Village are to be conducted.

- D. To utilize temporary or seasonal employees. Temporary or seasonal employees shall be employed for a period of time not to exceed one hundred twenty (120) working days per calendar year.
- E. To hire and promote employees, and to make promotions to supervisory positions in the manner as determined by the Village.
- F. To lay off employees.
- G. To discipline, suspend, or discharge employees for just cause.
- H. To establish the number of shifts, hours of work, work schedules, methods, and processes.
- I. To schedule overtime work to be performed in the manner most advantageous to the Village.
- J. To create new positions or departments; to introduce new or improved operations; to terminate existing positions, departments and operations.
- K. To make reasonable rules and regulations for the conduct of its business and of its employees and to make reasonable alterations to such rules and regulations.

Section 2 Subcontracting

The Village may subcontract work provided such subcontracting does not result in the layoff of or reduction in the regular schedule of hours of regular employees. The employer agrees to notify the Union prior to such subcontracting, and agrees to bargain the impact of such subcontracting to the extent required by 111.70 of the Wisconsin Statutes.

ARTICLE 3 REPRESENTATION

Section 1 Union Conference and Conventions

Unit employees selected by the Union shall be granted leave without pay to participate in Union called state or national conferences, conventions or education classes provided that:

- A. The Union shall give the Village notice naming such employees.
- B. Such leave without pay shall not exceed a total of fifteen (15) working days per calendar year whether taken by one or more employees.
- C. Time off for this purpose is subject to the reasonable approval of the Fire/EMS Chief or his/her designee.

An employee selected and named by the Union under this provision may at the employee's option, choose to use vacation or other compensatory time due the employee for this purpose.

Section 2 Union Activity

- A. Union meetings shall not be held on Village time, but may be held on Village property with approval.
- B. Union business shall be conducted off the job as such as is reasonable possible. This provision shall not, however, preclude a reasonable number of Union officers and/or stewards from engaging in the following activities during regular working hours without loss of regular wages:
 - 1. Posting Union notices;
 - 2. Meeting with an aggrieved employee(s) for reasonable periods of time, for the purpose of investigating and processing grievances;
 - 3. Meeting with representatives of IAFF Local 311 for reasonable periods of time for the purpose of investigating, discussing, or processing grievances or contract administration other than collective bargaining. Such meetings shall not unreasonably disrupt work activities;
 - 4. When negotiations between the parties is conducted during scheduled work hours, two (2) bargaining committee members shall be allowed time off without loss of pay.

Section 3 Bulletin Boards

The Village shall provide bulletin board space and allow the Union use thereof. All notices shall be posted by an authorized Union representative and call relate to the following:

- A. Union recreational and social affairs;
- B. Union meetings;
- C. Union appointments;
- D. Union elections;
- E. Results of Union elections;
- F. Reports of standing committees of the Union;
- G. Rulings or policies of the international union or other labor organizations with which the Union is affiliated;
- H. Judicial and quasi-judicial decisions affecting any members of the bargaining unit, such as results of fact-finding, grievances, arbitrations, etc.

Section 4 Check-Off

Upon receipt of a voluntary written individual authorization from any of its employees covered by this Agreement on a form provided by the Village, the Village will deduct from the pay due such employee, those dues required as the employee's membership dues in the Union. Such authorizations shall be effective only as to the membership dues required after the date of delivery of such authorizations to the Village. An employee may revoke an authorization by giving thirty (30) days written notice to the Village and the Union. Deductions shall be made from the employee's pay for each pay period in which he/she has sufficient earnings to cover the same deductions for taxes, insurance, retirement and other deductions. In the event that an employee does not have sufficient earnings due him/her during the pay period when the dues are normally withheld to equal or exceed the amount of the certified deduction, no dues shall be withheld and the Employer shall have no obligation to subsequently withhold dues that may have been due for that period.

Deductions shall be in such amount as shall be certified to the Village in writing by the authorized representative of the Union. New authorizations must be submitted as indicated above by employees returning after a leave of absence without pay in excess of twelve (12) months. Monies collected from the members as dues shall be forwarded to the Secretary-Treasurer of the Union ten (10) days after such deduction is made. The Village shall also provide to the Secretary-Treasurer of the Union a list of employees from whom dues have been deducted with each remittance. Changes in the amount of dues to be deducted shall be certified by the Union in writing to the Village thirty (30) days before the effective date of the change. The provisions of this Article shall be subject to the duty of the Wisconsin Employment Relations Commission.

The Union shall indemnify and save the Village harmless against any and all claims, demands, suits, expenses of litigation, or other forms of liability which may arise out of any action taken by the Village for the purpose of complying with the provisions of this section.

Section 5 Charitable Contributions

The Village agrees to establish an additional payroll deduction for the Union's voluntary contribution program specific to the Local 311 Fire Fighters Charity. The Union will administer the program and bear the costs associated with said program. The amount deducted shall be a flat dollar amount per pay period as designated by the employee according to a written authorization. The Village shall issue a single check to Local 311 Fire Fighters Charity on or before the fifteenth (15th) day after the end of the month in which the deductions are made. Changes in the amount of deductions may be made by the employee(s) by submitting a new written authorization which shall be certified by the Union and submitted to the Commission by December fifteenth (15th) of the year preceding the year in which the deductions are to be made.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, expenses of litigation, or other forms of liability which may arise out of any action taken by the Employer for the purpose of complying with the provisions of this section.

ARTICLE 4 GRIEVANCE PROCEDURE

Section 1 Definition

A grievance is a complaint by an employee, group of employees or the Union for whom the Union is the bargaining representative, which involves the interpretation or application of any of the provisions of this Agreement. If an employee(s) files a grievance, the Village agrees to not retaliate against him/her in any way by reason of filing the grievance.

Section 2 Procedure

Grievances shall be processed in the following manner: (Time limits set forth shall be exclusive of Saturdays, Sundays and Holidays):

Step 1. If an employee has a grievance, he/she and/or a representative of the Union shall submit the written grievance to his or her Department Head the Fire/EMS Chief or designee within fifteen (15) days of their knowledge of the occurrence of the event causing the grievance. The Department Head Fire/EMS Chief or designee shall respond in writing within ten (10) days of receipt of the written grievance.

Step 2. If the grievance is not resolved at Step 1, the employee and/or a representative of the Union may submit the grievance to the Village Administrator, in writing within ten (10) days of receipt of the written response of the Fire/EMS Chief or designee. The Village Administrator shall meet with the employee and representatives of the Union to discuss the grievance within ten (10) days of receipt of the grievance, and shall provide a written response within fifteen (15) days of the meeting.

Step 3. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within fifteen (15) days after receipt of the Village Administrator's answer in Step 2 by written notice to the Village Administrator. Either party may file a request in writing with the WERC for appointment of a member of the WERC staff to act as arbitrator. A copy of such request shall be filed with the other party.

Section 3 Arbitration Procedure

- A. The arbitrator shall set a hearing date and place, subject to availability of the Village and Union representatives.
- B. In the event the Arbitrator finds a violation of the terms of this Agreement, he/she may fashion an appropriate remedy. Following close of the hearing or the submission of briefs by the parties, the Arbitrator shall submit his/her written decision to the parties. The decision shall be based on the Arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The Arbitrator is not authorized to add to, or subtract from, the words of this Agreement in reaching a decision. The decision, so rendered, shall be final and binding upon the parties.

- C. Any costs, fees, or expenses charged by or for the Arbitrator shall be shared equally by the parties. By mutual agreement of the parties, a transcript of all arbitration proceedings may be taken by a court reporter and the cost of the reporter and/or transcript, if any, shall be shared equally by the parties. Each party shall pay one-half (1/2) the costs of arbitration as imposed by the WERC. Each party shall bear the cost of its own witnesses, exhibits and counsel. When an employee is called and/or subpoenaed by the Village in an arbitration case, that employee will appear without loss of pay if he/she attends during regularly scheduled working hours.

Section 4 Other Provisions

- A. Grievances not timely filed or submitted for arbitration as provided above shall be barred even though the parties may continue to discuss said grievances. The time limits set forth in this Article may be extended by mutual agreement in writing. Failure of the Union to abide by such time limits or any extension thereof shall cause the grievance to be barred. Grievances not processed by the Village or its representative(s) within the prescribed time limits or any extension thereof for a particular step, shall proceed automatically to the next step.
- B. Grievances involving suspensions or discharge or a Union grievance affecting a group or class of employees may be submitted in writing to the Village Administrator, and the processing of such grievance shall commence at Step 2. If this procedure is elected, the grievance must specifically state that it is starting at Step 2.
- C. All grievances must set forth a brief written summary of the facts alleged to have occurred and must indicate the specific Articles or Sections of this Agreement which are believed to be applicable.
- D. The grievant(s) shall be entitled to have a Union Representative present at each and every stage of this grievance procedure. The grievant(s) presence shall be with pay, if scheduled during working hours.

ARTICLE 5 SENIORITY

Section 1 Definition

Seniority is established by the total years of continuous service with the Village of McFarland; calculations to begin with the first date for which compensation was paid to the employee. An approved leave of absence shall not constitute a break in seniority. A new employee shall not attain any seniority rights until he or she has completed the probationary period. Upon completion of the probationary period, employees shall have their anniversary date established at the original date of hire, except as provided elsewhere in this Agreement. It shall be the policy of the Village to recognize seniority in case of layoff and recall.

Section 2 Loss of Seniority

An employee shall cease to have seniority if he or she:

- A. Quits;
- B. If the employee retires;
- C. Is discharged;
- D. Fails to return to work upon expiration of a leave of absence;
- E. Is laid off for a period exceeding twenty four (24) months;
- F. Fails, within fourteen (14) days after service of notice, to respond to recall from layoff after written notice by certified mail is sent to the employee at the last address appearing on the employee's records.

Section 3 Seniority List

The Village shall furnish an up to date seniority list to the Union in August of each year upon request. Such list shall include the names, classification, rates of pay and dates of hire of all employees.

ARTICLE 6 JOB POSTING AND VACANCIES

Section 1 Posting

When a position covered by this Agreement becomes vacant, or a new position is created, and the Village wishes to fill that vacancy, then such vacancy shall be posted on a bulletin board listing the pay, duties, qualifications, shift and work area, if any. This notice of vacancy shall remain posted for at least a five (5) work day period. Applicants for the vacancy shall compete with others applying for the position. In filling the vacancy, if qualifications are relatively equal, seniority shall prevail. The Village agrees to notify the Union of any position that is eliminated which is represented by the bargaining unit.

The Village may adopt and require applicants to take reasonable appropriate tests or examinations to determine their qualifications. Until the position has been filled, the Village is entitled to fill the vacancy on a temporary basis.

Section 2 Trial Period

If an employee is awarded the job, then he/she shall be given a fair job evaluation for a period not to exceed ninety (90) calendar days, if, during the ninety (90) days, it should be decided by the Employer that such employee is not qualified or adapted to the new position, then he/ she shall be returned to his/her former position with the Village without loss of seniority. An employee may return to their former position during the trial period. The Employer shall not be required to train the employee(s) to perform the requirements of the job description.

Section 3 Salary

If a bargaining unit employee successfully bids into a different classification, he/she shall then be paid at the current wage rate applicable for the job classification according to his/her seniority.

ARTICLE 7 PROBATION

Section 1 Probationary Period

All newly hired employees shall serve a twelve (12) month probationary period. A probationary period may be extended for up to six (6) months at the discretion of the Fire/EMS Chief or designee by giving written notice to the Employee and the Union. During an employee's probationary period, the Employer may discipline or discharge the employee and said discipline or discharge shall not be subject to the grievance and arbitration procedure of this Agreement.

Section 2 Probationary Status

Probationary employees shall be subject to the terms of this Agreement except as otherwise provided.

ARTICLE 8 LAYOFF AND RECALL

Section 1 Procedures

Layoff and recall shall be governed by 62.13(5m) Wis. Stats.

