

Monday, May 2, 2022

6:30 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/82178562563>

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

Webinar ID: 821 7856 2563

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

1. CALL TO ORDER, ROLL CALL.
2. PUBLIC APPEARANCES.
 - a. This is an opportunity for members of the public to address the Public Safety Committee. Please remember this is a virtual meeting conducted through the Zoom online meeting platform. Zoom meeting attendees wishing to address the Committee 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 Committee for their consideration. Members of the public who are present in person and wish to address the Committee 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 public.safety@mcfarland.wi.us to be included as part of the meeting.
3. APPROVAL OF MINUTES.
 - a. Motion to approve the minutes of the 4/13/22 meeting.
4. BUSINESS.
 - a. Discussion and recommendation on a tourist rooming house permit application from Matthew Duffy for 5703 Red Oak Trail.
 - b. Discussion and recommendation on a tourist rooming house permit application from Wendy Unke for 5438 Bremer Road.
 - c. Discussion and recommendation on an Event Permit for Karben 4 to hold Bands by the Boardwalk Pop-Up Biergarten event in McDaniel Park on Saturdays from June 11, 2022 through September 17, 2022, excluding July 2, 2022, and September 3, 2022, and a request for a variance to allow minors to be present where alcohol is served.
 - d. Discussion and recommendation on a request from the McFarland House Cafe to expand their licensed alcohol premise for an approximately 8,225 square foot outdoor consumption area and the approximately 3,136 sq ft. Lily's Parlor .

- e. Discussion and recommendation to the Village Board on a Clinical Affiliation Agreement with Madison Area Technical College.

5. SCHEDULE NEXT MEETING DATE.

6. ADJOURNMENT.

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

VILLAGE OF MCFARLAND
Public Safety Committee Minutes

Wednesday, April 13, 2022 - 6:30 PM

1. CALL TO ORDER, ROLL CALL.

Chairperson Stephanie Brassington called the regular meeting of the Public Safety Committee to order at 6:30 PM in the Community Room.

Members present: Stephanie Brassington, Dottie Olson, Rich Staley, Edward Wreh

Members not present: Sandy Bakk, Shannon Morrison

Staff Present: Village Clerk Cassandra Suettinger, Fire Chief Chris Dennis, Police Chief Aaron Chapin

2. PUBLIC APPEARANCES.

- a. *This is an opportunity for members of the public to address the Public Safety Committee. 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.*

Rob Bloxham was present for the bowling alley agenda item.

3. APPROVAL OF MINUTES.

- a. *Approve the minutes from the 3.9.22 Public Safety Committee meeting.*

Motion by Village Trustee Stephanie Brassington, second by Member Rich Staley, to approve Approve the minutes from the 3.9.22 Public Safety Committee meeting. Motion carries 3 - 0 - 1 by acclamation.

4. BUSINESS.

- a. *Staff Reports*

- 1) *Fire and Rescue Department*

Fire Chief Dennis reviewed the Fire Department monthly report.

- 2) *Police Department*

Police Chief Chapin reviewed the police department monthly report.

- b. *Discussion and recommendation on a tourist rooming house permit application from McFarland House Cafe Inc. for 5923 Exchange St.*

Village Clerk Suettinger gave a brief introduction of the McFarland House Cafe remodel project to have two units on the second floor. Owner Shaun O'Hearn also gave an overview of what he wants to accomplish with the project. Village Clerk Suettinger

went through the staff checks and compliance to village ordinance.

Motion by Village Trustee Stephanie Brassington, second by Member Dottie Olson, to recommend approval and recommendation to the Village Board on a tourist rooming house permit application from McFarland House Cafe Inc. for 5923 Exchange St. pending approval of occupancy of unit #2. Motion carries 4 - 0 - 0 by acclamation.

- c. Discussion and recommendation on an application for an event permit for McFarland Soccer to hold the 'Shake the Shelter' event on May 14, 2022 from 6 p.m. to 10 p.m. at William McFarland Park and request to waive the event permit fee and a Temporary Class B license to sell fermented malt beverages and wine.

Village Clerk Suettinger gave an overview of the McFarland Soccer event "Shake the Shelter" fundraiser, to include a band, tent, food, and alcohol sales.

Motion by Village Trustee Stephanie Brassington, second by Member Rich Staley, to recommend approval to the Village Board an an application for an event permit for McFarland Soccer to hold the 'Shake the Shelter' event on May 14, 2022 from 6 p.m. to 10 p.m. at William McFarland Park and request to waive the event permit fee and a Temporary Class B license to sell fermented malt beverages and wine. Motion carries 4 - 0 - 0 by acclamation.

- d. Discussion and recommendation on a request for Spartan Bowl Inc., 4711 Farwell St. to expand their licensed premise for the consumption of alcohol for an approximately 3,000 sq. foot outdoor area, including permission for an outdoor sporting activity.

Rob Bloxham gave an overview of the project and intention to draw more business to Spartan Bowl during the summer months, May 1 to August