Section 2 Notices

The Union shall be provided notice if the Village is anticipating the layoff of any bargaining unit members and shall be provided with copies of all lay-off notices should a layoff(s) occur.

ARTICLE 9 HOURS OF WORK & OVERTIME

Section 1 Defined

The normal work shift for regular full-time EMT/Firefighter employees shall be twenty-four (24) hours. The workweek for regular full-time EMT/Firefighter employees shall consist of an average of fifty-six (56) hours. The parties shall use a twenty-seven (27) day work period for the purposes of calculating FLSA overtime. Regular full-time EMT/Firefighter employees will be scheduled to work 24 hours on-duty followed by 48 hours off-duty. No employee may be required to work more than 48 consecutive hours.

Section 2 Shifts

A. Regular Full-Time EMT/Firefighter Employees

1. The shift will start at 6:00 a.m. one day and end at 5:59:59 a.m. the following day with the employee working every third day. An employee must remain on-duty beyond the end of the shift until relieved by his/her oncoming replacement employee. Overtime pay for any extended duty time shall be paid in accordance with Section 4 A of this Article.
2. Monday through Saturday, excluding holidays as identified in Article 10, the employees shall perform the bulk of assigned non-emergency duties and training sessions between 6:00 a.m. and 6:00 p.m. On Sundays and holidays as identified in Article 10, non-emergency duties shall be assigned during the hours of 6:00 a.m. and 12:00 p.m. With notice in writing or by email provided by the beginning of the shift, the hours may be adjusted as determined by the Fire/EMS Chief or designee but shall not exceed twelve (12) hours Monday through Saturday or six (6) hours Sunday and Holidays, and must not extend beyond 10:00 p.m. All break times as set forth in Section 5 of this Article, and which fall within the time periods stated above, shall be included as part of the assigned non-emergency duties. For the remaining hours of the shift the employee may be permitted personal time or to rest. During all hours of the shift, employees must answer emergency calls promptly.
3. The Village may assign clerical and/or general custodial duties to these EMT/Firefighters which are compatible with the essential job functions outlined within the job description.

B. To the extent reasonably possible, the employer will provide individual employees not less than five (5) days advance written notice prior to any change in the workday and/or work week.

C. Employees may trade shifts with the approval of the Fire/EMS Chief or designee. It is understood that trades do not incur overtime liability for the Village.

Section 3 Pay Day

- A. All employees shall be paid every other Friday following the end of the two (2) week payroll period which ends on the prior Saturday. If a pay day falls on a legal holiday the Village will provide mandatory direct deposit to all employees at no cost to the employee. The employee will be able to select the financial institution of their choice for deposit of their payroll check.
- B. The base paycheck for EMT/Firefighters each two (2) week payroll period shall be equal to 1/26th of their annual compensation as listed in Appendix A.

Section 4 Overtime

- A. All authorized hours worked in excess of 204 hours worked in a 27-day work period shall be compensated at the premium rate of time and one-half (1.5X) except that unscheduled overtime will be compensated at the premium rate of two times (2X) the employee's base rate. It is recognized that employees who have a regularly scheduled work week averaging fifty-six (56) hours may receive overtime as a result of the 24 hour rotational shift schedule, and acknowledge that the base salary indicated in Appendix A for these positions does already include the automatic payment of twelve(12) hours of overtime for regularly scheduled hours worked in excess of 204 hours per 27 day work period. EMT/Firefighters are not eligible to receive premium pay for working on Sundays if the hours are part of their regularly scheduled rotational shift. For the purpose of computing overtime, any time for which an employee received pay shall be considered as time worked.
- B. Cash or Compensatory Time Off. In lieu of receiving overtime pay, employees, with approval of the Fire/EMS Chief or designee, may elect to receive compensatory time off at a rate equal to one and one-half (1½) times the hours worked. No more than a maximum of seventy-two (72) hours may be accrued during the calendar year by EMT/Firefighters. Employees must receive approval from the Fire/EMS Chief or designee when scheduling the use of compensatory time off which may be scheduled in two (2) hour increments. Any employee whose employment is terminated for any reason will be paid for any compensatory time accrued but not taken prior to the termination date. In the event of an employee's death, compensation for all unused compensatory time shall be made to his/her estate.
- C. Approval of Overtime. No overtime may be worked without approval of the Fire/EMS Chief or designee.
- D. Call Back Time. An EMT/Firefighter called in to work during their off duty hours, shall at all times receive a minimum of two (2) hours pay at the premium-rate of two times (2X) the regular rate of pay. The Village retains the right to assign up to two (2) hours of work during any minimum two (2) hour call in period.
- E. Distribution of Overtime. In the event of the absence of an EMT/Firefighter, the Village will first attempt to fill the shift utilizing paid on call/paid on premises or other non-represented personnel. In the event paid on call/paid on premises or other non-represented personnel are not available to fill all or part of a vacant shift, the vacancy will be filled utilizing an EMT/Firefighter.

Effective upon execution of this Agreement, all EMT/Firefighters will be placed on a rotational list. The initial rotational list shall be established in order of seniority (most to least). When other coverage mechanisms described above are unsuccessful, EMT/Firefighters will first be offered an opportunity to fill a vacancy voluntarily. Overtime hours worked shall be recorded within the Village payroll

system and the employees shall be placed in order of total overtime hours worked from least to most. The amount of overtime hours contained on the rotational list will reset to zero (0) as of January 1st each year and only accumulate within each calendar year. When no EMT/Firefighters voluntarily accept the offer to fill a vacancy, the employee with the least amount of overtime hours worked will be mandated to fill the vacancy. The Village shall not, however, mandate a bargaining unit EMT/Firefighter to work during the time period between the last scheduled day of work before a pre-approved vacation day(s) and the first scheduled work day after a pre-approved vacation day(s) unless no other bargaining unit personnel are available. In the event mandating an EMT/Firefighter to fill a vacancy would result in consecutive work time in excess of forty-eight (48) hours, the Village shall split the vacant shift in a manner which allows the EMT/Firefighter a minimum of twelve (12) consecutive hours off-duty before returning to work. Shifts of two (2) hours or less may be offered at the discretion of the Fire/EMS Chief or designee.

- F. Notice of Overtime Assignment. Bargaining unit EMT/Firefighters will be given as much notice as possible prior to known overtime shifts with an effort made to provide at least twenty-four (24) hours notice. Overtime shifts may be assigned with less than twenty-four (24) hours notice when a shift vacancy occurs with less than twenty-four (24) hours to give such notice. When less than twenty-four (24) hours notice is given, the Employer shall provide reasonable accommodation to employees who have commitments that cannot be resolved prior to the start of the overtime assignment. Employees shall make every effort to resolve commitments that can be changed in a reasonable amount of time.

Section 5 Break Times

Subject to calls for emergency service, 24 Hour EMT/Firefighters shall be allowed a thirty (30) minute paid break every four (4) hours of their work period of 6:00 a.m. to 6:00 p.m.

ARTICLE 10 HOLIDAYS

Section 1 Designated Holidays

The holidays listed below shall be the designated holidays for purposes of receiving time off and/or pay as described in Sections 2, 3 and 4 of this Article:

New Year's Day
Martin Luther King Jr. Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day

Section 2 Floating Holidays

An EMT/Firefighter who works an entire designated holiday shall receive a twenty-four (24) hour floating holiday off with pay. An EMT/Firefighter who works a partial designated holiday shall receive an equivalent number of hours off with pay. All floating holiday time is to be scheduled with approval from the Fire/EMS Chief or designee. Once approval is established, the scheduled time off shall not be revoked with exception for the Employer's ability to respond to critical disaster recovery operations. Designated holidays will be considered to begin at 6:00 a.m. on the calendar day on which the holiday falls and will end at 5:59:59 a.m. on the following calendar day. Floating holiday time that is earned when working Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, and Christmas Day, may be carried over into the first six (6) months of the next calendar year and if unused, the hours will be paid out at the regular rate of pay at the first payroll in July.

Section 3 Eligibility for Holiday Pay

An employee is not eligible for holiday pay if he/she was absent from work either the working day immediately before or the working day immediately after the designated holiday except for authorized absences of time off with pay. If an employee takes vacation on a holiday, the employee is entitled to the holiday pay described in Section 4 and will be charged for the use of the vacation day.

Section 4 Holiday Pay

An EMT/Firefighter who works on a designated holiday shall be compensated at the rate of time and one-half (1.5X) the employee's base rate for all hours worked. An EMT/Firefighter who does not work on a designated holiday will receive holiday pay equivalent to twelve (12) hours at the employee's base rate. Designated holidays will be considered to begin at 6:00 a.m. on the calendar day on which the holiday falls and will end at 5:59:59 a.m. on the following calendar day.

Section 5 Termination

Any employee whose employment is terminated for any reason will be paid for any floating holiday time earned but not taken prior to the termination date. In the event of an employee's death, compensation for all unused floating holiday time shall be made to his/her estate.

ARTICLE 11 VACATION

Section 1 Policy

Regular full-time employees are entitled to annual paid vacations as provided in this Article. Vacation shall consist of time off granted at the employee's normal rate of pay. Regular part-time employees are entitled to a pro-rated number of annual paid vacation days.

Section 2 Rate of Pay

Vacation benefits shall be paid at the wage rate the employee is entitled to at the time the vacation is being taken.

Section 3 Vacation Accrual and Use for EMT/Firefighters

Effective upon execution of this Agreement, new employees shall earn and may use vacation from the day they begin work. An employee starting work shall be credited ten (10) hours of vacation for each full month of employment from the start date through December 31st. A proportionate amount will be credited for any partial month. This credited vacation shall be used during the first calendar year of employment. On January 1st of the calendar year following the first calendar year of employment and each January 1st of subsequent years of employment, employees shall be credited with vacation for use during that calendar year as outlined below. Actual earning of vacation shall be at the rate of one twelfth (1/12) of the entitlements for each full month worked. A proportionate amount will be earned for any partial month.

Current employees will switch to the vacation accrual and use parameters as set forth in the paragraph above effective January 1, 2021. All vacation earned but not used shall be paid out at the regular rate of pay in which it was earned effective December 31, 2020.

During the calendar years in which an employee observes the first through the fourth anniversaries of their employment, the employee is entitled to one hundred twenty (120) hours of vacation.

During the calendar years in which an employee observes the fifth through the tenth anniversary of their employment, the employee is entitled to one hundred eighty (180) hours of vacation.

During the calendar years in which an employee observes the eleventh through the twentieth anniversary of their employment, the employee is entitled to two hundred forty (240) hours of vacation.

During the calendar year in which an employee observes the twenty-first anniversary of their employment, and in each calendar year that follows, the employee is entitled to three hundred (300) hours of vacation.

Section 4 Increments

Vacation time may be taken in increments of two (2) hours.

Section 5 Notice

Employees shall provide at least thirty (30) business days advance notice for the use of vacation for periods extending longer than two (2) consecutive shifts for EMT/Firefighters. Employees shall provide, whenever possible, fourteen (14) business days advance notice for the use of

vacation for periods shorter than two (2) consecutive shifts for EMT/Firefighters. Exceptions to this notice may be made upon mutual agreement between the Fire/EMS Chief or designee and the employee involved. In all cases, the scheduling of vacations is subject to the consent and approval of the Employer which shall not be unreasonably withheld. Once consent and approval is established, the scheduled time off shall not be revoked with exception for the Employer's ability to respond to critical disaster recovery operations.

Section 6 Carryover

- A. An employee is permitted to maintain and carry over unused vacation hours to the following calendar year subject to the following:
 - 1. A maximum of forty-eight (48) hours of unused vacation may be carried over. If the total vacation balance of an employee exceeds forty-eight (48) hours after December 15th, 50% of the equivalent monetary value of all remaining hours in excess of the allowable maximum will be paid into the employee's VEBA account.
 - 2. Any request for any carry over amount is subject to approval by the Village Administrator upon recommendation of the Fire/EMS Chief or designee. The employee must demonstrate that a concerted effort was made to use the vacation proposed to be carried over. The Village Administrator shall have the discretion to consider requests from employees upon recommendation from the Fire/EMS Chief or designee to exceed the maximum hours for the carryover of unused vacation. If it is determined by the Village Administrator that no carry over of vacation will be allowed, 50% of the equivalent monetary value of all unused vacation hours will be paid into the employee's VEBA account.
 - 3. Because vacation is meant for the employee to have rest and relaxation and to address personal affairs, earned but unused vacation will not be paid out in cash except at separation from employment.

Section 7 Termination

Any employee whose employment is terminated for any reason shall be paid for any vacation earned but not taken prior to the termination date. Any employee whose employment is terminated prior to December 31st who shall have taken additional vacation in advance of earning the full year's vacation entitlement shall be obligated to repay the Village for any excess vacation taken in advance. In the event of an employee's death, compensation for all earned but unused vacation shall be made to his/her estate.

Section 8 Time Off on Designated Holidays

Employees who request to use vacation time or floating holiday time on any of the designated holidays identified in Article 10, Section 1, shall have the request approved only if voluntary coverage for the time off is secured. If coverage for the request for time off would result in an employee being mandated to work, the request shall be denied. Employees shall be notified of approval or denial at least seven (7) days prior to the requested time off.

ARTICLE 12 HEALTH & WELFARE

Section 1 Health Insurance

The Village shall provide a group health insurance plan for eligible regular full-time employees for the duration of this Agreement. The Village shall pay 92.5% of the applicable monthly premium for a single or family plan. The employee shall pay the remainder of the monthly premium. Effective January 1, 2021, if the Village participates in an insurance program offered by the Wisconsin Public Employers Group Health Insurance Program, then the Village will pay 92.5% of the monthly premium of the selected insurance program's lowest cost qualified single or family plan for eligible regular full-time employees participating in the insurance program. Effective January 1, 2022, if the Village participates in an insurance program offered by the Wisconsin Public Employers Group Health Insurance Program, then the Village will pay an amount up to 88% of the average of the qualified plans offered in the Dane County service area towards the monthly premium of the selected single or family plan for eligible regular full-time employees participating in the insurance program. The employee will be responsible for payment of any premium cost in excess of the contribution of the Village. The Employer agrees to permit the payment of the employee's share of the premium on a payroll deduction basis. The Village has the right to change carriers and plans at any time and in the sole discretion of the Village.

Section 2 Retirement

The Employer agrees to participate in the Wisconsin Retirement System under the rules and regulations established by the Wisconsin Retirement System Board and to pay the employer's portion of such contribution, for all full-time and regular part-time employees. Employees will be responsible for paying the employee portion of such contribution. The Employer agrees to permit the payment of the employee's contribution on a payroll deduction basis. Eligibility shall be determined in accordance with the rules of the Department of Employee Trust Funds.

Section 3 Unemployment Compensation

Employees are covered by the provisions of Wis. Stat. 108 to the extent set forth therein.

Section 4 Worker's Compensation

The Employer will maintain Worker's Compensation insurance for the bargaining unit.

Section 5 Life Insurance

The Employer agrees that it will participate in the State Group Life insurance plan and shall pay the full premium for \$1,000 of insurance under such plan for each \$1,000 of employee's compensation, or fraction thereof, for all employees. In the event any employee desires to purchase supplemental group life coverage, under the above plan, then the Employer agrees to pay for twenty (20%) percent of the additional cost of such supplemental insurance and the employee shall pay for the balance. The Employer agrees to permit the payment of the employee's share of the supplemental premium on a payroll deduction basis.

Section 6 Income Continuation Insurance

The Employer will continue to provide the current Income Continuation Insurance Program for all employees. The Employer shall pay the full cost of the one hundred eighty (180) day waiting period plan offered by that program. If an employee wishes to purchase a plan which has a shorter waiting period, then the full amount of the additional premium shall be paid by the employee. The Employer agrees to permit the payment of the employee's share of the additional premium on a payroll deduction basis.

Section 7 VEBA

The Village agrees to provide a 501(c)(9) VEBA plan to all eligible employees.

Section 8 SECTION 125

The Village agrees to provide employees with an IRS Section 125 plan to make qualified payroll deductions pre-tax.

ARTICLE 13 SICK LEAVE

Section 1 Sick Leave Earning Rate

EMT/Firefighter employees shall earn sick leave at the rate of twelve (12) hours per month for each full month of employment up to a maximum of two thousand one hundred sixty (2,160) hours.

Section 2 Sick Leave Earnings Pay Out

The Village will determine the dollar value of a retiring employee's earned sick leave (up to a maximum of 2,160 hours for an EMT/Firefighter) at the employee's salary or hourly rate of pay, whichever applies, on the last day of the employee's employment (Sick Leave Conversion Amount). The Village will contribute the employee's Sick Leave Conversion Amount to either:

- A. A healthcare reimbursement account (HRA) for the employee under the VEBA described in Article 12, Section 7; or
- B. An account for the employee under the Village 401(a) Plan (Retirement Plan), a retirement plan sponsored by the Village that satisfies the qualification requirements of section 401(a) of the Internal Revenue Code. The Village will determine, on a case by case basis, whether an employee's Sick Leave Conversion Amount will be contributed to an HRA under the VEBA or to the Retirement Plan. The Village's determination will be based on objective factors that may include, but are not be limited to, the retiring employee's access to other health insurance coverage, the dollar amount of the retiring employee's Sick Leave Conversion Amount, and the willingness of the Village's health insurance carrier to cover retired employees. At no time will the retiring employee have a choice between a contribution to an HRA under the VEBA or a contribution to the Retirement Plan. For purposes of this Section, an employee is a "retiring employee" if:

1. The employee ends employment with the Village and any participating Wisconsin Retirement System (WRS) employer; and
2. The employee is eligible for retirement and has reached at least the minimum retirement age as required by the Wisconsin Retirement System (WRS).

Section 3 Sick Leave Use

An employee may use sick leave with pay for absences necessitated by his/her injury or illness, quarantine, diagnostic treatment, counseling for in-patient or out-patient treatment for mental or emotional problems, optician's services, medical or dental examinations or procedures, or attendance upon members of the immediate family whose illness or injury requires the care of such employee. For purposes of this article only, immediate family is defined as the employee's spouse, children and parents. In addition, "immediate family" shall also include the employee's significant other provided he or she reside in the same residence as the employee. Sick leave may be taken in increments of two (2) hours.

Section 4 Requirements

In order to be granted sick leave with pay, an employee, or someone else on behalf of the employee, must:

- A. Report as soon as practical, in general terms, his or her absence to the Fire/EMS Chief or designee.
- B. Submit a medical certificate for any absence due to illness or injury of more than three (3) consecutive working days if requested to do so, in advance, by the Fire/EMS Chief or designee in a reasonably timely basis.

Section 5 Abuse

Any employee who abuses the sick leave provisions of this Agreement shall be subject to discipline.

Section 6 Lay-off

When an employee is laid off due to a lack of work or funds and is reinstated to the same or similar position within twenty-four (24) months, the sick leave balance is restored.

ARTICLE 14 LEAVES OF ABSENCE WITH PAY

Section 1 Funeral Leave - Immediate Family

In the event of the death of an employee's spouse, child/stepchild, parent/step parent, sister, brother, mother-in-law, father-in-law or significant other, an EMT/Firefighter shall be allowed to be absent from work without loss of pay for two (2) twenty-four hour days in order to make arrangements for the funeral, attend the service, and for travel time.

Section 2 Funeral Leave - Intermediate Family

In the event of the death in an employee's intermediate family, an EMT/Firefighter shall be allowed to be absent from work without loss of pay for one (1) twenty-four hour day in order to make arrangements for the funeral, attend the service, and for travel time. Intermediate family is defined to include the employee's son-in-law, daughter-in-law, grandchild or grandparent or a relative living in the employee's household.

Section 3 Funeral Leave - Extended Family

In the event of the death in an employee's extended family, an EMT/Firefighter shall be allowed to be absent from work without loss of pay for eight (8) hours provided the employee was scheduled to work that day and attends the funeral. Extended family is defined to include any other relative related by blood or marriage.

Section 4 Funeral Leave – Friend

Employees wishing to attend the funeral of a friend shall be allowed to do so but must use other types of paid leave if they wish to receive pay for the time taken off.

Section 5 Military Leave

Employees who are members of the National Guard or any of the recognized reserve components of the Armed Forces will be entitled to leave for the purpose of attending military schools, annual field training or active duty for training. Such leave will not exceed fifteen days in a calendar year, excluding Saturdays, Sundays and holidays.

Military leave will be in addition to any other vacation or paid leave to which an employee is entitled and will be compensated by payment of an amount that represents the difference between the employee's current rate of compensation and the employee's lower base pay (military pay grade and years of service) as a member of the Armed Forces for the period of time absent from work. A copy of the military pay voucher, will be used to substantiate base pay earned as a member of the Armed Forces. No employee will be further compensated by the Village for additional travel time needed to accommodate the employee's personal preferences for a mode of travel that exceeds the amount of travel time authorized in military orders issued to the individual; such additional time absent from work will be charged to vacation, compensatory time or leave without pay. The employee shall continue to earn sick leave credits while on military leave.

Section 6 Jury Duty/Civil Leave

Any employee required to report for jury duty shall receive his/her normal wages for each day the employee is absent from work as a result of such jury duty. To be eligible to receive his/her normal wages the employee must do the following:

- A. Upon being selected for jury duty the employee must inform the Fire/EMS Chief or designee of his/her jury duty selection and provide his/her immediate supervisor with the dates that he/she will be serving on jury duty.
- B. The employee shall return to the Fire/EMS Chief or designee any check(s) received from or through the Clerk of Courts for such jury duty service.
- C. Any employee required to report to jury duty but who is released from jury duty prior to the end of the employee's normal work day shall return to his/her place of work within a reasonable period of time on that day.

Section 7 Court Appearance

Employees who are required to make a court appearance in an official capacity in connection with the Village or as an expert witness because of their professional or observed knowledge will be granted leave with pay when on-duty. Off-duty employees shall receive overtime pay in accordance with Article 9, Section 4, A. No allowance of pay will be made if employees are summoned to court as a result of charges growing out of alleged official or personal misconduct. The employee shall return to his/her immediate supervisor any check(s) received as an expert witness.

Section 8 Blood Donations

Four (4) hours of time off without loss of pay will be granted an employee who is asked or chooses to donate blood.

Section 9 Time Off for Voting

Any employee who can satisfactorily show that he/she cannot vote during his/her off duty hours, shall be allowed time off with pay to cast his/her ballot in all federal, state or local elections.

ARTICLE 15 LEAVES OF ABSENCE WITHOUT PAY

Section 1 Parental Leave

An employee, may use accumulated earned vacation, sick leave, or leave without pay for the birth or adoption of a child. Such parental leave must begin within sixty (60) days of the birth or adoption.

The length of time an employee will be away from work on parental leave should be requested by the employee in writing. Leave for this purpose will be granted only after approval of the Fire/EMS Chief or designee. The maximum time available for parental leave will be twelve (12) weeks.

Section 2 Administrative Leave of Absence

An employee may request, in writing, an administrative leave of absence, without pay, for a period not to exceed fifteen (15) calendar days. The granting of this request is subject to the advance approval by the Fire/EMS Chief or designee.

Section 3 Extended Leave of Absence

- A. The need for and duration of leave is determined on a case-by-case basis. Except as required by law, unpaid leaves of absence will generally not exceed one year in duration.
- B. The employee is expected to fully cooperate and thoroughly communicate with the Village during the leave request process, during the leave, and during the transition at the end of the leave.
- C. Any request for an unpaid leave of absence must be submitted in writing by the requesting employee to the Village Administrator as far in advance of the anticipated leave dates as possible. The written request must specify the reason(s) the leave is being requested and the anticipated date of return. Except in unavoidable situations, no unpaid leave of absence will be granted retroactively.
- D. Unpaid leaves of absence that are not required by law and are thirty (30) consecutive calendar days or less require the approval of the Fire/EMS Chief and the Village Administrator.
- E. Unpaid leaves of absence that are not required by law and are in excess of thirty (30) consecutive calendar days require the approval of the Village Board in addition to the approval of the Fire/EMS Chief and the Village Administrator.
- F. No unpaid leave of absence will be granted unless the employee has first used all available paid time off, except for qualifying military leave and leaves under the Wisconsin or Federal Family and Medical Leave Laws.
- G. No unpaid leave of absence will extend beyond the amount of time actually needed for the purpose requested.

ARTICLE 16

RULES PERTAINING TO EMPLOYEES ON LEAVE WITH OR WITHOUT PAY

Section 1 Rules

The following provisions apply to employees on paid or unpaid leaves of absence:

- A. If an employee desires, he/she may return to work before the expiration of an approved leave of absence subject to the approval of the Fire/EMS Chief or designee, and also subject to a physician's approval if the leave was for medical reasons.

- B. Failure to return from leave of absence does not, of and by itself, constitute evidence of the employee's intent to terminate employment or warrant automatic dismissal. It is, however, the employee's responsibility to inform the Fire/EMS Chief or designee in advance if there will be a reason for missing the day designated for return to work. Failure to notify the Fire/EMS Chief or designee will only be excused when circumstances are so unusual as to warrant such approval. An additional five working days may be allowed before action is taken to terminate employment; this additional time will be used by the Fire/EMS Chief or designee to locate and determine the employee's intent, if reasonably possible.
- C. Holidays and other non-work days that occur during an approved leave of absence will be considered part of the approved period of absence and will not be paid. The absent employee does not earn either vacation or sick leave during any leave of absence, with or without, pay.
- D. If an employee is granted a leave of absence of ten (10) working days or less, the Village shall continue to pay its normal contributions for, insurances. Except as otherwise provided by the State and/or Federal Family and Medical Leave Acts, if an employee is granted a leave of absence in excess of ten (10) working days and desires to have health insurance coverage continued, he/she must pay the Village, prior to the leave of absence being effective, sufficient monies to pay the required monthly contribution to the insurance carrier during the period of absence, unless otherwise provided by law. When the employee returns from leave, the Employer shall make the required contribution beginning with the month following the employee's return to work.
- E. An employee has the right to return to the position held at the time an approved leave of absence begins, subject to any other agreement between the employee and the Village, unless the position has been abolished or a material reorganization has taken place. In such event, the employee returning from an approved leave of absence will be given first consideration in filling any other vacant position for which they are physically and mentally competent and also qualified to perform the work. If no such position exists, the layoff procedure will apply. During the time an employee is on leave, the position of an absent employee will not be filled on a permanent basis. The Village may fill the position on a temporary basis from any source including, without limitation, the right to hire temporary personnel from the outside, or the Village may assign the absent employee's job duties to other employees in the bargaining unit.

ARTICLE 17

NO STRIKE, NO LOCKOUT

Section 1 No Strike, No Lockout

The Union agrees to the validity of §111.70 Wis. Stats. and agrees not to strike. The employer agrees to the validity of §111.70 Wis. Stats. and agrees to not lockout the employees.

ARTICLE 18

PART-TIME EMPLOYEE FRINGE BENEFITS

Section 1 Method of Calculation

Regular part-time employees shall be entitled to receive all fringe benefits set forth in this Agreement on a pro-rated basis except as otherwise provided in this Agreement and only to the extent permitted by the applicable benefit plan. Said proration shall be based upon the normal number of hours a part-time employee works per month applied as a percentage of two hundred forty-two and 67/100 (242.67) work hours per month for full-time employees. The Village shall on a quarterly basis (based on the calendar rather than the employee's anniversary year) review the number of hours paid to part-time employees. If the hours paid in the previous quarter are greater than an employee's appointment hours, the employee shall have his/her benefit basis increased above their appointment level to reflect said revised percentage for the next quarter. If the appointment hours of an employee are increased or reduced the base level benefit basis shall be altered accordingly effective as of the date the change in the appointment hours shall go into effect.

Section 2 Health Insurance

- A. Employees hired prior to July 1, 2011 or who have Prior Qualifying WRS Participation:

Those part-time employees who were receiving health insurance benefits prior to July 1, 2011, or who have qualifying prior participation with a WRS employer may be eligible to receive health insurance coverage. The percentage of Village contribution toward the Premium cost shall be based on the number of hours the employee is budgeted to work and shall be determined based on the following schedule:

1. Effective in 2018, the amount of the Village contribution toward the premium cost will be:

14-19 hours – 25% of the current year's premium.

20-35 hours – 50% of the current year's premium.

36-39 hours – 100% of Village max of the current year's premium.

- B. Part-Time Employees hired after July 1, 2011:

1. Part-time employees in classified positions who are eligible for WRS may be eligible for health insurance coverage at the time determined by the Village and plan provider.

2. Part-time employees in classified positions who are not eligible for WRS are not eligible for health insurance coverage.
3. The Village contribution to the premium for those part-time employees eligible for health insurance coverage under Section 18.02(B)(1) is depicted in Section 18.02(A)(1).

Section 3 VEBA Plan

Effective January 1, 2014, all regular part-time EMT/Firefighters will be eligible to participate in the Village VEBA plan for Non-Represented employees.

ARTICLE 19 PERSONAL DAY

Section 1 Personal Day

EMT/Firefighters will receive one (1) twenty-four (24) hour personal day off with pay on January 1st each year. The personal day may be taken at the employees discretion in increments of two (2) hours subject to scheduling approval of the Fire/EMS Chief or designee. Personal days must be taken in the calendar year they are granted or they will be forfeited. The employee will not be compensated for these forfeited hours.

ARTICLE 20 SALARY SCHEDULE AND CLASSIFICATIONS

Section 1 Salary Schedule and Classifications

The salary schedule and classifications are set forth in Appendix A which is attached to this Agreement and made a part hereof.

ARTICLE 21 LEGAL PROTECTION

Section 1 Village to Provide Under State Law

The Village will provide legal representation for employees in the bargaining unit; however, only to the extent required by law.

Section 2 Vehicle Violations and Vehicle Overloads

The Village shall pay the full amount of any forfeiture or fine, court costs and penalty assessment assessed against an employee pursuant to a citation issued due to the poor or unsafe condition of a Village-owned vehicle, improper equipment (brakes, tires, exhaust, etc.), missing or non-functioning safety features or an overloaded vehicle.

ARTICLE 22 TRAVEL ALLOWANCES

Section 1 Use of Personal Vehicles

Any employee who is required, or has prior authorization from the Fire/EMS Chief or designee, to use his or her own vehicle for Village business shall receive the IRS rate per mile.

Section 2 Meals, Lodging, and Travel

- A. The Village will reimburse the employee, subject to the authorized reimbursement allowances in subsection B, for the actual cost of meals which are authorized for reimbursement as defined in subsection D. Claims for reimbursement of meal costs are expected to represent reasonable and necessary costs and may include a maximum gratuity of 15% as well as any state or local tax.
- B. Authorized Reimbursement Allowances:
 - 1. Breakfast: \$10.00
 - 2. Lunch: \$15.00
 - 3. Dinner: \$25.00
- C. Requests for reimbursement for amounts in excess of the above schedule must be accompanied by receipts for the entire day with a full explanation of the extraordinary reason for such expenses. Requests to exceed amounts in excess of meal allowances shall be approved by the Fire/EMS Chief or designee, or the Village Administrator. Reimbursement must be claimed within 60 days or reimbursement will be voided.
- D. Meals Authorized For Reimbursement
 - 1. Employees who are working overtime at the normal time for breakfast, lunch or dinner will be reimbursed for meals in accordance with A. and B. above based upon submission of actual receipts. Normal times for meals shall coincide with the break times stated in Article 9, Section 5. The practices with respect to this benefit shall continue. Time spent eating a meal will be considered paid time, but such paid time will not exceed 1/2 hour.
 - 2. The maximum amount for one or more meals may be exceeded and the employee may claim the actual amount spent for each meal as long as the total amount claimed for the eligible meals is not greater than the combined maximum reimbursement rate for those meals. If meal maximums are not reached on one day, the excess amount does not accrue and cannot be applied to meals on another day or other costs incurred.

3. If a meal is part of the conference, convention or instruction program being attended by the Village employee and a higher amount than identified in B above is charged each participant, the full amount will be reimbursed with proper documentation.
4. When employees are traveling on authorized functions away from the Village.
5. Employees may not claim reimbursement for a meal on overtime when the Village has provided a meal for that same overtime shift.
6. It shall be the responsibility of the Fire/EMS Chief or designee, or the Village Administrator to assure all requests for reimbursements are in accordance with the policies outlined in this Article prior to approval.

ARTICLE 23 TRAINING

Section 1 Mandatory Training

The Village shall provide or pay the costs for sufficient training for employees to maintain all Fire/EMS certifications as required by the State of Wisconsin, the EMS medical director and the Fire/EMS Chief. Any mandatory training occurring outside the Fire/EMS response area shall require the Fire/EMS Chief's or designee's approval. On-duty EMT/Firefighters shall be required to attend the regularly scheduled monthly EMS training sessions and any additional training sessions but must prioritize the response to calls for service. Off-duty EMT/Firefighters will be compensated at the premium rate of two times (2X) the employee's base rate when attending any mandatory training sessions. If an off-duty employee, except when using paid leave as defined in Article 14, misses a Village provided mandatory training session related to their certification requirements, the employee is responsible for the costs of obtaining that training in order to maintain their certification.

Section 2 Non-Mandatory Training

Voluntary attendance at training not approved for pay status by the Fire/EMS Chief or designee, occurring outside regular working hours, are not considered hours worked.

Section 3 Online or Remote Training

Employees participating in online or remote training for which the employee is in paid status, shall be paid at the applicable rate for the actual hours spent participating in said training. Payment will not be based on advertised, prescribed, or educational unit hours.

ARTICLE 24

UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT (PPE)

Section 1 Original Issue

The Village shall provide EMT/Firefighter employees, at the date of hire, with uniform and PPE items pursuant to Appendix B. Additional uniform items required, but not provided by the Village, shall be purchased by the employee with receipts submitted to the Fire/EMS Chief or designee for reimbursement not to exceed \$300. Subsequently, beginning in the calendar year following the year of hire, the Village shall provide employees an annual uniform allowance in the amount of three hundred dollars (\$300.00). Said allowance shall be administered by the Fire/EMS Chief or designee. Purchase and replacement of PPE items shall be paid by the Village. Additional uniform and PPE items not required or issued by the Village may be purchased using the annual uniform allowance with prior approval from the Fire/EMS Chief or designee.

Section 2 Replacement

Uniform articles which are damaged or need to be replaced for other than work-related emergency duties (e.g. normal wear and tear) shall be replaced at the member's expense using the annual uniform allowance. The Village will replace uniform articles which become damaged as a result of work-related emergency duties. Employees shall immediately notify the Fire/EMS Chief or designee of such an occurrence.

Section 3 Change of Uniform

When changes are made to the uniform and the Fire/EMS Chief or designee requires employees to replace currently serviceable uniforms, the Village shall bear the cost of replacing those uniform items necessary for the employees to comply with the changes, up to a quantity of items equal to the initial issue.

Section 4 Uniform and PPE Cleaning

Cleaning of uniforms and PPE shall be the responsibility of the employees. The Village shall provide the equipment, cleaning products and facilities for the employees to clean their uniforms and PPE including those items which are contaminated with bodily fluids. In the event the equipment and cleaning products are insufficient to properly clean the uniforms and PPE, the Village shall pay the cost of cleaning at a laundering facility subject to prior approval from the Fire/EMS Chief or designee.

ARTICLE 25

DURATION

Section 1 Term

The term of this Agreement shall be effective January 1, 2021 and ending December 31, 2023.

Section 2 Notice to Amend or Terminate

In the event either party desires to amend the Agreement to be effective after its termination date, it shall give notice of that fact to the other party, on or before September 1 of the last year of this Agreement or any extension thereof. In the event neither party gives notice, this Agreement shall be automatically renewed from year to year on the same terms and conditions. In the event such notice is served, the parties shall operate under the terms and conditions of this Agreement until a new Agreement is entered into.

ARTICLE 26 ENTIRE AGREEMENT

Section 1 Entire Agreement

The terms and conditions herein contained represent the entire and only agreement between the parties and shall supersede all previous communications, representations, or agreements, either written or verbal, between the parties hereto.

Signatures to follow on the next page.

Dated this 13th day of December, 2021.

FOR IAFF LOCAL 311, AFL-CIO:

FOR THE VILLAGE OF MCFARLAND:

IAFF Local 311 President

Village President

IAFF Local 311
Bargaining Representative

Village Clerk/Treasurer

IAFF Local 311
Bargaining Representative

Village Administrator

APPENDIX A

SALARY SCHEDULE

2021			
2.25% general wage increase over the prior year.			
Years of Service	Hourly	Bi-Weekly	Annual
Start	\$15.01	\$1,726.15	\$44,879.90
1	\$15.46	\$1,777.93	\$46,226.30
2	\$15.92	\$1,831.27	\$47,613.09
3-4	\$16.40	\$1,886.21	\$49,041.48
5-6	\$16.89	\$1,942.80	\$50,512.72
7-9	\$17.40	\$2,001.08	\$52,028.10
10-13	\$17.92	\$2,061.11	\$53,588.95
14-19	\$18.46	\$2,122.95	\$55,196.62
20+	\$19.01	\$2,186.64	\$56,852.51

2022			
3.0% general wage increase over the prior year.			
Years of Service	Hourly	Bi-Weekly	Annual
Start	\$15.46	\$1,777.93	\$46,226.30
1	\$15.92	\$1,831.27	\$47,613.09
2	\$16.40	\$1,886.21	\$49,041.48
3-4	\$16.89	\$1,942.80	\$50,512.72
5-6	\$17.40	\$2,001.08	\$52,028.10
7-9	\$17.92	\$2,061.11	\$53,588.95
10-13	\$18.46	\$2,122.95	\$55,196.62
14-19	\$19.01	\$2,186.64	\$56,852.51
20+	\$19.58	\$2,252.23	\$58,558.09

2023			
3.0% general wage increase over the prior year.			
Years of Service	Hourly	Bi-Weekly	Annual
Start	\$15.92	\$1,831.27	\$47,613.09
1	\$16.40	\$1,886.21	\$49,041.48
2	\$16.89	\$1,942.80	\$50,512.72
3-4	\$17.40	\$2,001.08	\$52,028.10
5-6	\$17.92	\$2,061.11	\$53,588.95
7-9	\$18.46	\$2,122.95	\$55,196.62
10-13	\$19.01	\$2,186.64	\$56,852.51
14-19	\$19.58	\$2,252.23	\$58,558.09
20+	\$20.17	\$2,319.80	\$60,314.83

APPENDIX B

UNIFORMS AND PPE

Upon hire as a full-time EMT/Firefighter employee, the Village shall provide the uniform and PPE items listed. For employees who have previously worked for the Village in some capacity and already have serviceable uniform and PPE items provided by the Village, those uniform and PPE items need not be purchased.

Uniform Items

- A. Two (2) Class B Uniform button down shirts (1 long sleeve and 1 short sleeve)
- B. Two (2) T-shirts
- C. One (1) Sweatshirt (Job Shirt)
- D. One (1) Polo Shirt
- E. Two (2) hats (1 baseball and 1 winter)

PPE Items

- A. One (1) Bunker coat
- B. One (1) Bunker pants
- C. One (1) Bunker boots
- D. One (1) Helmet
- E. One (1) Pair structural firefighting gloves
- F. One (1) SCBA face piece
- G. One (1) Nomex hood
- H. One (1) Pair extrication gloves
- I. One (1) Pair safety glasses

PPE provided by the employer shall be returned to the employer upon termination of employment.

**VILLAGE OF
McFarland
SUMMARY SHEET**

MEETING DATE: Monday, December 13, 2021

SECTION: Business

DEPARTMENT: Fire/EMS

CONTACT: Chris Dennis, Fire/Rescue Chief

AGENDA ITEM: Discussion and action regarding amendments to the position description for Emergency Medical Technicians (EMTs) and to retitle the position EMT/Firefighter.

PREVIOUS ACTION:

None.

ISSUE SUMMARY:

As noted in the previous agenda item, the new contract with IAFF creates the position of EMT/Firefighter where as previously the position was titled 24 Hour Emergency Medical Technician (EMT). The title change is obviously well noted in the enclosed Job Description but the duties are adjusted also to account for this transition. This will also expand the license requirements for the position as well as the ability to operate additional equipment within the Department. Cultural competency language previously established is also carried forward. This is one of many administrative steps that will need to take place to address this transition with the remaining tasks to be fulfilled by the Chief.

FINANCIAL/BUDGET IMPACT:

This does not change the number of employees and the wages/benefits are set according to the contract considered in the previous agenda item.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended Action:

Motion, second to approve the amendments to the position description for Emergency Medical Technicians (EMTs) and to retitle the position as EMT/Firefighter.

ATTACHMENTS:

1. 2303 7 24 Hour EMT - 2021 Update (005)

24-Hour-EMT/Firefighter

POSITION DESCRIPTION

Position Title: 24-Hour-EMT/Firefighter

Department: Fire ~~and~~ & Rescue

Reports to: Fire/EMS Chief

FLSA: Non-exempt

Represented: AFSCMEIAFF

Employment Status: Full Time

POSITION SUMMARY

Job Summary

Under the direction of the Fire/EMS Chief, the 24-Hour-EMT/Firefighter position is responsible for protecting lives through knowledge and application of emergency medicine, fire control, extinguishment, and prevention on emergency incidents. The 24-Hour-EMT/Firefighter often acts as the Ambulance Crew Chief or Driver of the ambulance-crew, operator or firefighter of an engine or aerial ladder. Additionally, the 24-Hour-EMT/Firefighter assists in providing training to the members of the Fire and Rescue Department and also provides community education through CPR, first aid and fire prevention training programs. The 24-Hour-EMT/Firefighting is also responsible for clerical assistance and/or the custodial care and minor maintenance of the Village Municipal Center- Fire & Rescue Department as assigned by the Fire/EMS Chief.

Supervision Received

The 24-Hour-EMT/Firefighter works under the direction of the Administrative Captain and the Fire/EMS Chief during non-emergency. Incident commander of an emergency incident or designee during emergency operations.

Supervision Exercised

Ambulance crew when acting as Ambulance Crew Chief

DESCRIPTION OF WORK

Duties and Responsibilities

NOTE: Duties shall be assigned as needed to utilize personnel, methods, and means in the most appropriate and efficient manner possible for the operation of the McFarland Fire & Rescue Department and the Village of McFarland.

EMTEmergency Response Duties:

NOTE: In some of the EMT/Firefighter duties, it shall be understood that the EMT must be able to perform the functions while wearing turnout gear and any other applicable personal protective equipment deemed necessary by the incident commander or crew leader.

- Responds as a member of a medical team to bring medical care to the citizens of the service area and neighboring communities following department approved protocols.
- Responds to fire alarms, fire, hazardous materials, natural disasters, motor vehicle crashes and other such all-hazards emergency scenes as a medical team member to provide EMS services to firefighters or patients at the emergency scene and/or stand by for other EMS calls.
- Responds to fire alarms, fire, hazardous materials, natural disasters, motor vehicle crashes and other such all-hazards emergency scenes as a firefighter to control, extinguish, mitigation, and prevention of emergency incidents and standby for other emergency incidents.
- Ensures emergency vehicles and equipment are ready to respond to emergencies with daily, weekly and monthly checks.
- Performs routine maintenance of department ~~EMS~~ vehicles, equipment, and grounds.
- Prepares written reports and maintains records per department policies and State standards/statutes.
- Participates in scheduled training exercises and classroom lectures.
- Performs duties as a licensed EMT, firefighter, and apparatus operator according to criteria and standards set forth by the department.
- Conducts demonstrations, station tours, and public speeches on emergency medical services, CPR, first-aid, and other subjects to the public, when assigned.
- Assists Fire Inspector or conducts fire prevention inspections, when assigned.
- ~~May perform ancillary firefighting duties.~~
- Performs other related duties assigned by the Fire/EMS Chief.

Clerical Duties:

- Provides general clerical support functions, including word processing, data entry, desktop publishing, filing, photocopying, and distributing mail
- Assists with Department record keeping creation, processing and filing
- Screens and routes calls, and refers visitors to appropriate personnel
- Assists with performing fire inspections to commercial buildings as assigned.
- ~~Assists with scheduling EMTs to fill evening and weekend ambulance coverage needs~~
- Assists with developing and maintaining Department Recruitment Programs
- Assists Department Officers with training, health/safety, inventory, equipment and training programs.

Cleaning Duties:

- Sweeps, vacuums, mops, and dusts floors, carpets, and furniture.
- Dumps trash and recycling containers and relines cans with liners.
- Cleans and sanitizes restrooms and replenishes supplies; cleans drinking fountains; cleans interior windows and door glass, mirrors, blinds, light fixtures, tables, and walls.
- Inspects and maintains assigned custodial equipment and small tools for proper operating condition.
- Inventories and orders ~~cleaning~~ supplies and ~~paper~~ products.
- Sets up, takes down, and rearranges furniture as needed.
- Opens and closes, locks and unlocks facilities as needed.
- Performs minor maintenance of facility and equipment as needed
- Performs other related duties as required or assigned by the Fire/EMS Chief.

Equipment Used

Ambulance, engine, aerial ladder, tender, and various staff vehicles, patient restraints, oxygen, blood pressure equipment, defibrillators, testing equipment, or any other first aid and medical equipment carried on the vehicle that the employee is fully trained on and is within their scope of practice; fire hose lines, hydraulic extrication equipment, power equipment (rotary, reciprocating and chain saws, drills, ventilation fans, and generators), hand tools (axes, cutter, prybars, hammers, socket sets and wrenches) mobile and portable radios, pager, personal computer/printer with various software applications, phone, copier, fax machine, vacuums, mop, broom, dusting equipment, ladder.

Work Environment and Working Conditions

Works in a normal office setting with moderate noise levels; also works under uncontrolled field conditions; attendance at evening meetings during regularly scheduled and assigned overtime shifts required; work is sometimes performed in emergency and stressful situations; exposure to extreme weather conditions, smoke, fumes, noxious odors, toxic chemicals and hazardous substances can be encountered; requires heavy lifting and strenuous physical activity; exposure to dangers of smoke, fire and explosion, moving mechanical parts, bloodborne/airborne pathogens, risk of electrical shock, vibration, and high noise levels; may work in high or precarious places.

TECHNICAL REQUIREMENTS

Knowledge of

- * All department EMS apparatus, equipment, tools and radios.
- * Principles, practices, methods, techniques and department protocols of emergency medical care up to the Advanced EMT scope of practice, hazardous materials response to the operations level, fire prevention control and extinguishment to the firefighter II level, surface water rescue, and operation of engines and aerial ladder vehicles.
- * Equipment, materials, and supplies used in building cleaning and light maintenance.
- * Methods and techniques used in building cleaning and light maintenance.
- * Standard occupational safety measures used in the assigned fields of work.
- * The cultural context of interactions with individuals of diverse backgrounds that includes sex, race, religion, creed, color, national origin, age, disability, sexual orientation, ancestry, marital status, arrest or conviction record, military service, or any other legally protected status.
- *

Ability to

- † Maintain effective working relationships with the public, other fire and/or EMS departments and other local agencies, fellow employees, supervisors, and volunteers; ability to communicate clearly and concisely, both orally and in writing.
- † Act effectively in emergency and stressful situations.
- † Respond to emergency situations.
- † Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals while adhering to Department protocols.
- † Interpret and apply Federal, State and local policies, protocols, laws and regulations.

- † Carry out assigned tasks with a minimum level of direction and supervision and complete a daily work schedule.
- † Maintain confidentiality of sensitive records and materials.
- † Maintain public trust of department and individual.
- † Lift heavy objects and work on feet for long periods of time.
- † Maintain a valid driver's license.
- † Maintain physical condition appropriate to the performance of assigned duties and responsibility. Including ability to wear and use respirators such as a N95 mask while performing medical care and self-contained breathing apparatus will performing firefighting activities.
- † Drive and operate all department apparatus and equipment.

GENERAL COMPETENCIES

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is often required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell.

The employee must frequently lift and/or move up to 30 pounds and occasionally lift and/or move up to 100 pounds. The employee must possess specific vision abilities as per DMV requirements.

In addition, the employee must be able to satisfy the following competency requirements.

- ◆ ANALYTICAL SKILLS: Identify problems and opportunities; review possible alternative courses of action before selecting one; utilize information resources available when making decisions.
- ◆ COMMUNICATION SKILLS: Communicate ideas and information effectively in both written and oral form.
- ◆ PROBLEM-SOLVING SKILLS: Develop feasible, realistic solutions to problems; recommend actions designed to prevent problems from occurring; refer problems to supervisor when necessary.
- ◆ PLANNING AND ORGANIZATIONAL SKILLS: Establish systematic methods of accomplishing goals.
- ◆ READING ABILITY: Effectively read and understand information contained in memoranda, reports, ordinances, statutes, codes, technical manuals, bulletins.
- ◆ TECHNICAL COMPREHENSION: Ability to learn, adopt, and apply new technology, computer systems and software programs.
- ◆ ABILITY TO COMPREHEND AND FOLLOW INSTRUCTIONS: Effectively follow verbal or written instructions from supervisor.
- ◆ TIME MANAGEMENT SKILLS: Set priorities in order to meet assignment deadlines.
- ◆ ABILITY TO WORK IN STRESSFUL SITUATIONS: Work under hazardous conditions and extreme pressure in life and death situations.

REQUIRED QUALIFICATIONS ~~(AT TIME OF APPOINTMENT)~~

- Maintain a valid State of Wisconsin regular driver's license

- Maintain a valid State of Wisconsin AEMT or EMT Intermediate Technician License or higher
- Wisconsin Firefighter II certification
- Wisconsin Driver Operator certification for Pumper and Aerial
- Maintain Health Care Provider Level CPR training through the American Heart Association (or equivalent)
- Legible writing, reasonable writing/documentation skills and the ability to use computer programs such as ESO, Microsoft Office, Image Trend, and Firehouse
- ~~Completed or ability to complete within 1 year~~ ICS-100, ICS-200, ICS-700, ICS-800

~~WHILE NOT REQUIRED, OTHER USEFUL QUALIFICATIONS INCLUDE~~

- ~~Three years' experience as an EMS professional~~
- ~~Previous experience as a fulltime EMT in a combination EMS / Fire Department~~
- ~~Wisconsin Emergency Services Instructor I~~
- ~~Wisconsin Firefighter I certification~~

Updated

~~July 22, 2016~~ December 13, 2021
McFarland

Village of

NOTES

1. *The job duties listed herein are intended only as illustrations of the types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*
2. *The work environment characteristics and physical demands described herein are representative of those that the employee encounters or must meet while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*
3. *The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.*

I hereby acknowledge that I have received a copy of and do understand the requirements of this position description. Dated this _____ day of _____, 20____.

Employee Signature

Department Head Signature

**VILLAGE OF
McFarland
SUMMARY SHEET**

MEETING DATE: Monday, December 13, 2021

SECTION: Business

DEPARTMENT: Administration

CONTACT: Cassandra Suettinger, Village Clerk/Treasurer

AGENDA ITEM: Discussion and action on new job description format and approval to convert all current job descriptions to new format.

PREVIOUS ACTION:

In May 2021, the Village Board authorized entering into an agreement with GOVHR to update its compensation and classification plan, as well as a variety of other items within the scope of work, including updating the position description template for all Village positions.

ISSUE SUMMARY:

In May of 2021, the Village Board contracted with GOVHR to update its current compensation and classification plan and assist with updating its current job description format. The Board had identified a desire to incorporate cultural competencies into all of its current job description format as well as review the current format to be more concise.

Attached is the updated job description format as developed by GOVHR. The format is much more condensed and streamlined than the Village's format. Additionally, the following language shall be included at the beginning of each job description:

Our Commitment to Diversity, Equity, and Inclusion (DEI)

Diversity, equity, and inclusion form the basis of our work in the Village of McFarland, WI.

We recognize having a diverse and inclusive organization allows us to benefit from a variety of perspectives and strengthens our ability to achieve our mission to best serve the residents of the Village. To promote equity in our community, we must first do the work to ensure our organization is diverse, equitable, and inclusive.

Attached is the proposed job description with relevant additional comments on changes. With this item, staff is requesting review, feedback and approval on the new job format, as well as permission to convert all existing position descriptions to the new format. Much of that work is just conversion and condensing current position descriptions. This work would not involve changing job responsibilities or requirements.

FINANCIAL/BUDGET IMPACT:

None.

VILLAGE PLAN REFERENCE:

None.



ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Motion to approve the new job description format and provide approval for staff to convert all current job descriptions to the new format.

ATTACHMENTS:

1. Draft Job Description Template - McFarland WI (003) - FINAL

Job Title	
Department	
Employment Status	
Exempt/Nonexempt Status	
Grade	

Our Commitment to Diversity, Equity, and Inclusion (DEI)

Diversity, equity, and inclusion form the basis of our work in the Village of McFarland, WI. We recognize having a diverse and inclusive organization allows us to benefit from a variety of perspectives and strengthens our ability to achieve our mission to best serve the residents of the Village. To promote equity in our community, we must first do the work to ensure our organization is diverse, equitable, and inclusive.

Commented [CS1]: We have inserted new language that the very beginning of the job description to recognize and highlight the Village's committee to Diversity, Equity, and Inclusion and the important role the employees of the Village have toward this work.

Scope of Work	
This position provides.....	
Supervision	
Received	
Exercised	

Essential Job Functions	
- Essential Job Function #1 - Essential Job Function #2 - Essential Job Function #3 - Essential Job Function #4 - Essential Job Function #5 - Provides effective and efficient customer service and promotes and maintains responsive community relations. - Follows safe work practices.	
Other Job Functions	
Performs related duties as assigned.	

Commented [CS2]: The essential job functions would be inserted for each position. The goal would be to keep this section concise and an overview of the essential job functions held by the position.

Commented [CS3]: These two bullet points would be standard for every position in the Village.

Requirements of Work

Commented [CS4]: This section would include both the minimum qualifications (i.e. education, certificates, etc.) required to perform the job as well as the desired qualifications for the position(desired experience).

Insert education, degree requirements and years of experience required, including type of experience. For example: *Graduation from a college or university with a Bachelor's Degree in Human Resources Management, Business Management, Communications or related field, supplemented by at least 4 years of experience in benefits administration and human resources preferably in a local or state government setting, including some supervisory experience.*

Knowledge, Ability, and Skill

In addition to the requirements of work, the individual should also have the following knowledge, abilities, and skills:

Knowledge of	- The use of standard office equipment, including computers and relevant software programs. - The cultural context of interactions with individuals of diverse backgrounds that includes sex, race, religion, creed, color, national origin, age, disability, sexual orientation, ancestry, marital status, arrest or conviction record, military service, or any other legally protected status
Ability to	- Multi-task and prioritize work. - Communicate effectively both verbally and in writing. - Assign and supervise the work of others; motivate employees to work toward common goals (include if they are a supervisor). - Establish and maintain effective working relationships with elected officials, supervisors, coworkers, retirees, contractors, vendors, and the general public.(adjust based on the position and its working relationships)
Skill in	- Oral and written communications. - Strategic thinking and decision making. (Professional positions) - Trouble shooting and problem solving. (Technical positions) - Public relations.

Commented [CS5]: The new job description format proposes to condense the knowledge, ability and skill section. That language contained in the template would be fairly standard for each position with some degree of variability based on whether or not it is a supervisor position and whether or not it is a professional or technical position. Additionally additional bullet points would be added regarding any specialized knowledge, skills, and/or abilities that would be required of each position.

Necessary Special Requirements

List any special licenses or certificates (i.e., CDL, Water Operator, CPA, P.E., etc.) and include Valid Driver's License if they are required to drive as part of their job.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. **Adjust these as needed based on the physical demands that employs filled out as part of their JAQ.**

- Work is performed mostly in an office setting; hand-eye coordination is necessary to operate computers and various pieces of office equipment. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Commented [CS6]: The information for physical demands is already contained within the job descriptions, but would be updated for physical demands identified by employees through the JAQ process.

- While performing the duties of this job, the employee is frequently required to sit, stand, walk, talk and hear; use hands and fingers to handle, feel, or operate objects, tools, or controls and reach with hands and arms.
- The employee must occasionally lift and/or move up to 20 pounds.

Notes:

The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. The above is not intended to be an exhaustive list of all responsibilities and duties required. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

*External and internal applicants, as well as position incumbents who become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The Village is a Pay Equity/Equal Opportunity/Americans with Disabilities Act Employer

McFarland
SUMMARY SHEET

MEETING DATE: Monday, December 13, 2021

SECTION: Business

DEPARTMENT: Administration

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action regarding Ordinance #2021-13: an ordinance amending Section 23-95 of the McFarland Municipal Code establishing criteria for determining the qualification of bidders on Village contracts.

PREVIOUS ACTION:

The Village Board adopted the original ordinance on May 24, 2021.

ISSUE SUMMARY:

The Village Board had previously enacted standards for responsible bidding in order to award contracts for public works construction projects. This code creates standards by which Contractors and Sub-Contractors have to comply with in order to be qualified for contract award. The Public Safety Center project, granted is a large project, but was the first time these standards were applied locally. As a result of this experience, Staff proposed a few changes through the Village Attorney to improve the functionality of this code going forward:

- The title listed under Section 23-95 is proposed by the Village Attorney to be Bidder Qualifications. This is suggested to make it easier to find within the Code of Ordinances going forward.
- Section 23-95(b)(4) proposes a definition for Sub-Contractor for which the current code does not have one.
- Section 23-95(c)(7) proposes the addition of the word "principal" to the language shown there to provide clarification on applicability. There are many layers to these companies offering a wide array of services and this is meant to align the trade they are responsible for with the requirement on an apprenticeship.
- Revisions within Section 23-95(e) removes the reference to subcontractors and focuses the responsibility on the general contractor.
- Last section, Section 23-95(f) is created to address sub-contractors. This is the most challenging part of the current code. All affidavits are due at the time of bid opening, but not all determinations by the general contractor on who the final sub-contractors are going to be are made by the time of bid opening. The construction industry sees some fluctuation in this leading up to contract award. The first change here is moving that threshold for submittal on the subs to prior to when a contract is awarded which is when a determination will have been made by. Furthermore, a second change is included to allow for additions or substitutions of sub-contractors after the project has started. Current code does not allow for this which is far too inflexible if a sub-contractor needs



to be added later for something unforeseen, or different one is needed. They will still need to comply with the standards but we would have discretion to allow the change if needed.

All of the criteria will remain in place as previously adopted with one minor change to sub-section (c) as noted above. The real emphasis here is to improve the use of this code and how it applies to the construction world helping to better manage these projects as they are implemented through their various phases of contract award.

FINANCIAL/BUDGET IMPACT:

There are no direct cost considerations with the change. The concern being that if we continue with the current language, we will likely disqualify contractors and sub-contractors who likely would otherwise be qualified. This could result in higher per project costs on a case by case basis or no projects at all if we are not able to qualify them according to these standards.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

Section 23-95 - Current code that was enacted.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended Action:

Motion and second to adopt Ordinance #2021-13, an ordinance amending Section 23-95 of the McFarland Municipal Code establishing criteria determining the qualification of bidders on Village contracts.

ATTACHMENTS:

1. 2021-13 Ordinance to Amend Responsible Bidder Code (final)
2. Responsible Bidder Ordinance Amendment (Context Draft)

ORDINANCE 2021-13

AN ORDINANCE AMENDING SECTION 23-95 OF THE MCFARLAND MUNICIPAL CODE ESTABLISHING CRITERIA FOR DETERMINING THE QUALIFICATION OF BIDDERS ON VILLAGE CONTRACTS.

Purpose: To amend the procedure for determining whether the lowest bidder on a public contracts and its subcontractors are considered qualified to provide the work or services.

Sponsor: Carolyn A. Clow, Village President; and Matthew G. Schuenke, Village Administrator

Recommended Referral: None

Public Hearing: Not Required

WHEREAS, the Village Board previously enacted Ordinance 2021-06 creating §23-95 of the McFarland Municipal Code establishing minimum criteria for determining whether bidders on public works contracts and their subcontractors are qualified;

WHEREAS, the Village staff have found that the procedural provisions contained in the ordinance do not comport with construction industry practices, result in significant expenditures of staff time in administration of the bidding process, and are likely to disqualify otherwise qualified bidders; and

WHEREAS, the Village Board has determined that reasonable modifications to the procedural requirements of §23-95 can be made without compromising the intent and purpose of the ordinance; and

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

Section 1. Section 23-95 of the McFarland Municipal Code shall be entitled: “Bidder Qualifications.”

Section 2. Section 23-95(b)(4) of the McFarland Municipal Code is created to read as follows:

- (4) “Subcontractor” means any person, corporation, partnership or any other business entity, other than an employee, who contracts with a contractor or another subcontractor to perform any work on a public construction contract for the Village.

Section 3. Section 23-95(c)(7) of the McFarland Municipal Code is amended to read as follows:

- (7) For any contractor with more than 10 employees, the contractor participates in an apprenticeship program, if such a program exists, for the principal trade being contracted.

Section 4. Section 23-95(e) of the McFarland Municipal Code is amended to read as follows:

(e) *Affidavit of Compliance.* The contractor bidding on a public construction project must include in its sealed bid:

- (1) An affidavit swearing compliance with the criteria set forth in sub.(c) on the form required by the Village; and
- (2) A sworn statement containing the information required by sub. (d).

Failure to submit the required affidavit with a bid, or providing any materially incorrect, false, or misleading information shall automatically disqualify the contractor's bid.

Section 5. Section 23-95(f) of the McFarland Municipal Code is created to read as follows:

(f) *Subcontractor Affidavits.* Notwithstanding the acceptance of bids or the award of any contract by the Village, no public construction contract shall be executed by the Village or be valid until the Village Administrator or designated Village project manager has received an affidavit from each subcontractor to be engaged by the contractor on the project certifying that the subcontractor meets all of the criteria applicable to contractors as listed in sub. (c) and has approved the qualification of that subcontractor in accordance with this section. Following the execution of a public construction contract, no contractor shall allow any substitute or additional subcontractor to perform or supply any labor for the project without the approval of the Village Administrator or project manager and the submission of an affidavit satisfying the requirements of this section. Subsection (d) also applies to all subcontractors.

The above and foregoing Ordinance was duly adopted at a regular meeting of the McFarland Village Board on the 13th of December, 2021.

APPROVED:

Carolyn Clow, Village President

ATTEST:

Cassandra Suettinger, Clerk-Treasurer

ORDINANCE 2021 – 13	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Clow -	Wreh -
Brassington -	Flaherty -
Nelson -	St. Clair -
Rupert -	
VOTING RESULTS	
Motion Carried	
Motion Defeated:	

Sec. 23-95. - Bidder Qualifications.

(a) *Applicability.* The requirements of this section shall apply to each contractor submitting a bid for public construction when state statutes or Village ordinances require the contract to be awarded to the lowest qualified bidder.

(b) *Definitions.* In this section, the following definitions shall apply.

(1) *Contractor* means a person, corporation, partnership or any other business entity that submits a bid proposing to perform work on a Village public construction contract.

(2) *Apprenticeship program* means a program that is approved by the U.S. Department of Labor or a state apprenticeship agency and has graduated apprentices to journeyman status.

(3) *Public construction contract* means a contract for the construction, alteration, remodeling or improvement of a public work or building, where the contract is required to be bid pursuant to Wis. Stat. §§ 61.54 and 62.15.

(4) “Subcontractor” means any person, corporation, partnership or any other business entity, other than an employee, who contracts with a contractor or another subcontractor to perform any work on a public construction contract for the Village.

(c) *Responsible bidder criteria.* In order to be a responsible bidder for purposes of being awarded a public construction contract, the contractor and all of its subcontractors providing labor must meet the following criteria:

(1) The contractor maintains a permanent place of business.

(2) The contractor is authorized to do business in the State of Wisconsin.

(3) The contractor, or an agent, partner or officer of the contractor, or any employee who will perform work on the project is not debarred, suspended or declared ineligible from contracting with any unit of the State of Wisconsin or the federal government.

(4) The contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions).

(5) The contractor has general liability, workers' compensation, unemployment, and automobile insurance at levels sufficient to protect the Village given the size of the public construction project, as specified in the bid specifications.

(6) The contractor has complied with all provisions of Wisconsin prevailing wage law and federal Davis-Bacon related Acts, and all rules and regulations therein, for projects undertaken by the contractor that were covered by these laws, for the past five years.

(7) For any contractor with more than ten employees, the contractor participates in an Apprenticeship program if such a program exists for the principal trade being contracted.

(8) The contractor has a written substance abuse prevention program meeting the requirements of Wis. Stat. § 103.503. As required by Wis. Stat. § 103.503, all employees must be subject to drug and alcohol testing before commencing work on the public construction project, except that testing of an employee before commencing work on a project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the public construction project.

(9) The employees who will perform work on the project are properly classified as employees or independent contractors under all applicable state and federal laws.

(10) The contractor has not been the subject of any order or judgment from any state or federal agency or court finding an unlawful employment practice, including, but not limited to, violations relating to classification of employees, unemployment insurance, or discrimination.

(11) The contractor's employees who will perform work on the project are:

- a. Covered under a current workers' compensation policy; and
- b. Properly classified under such policy.

(12) The contractor is in compliance with the applicable requirements of the federal Affordable Care Act.

(13) The contractor possesses all applicable professional and trade licenses required for performing the public construction project.

(14) The contractor has adequate financial resources to complete the public construction contract, as well as all other work the bidder is presently under contract to complete.

(15) The contractor is bondable for the terms of the proposed public construction contract.

(16) The contractor has a record of satisfactorily completing at least five projects of similar size and complexity within the last five years. Criteria which will be considered in determining satisfactory completion of projects may include, but are not limited to:

- a. Completion of contracts in accordance with drawings and specifications;
- b. Diligent execution of the work and completed contracts according to the established time schedules unless extensions are granted by the owner; and
- c. Fulfilled guarantee requirements of the contract documents.

(17) The contractor has, and diligently maintains, a written safety program.

(18) The contractor has not been determined to have committed a Serious, Willful or Repeated violation (as defined by OSHA) of OSHA safety standards in the last ten years.

(d) *Additional information.* In the event the contractor is currently under consideration for debarment as described in paragraph (c)(3), or is under investigation for, or has been charged with, any violations regarding matters described in paragraphs (c)(3), (4), (6), (9), (10) or (18), or if any action or proceeding is pending which might result in a limitation upon, or revocation of, any license required to perform the public construction contract, the contractor shall provide an explanation of the facts, circumstances and allegations involved in such matter at the time of submission of its bid. The Village Board will review any such information provided and any other information it discovers related to any matter bearing on the contractor's qualification to do the work and determine whether such information is sufficiently reliable and relevant to demonstrate the contractor is not responsible to perform the public construction project.

(e) *Affidavit of compliance.* The contractor bidding on a public construction project must include in its sealed bid:

(1) An affidavit swearing compliance with the criteria set forth in Subsection (c) on the form required by the Village; and

(2) A sworn statement containing the information required by Subsection (d).

Failure to submit the required affidavit with a bid, or providing any materially incorrect, false, or misleading information shall automatically disqualify the contractor's bid.

(f) *Subcontractor Affidavits.* Notwithstanding the acceptance of bids or the award of any contract by the Village, no public construction contract shall be executed by the Village or be valid until the Village Administrator or designated Village project manager has received an affidavit from each subcontractor to be engaged by the contractor on the project certifying that the subcontractor meets all of the criteria applicable to contractors as listed in sub. (c) and has approved the qualification of that subcontractor in accordance with this section. Following the execution of a public construction contract, no contractor shall allow any substitute or additional subcontractor to perform or supply any labor for the project without the approval of the Village Administrator or project manager and the submission of an affidavit satisfying the requirements of this section. Subsection (d) also applies to all subcontractors.

McFarland
SUMMARY SHEET

MEETING DATE: Monday, December 13, 2021

SECTION: Business

DEPARTMENT: Administration

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action regarding the issuance of a Request for Proposal for master planning services for future improvements in and around the McFarland Municipal Center.

PREVIOUS ACTION:

None.

ISSUE SUMMARY:

Enclosed within your packet is a Request for Proposals to conduct master planning services in and around the Municipal Center with the focus on aiding the future implementation of a Community Center. One of the main priorities of the Village Board is to contract with a Consultant to plan out how the Community Center would be developed within the Municipal Center once the public safety uses vacate their spaces. This work will also look at interactions with the study the library has completed and also how all of the outside areas tie together between the properties.

The Scope of Work is detailed within Section 4. It is setup into three different categories. The first is really trying to focus on answering the Community Center question and really establishing a strong definition for what that means within this project. This is going to require additional Community engagement to gather external feedback and discussions amongst ourselves to bring forth that internal feedback. It will also look at the relationship with the Youth Center and its inclusion within the spaces similar to what has been considered previously. Once that effort is complete we will move into the next conceptual planning phase to see how everything can fit within the facility. Essentially, figure out what we want and then see how it relates to other space needs we have within the structure. This phase of the project will also study a first versus second floor option. Finally, the last phase of this work will look at the plaza concept and the adjoining open areas owned by the Village to bring the site plan together for the properties. This is provided as a brief summary of the RFP with the details contained within the enclosed document.

Assuming approval on Monday, the RFP will be issued on December 15th with a due date of January 28th. Responses will be evaluated from January 31st through February 25th with the Village Board considering the recommendation of the Evaluation Team at their meeting on February 28th. The project is estimated to begin around April 1st with completion roughly a year later.



FINANCIAL/BUDGET IMPACT:

The 2022 Budget allocates \$150,000 for this purpose.

VILLAGE PLAN REFERENCE:

2017 Facilities Master Plan - This plan created the idea of a public safety use moving out of the existing location to make room for the Community Center. This latest plan will further study that concept in greater detail knowing the full extent of the space availability. This 2017 effort also established space needs for other Departments that are remaining within the facility and those estimates will be revisited as a result of this work.

2021 Library Space Needs Study (Draft) - This plan is still in draft form but provides an analysis of the space needs for the Library and options for facility improvement to be consider. This RFP does not need to revisit this work, but simply understand it as background and relate to it as practicable.

2021-2022 McFarland Strategic Implementation Plan - This plan sets the goals and objectives approved by the Village Board. The work within the RFP presents one of the highest priorities of the board in the coming year and Action Step (vi) within Goal A specifically states to "draft, develop, and solicit Request for Proposals (RFP) to create a plan outlining facility improvements at the Municipal Center, Library, and Plaza." The enclosed RFP was drafted in concert with this action step and presented to move this goal forward.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended Action:

Motion, second to approve the issuance of a Request for Proposal for master planning services for future improvements in and around the McFarland Municipal Center.

ATTACHMENTS:

1. Village of McFarland McFarland Municipal Center Campus Master Plan RFP 12102021 mgs



Request For Proposals

McFarland Municipal Center Campus Master Plan

RFP Issuance Date: December 15, 2021

RFP Due Date: January 28, 2022

Please Submit to:

Village of McFarland – Municipal Center RFP
Attn: Village Administrator
5915 Milwaukee Street, PO Box 110
McFarland, WI 53558

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SECTION 1

Purpose

A. **Executive Summary** – The purpose of this Request for Proposals (RFP) is to receive competitive proposals from qualified Consultants who are interested in completing a Master Plan (“Plan”) to help guide future public improvements to the McFarland Municipal Center (“MMC”), E.D. Locke Public Library (“Library”), and adjoining public open spaces. The MMC is home presently to the Administration, Communications/Technology, Community Development, Fire/Rescue, Municipal Court, Senior Outreach, and Police departments. The Village is presently constructing a new 60,000 square foot Public Safety Center for the Fire/Rescue, Municipal Court, and Police Department to move to in December of 2022. Construction began for this project in October of 2021. The move will free up roughly 25,000 square feet of space within the existing MMC that needs to repurposed through this Plan.

B. **General Purpose** – The creation of this Plan is meant to provide recommendations regarding the renovation of the MMC for the inclusion of a Community Center to serve seniors, youth, and the Community at large. The development of a Community Center has long been sought after and serves as the cornerstone for the project. The Village currently provides senior services through our Senior Outreach Department as a municipal service. They will be looking to expand their service delivery capabilities through the new amenities offered within a Community Center concept similar in nature to that of a senior center. Separate from the Village is the McFarland Youth Center which is a stand alone service renting space within an existing Village facility. This Plan, like the one before it, will need to study their inclusion into the Community Center concept. Additionally, the Plan needs to account for the future space needs of other Departments set to remain in the MMC post renovation, interaction with planned improvements to expand the adjacent public library, and adjoining hardscape to support these uses as well as potential outdoor Community events. *Successful proposals will show a competitive balance towards planning for the future, architectural solutions to support space needs, and creative engineering in urban design to bring these areas together.* The work of the selected Consultant will have to be dynamic and engaging to create a plan that serves as a guide for the future that is able to be implemented upon completion.

SECTION 2

History and Background

A. **General** – The Village 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 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.

B. **Prior Studies** – The Village completed its Facilities Master Plan (Exhibit A) on June 26, 2017 and within it studied the space needs for all Village Departments. Most Village services are contained within the MMC with exception for Library and Public Works services. The MMC was constructed in 2000 and the 2017 study identified challenging future space needs as well as current complications. This was combined with the fact that it was desired to add a Community Center to this facility through the construction of a second floor, a current user moving out, or combination thereof. The Village has since opted to begin construction of a new standalone Public Safety Center while also still considering the feasibility of a second floor at the MMC. The Village does still desire to study the construction of a second floor based upon the space needs of existing Departments, uses desired within a Community Center, and other compelling factors.

Additionally, in early 2022 the Library will be completing their space needs study (Exhibit B). This study looks at their spaces needs for the next several years helping to plan out their future growth of offerings within the facility. It proposes two different concepts for physical expansion to be considered. A copy of this study is provided for reference and as background.

SECTION 3

Plan Objectives

A. The Plan will meet the following objectives in order to serve as a guide for the improvements desired within:

- i. Future conceptual floor plan of the Municipal Center including:
 - a. Community Center uses that support seniors, youth, and the Community at large.
 - b. Inclusion of space needs to support remaining Departments for the next 20 years.
- ii. Surrounding hardscape improvements adjoining the public facilities in the near vicinity.
- iii. Creation of synergies between this Plan and planned improvements to the Public Library adjacent to the MMC.
- iv. Recommendation on an operating structure for the proposed Community Center.
- v. Phased Implementation Plan that incorporates a rationale method for project development.
- vi. Development of a Plan that creates multi-generational spaces within the facility that can be shared and integrated into the facility.
- vii. Culturally competent planning that takes into account diversity, equity, and inclusion when considering improvements.
- viii. A project that is highly sustainable looking to reduce the Village's impact on fossil fuels, develop our own energy, and be a responsible partner with the environment.

SECTION 4

Scope of Work

A. The selected Consultant will be able to provide master planning services specific to the future development of a Community Center within the MMC. Additionally, the selected Consultant will be able to provide architectural, civil engineering, and urban design services to the extent necessary to determine the feasibility of the proposed public development. While it is anticipated that the Plan will build off the prior 2017 study, neither the planning process nor the final deliverables need to follow these concepts in their entirety. The desired services include, but are not specifically limited to the following:

i. **Community Center**

- a. The Consultant will conduct a review of the already completed Facilities Master Plan, Comprehensive Plan, and other related planning documents as are able to be provided by the Village.
- b. The Consultant will be responsible for proposing various formats of public information sessions, workshops, and/or surveys to vision opportunities for the project. This will include engagement with the Public, Stakeholders, Elected Officials, and Staff.
- c. Providing definition as to the desired amenities within the Community Center.
- e. Further examine the role and relationship within the adjoining Library and how it impacts planned improvements of a Community Center.
- f. Evaluate and recommend an operating structure methodology, programming, and space allocation for the Community Center including its interaction with existing Village Departments or other local entities.

ii. **McFarland Municipal Center**

- a. Using industry standards, project experience, and input from the Village, the Consultant will conduct appropriate conceptual space programming for the building interior including basic information such as sizes, space requirements, workflows, activities, and special uses. This will be applied to the space needs of Administration, Communications/Technology, Community Center, Community Development, Senior Outreach, Youth Center, and other supporting uses. Previously proposed space needs for the above listed uses will need to be reevaluated within this Plan.
- b. The Consultant will facilitate meetings with the Village as needed to develop basic components and general planning of the building program including building systems, equipment, materials, and code compliance in order to support service needs.
- c. Examination of the necessity to construct a second floor of the facility by comparison of the space needs, desired amenities, and relationship to other public uses. Deliverables will include conceptual floor plans showing a single story and two-story option.
- d. The Consultant will make preliminary recommendations regarding sustainable options to consider in the construction of the Facility as prescribed by Leadership in Energy and Environmental Design (LEED) standards or other sources.
- e. The Architect will make recommendations regarding alternative materials, construction methods, or design features that offer potential cost savings while meeting desired quality standards.

iii. **Municipal Campus**

- a. Parking and traffic flow analysis to support intended facility growth and recommended expansion where applicable.

- b. Opportunities to develop open space as a public plaza with emphasis to support special events. Discovery Garden Park and Well House #1 will remain; however, all other hardscape is available for study including the use of Milwaukee Street for temporary or permanent civic uses.
- c. Finding creative solutions to bridge the gap between connectivity of the MMC and Library.

B. These are the general requirements for the creation of a McFarland Municipal Center Campus Master 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

A. The selected Consultant shall complete a Master Plan that contains a summary of the planning process and those items described in the Section 4, 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. At a minimum, the Plan will contain the following deliverables:

- i. Executive Summary.
- ii. A least two Site Plan options encompassing the MMC, Library, adjoining right of way, parking lot layout, and adjacent open spaces.
- iii. Two conceptual floor plans for the MMC as a one-story option and a two-story option.
- iv. Schematic cost estimates that forecast the improvement costs proposed within the site plan and both options desired in the floor plans. Costs for library expansion will be incorporated from their existing plan.
- v. Preparation of renderings and sketches depicting the final improvements proposed for both the site plan and floor plan options.
- vi. Phased implementation plan noting the anticipated timeline based on construction schedules.

B. 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 attachments, drawings, 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

A. Qualification Details consisting of:

- i. **Cover Letter** – Including, but not limited to a statement of understanding and approach to this project.
- ii. **Experience** – A summary of 3-5 similar or relevant projects that the applicant has executed within the last ten 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.
- iii. **References** – Provide three municipal client references for which the applicant has provided similar services within the last ten years. Include the name, email, and telephone number of the contact person and a description of services provided to that contact.

B. Technical Proposal consisting of:

- i. **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.

C. Project Management Plan Proposal consisting of:

- i. **Key Personnel** – A list or organizational 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 the Village. The firm's Project Manager, who will be responsible for planning, coordinating, and conducting the majority of the work, including meeting attendance with the Village, must be identified and committed to the project. The Village reserves the right to approve Consultant's project manager, any requested personnel, and/or subcontractor changes during the course of the project.

- ii. **Quality Control** – Describe quality control measures and processes to ensure the project requirements are achieved within the project budget.
- iii. **Village Commitments** – Identification of those items within the Scope of Work for which the Consultant anticipates assistance by the Village. Village Staff will serve as the point of contact for public inquiries 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.
- iv. **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 discussions and meeting outcomes.
- v. **Supplemental Information** – Any other information deemed necessary to address the requests of this RFP.

D. Cost and Labor Hours Proposal consisting of:

- i. **Cost** – Lump Sum price to complete the plan as proposed in the Consultant's base Scope of Work.
- ii. **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.
- iii. **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.

E. General requirements consisting of:

- i. **Due Date** – *Responses to the RFP must be received by 4:00 PM CST on Friday, January 28, 2022.* Proposals received late, for any reason, shall not be accepted.
- ii. **Format & Location** – Prospective consultants shall provide one (1) electronic PDF copy. RFP submittals shall be emailed to Village Administrator at matt.schuenke@mcfarland.wi.us, subject: Municipal Center RFP. Alternatively, consultants may submit an electronic PDF copy via a USB flash drive to the Village of McFarland-Municipal Center RFP, Attn: Village Administrator, 5915 Milwaukee Street, PO Box 110, McFarland, WI 53558.
- iii. **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

- A. The following criteria will be used to evaluate each proposal submitted:
- i. **Key Personnel (15 points)** – Experience and qualifications relevant to key personnel and their associated project roles and estimated labor hours.
 - ii. **Project Experience (15 points)** – Level of experience completing similar projects with local government entities of similar size, structure, and complexity.
 - iii. **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 and Plan Objectives.
 - iv. **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.
 - v. **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.
 - vi. **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

A. The Village President; Administrator; Community and Economic Development Director; and Senior Outreach Director will conduct the evaluation of proposals submitted. This will comprise the RFP Evaluation Team. They will make a recommendation to the Village Board for action. The following method and timeline will be utilized in order to select the desired proposal:

- i. **December 15, 2021** – RFP Issuance Date.
- ii. **January 28, 2022** – RFP Due Date.
- iii. **January 31-February 11, 2022** – 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.
- iv. **February 14-18, 2022** – During this week, the Evaluation Team may host interviews of perspective consultants in order to make a selection. Please identify in your proposal if there are any dates to avoid scheduling an interview should your proposal be selected for further consideration.
- v. **February 25, 2022** – The Evaluation Team will make its recommendation to the Village Board for their consideration to award a proposal.
- vi. **February 28, 2022** – The Village Board will take final action to consider acceptance of the recommended proposal and enter into a contract for this purpose.
- vii. **April 1, 2022** – Estimated project commencement date.
- viii. **March 31, 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 (Exhibit C) 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: 2017 Facilities Master Plan

Exhibit B: 2022 Library Space Needs Study (Final Draft)

Exhibit C: Standard Contract Template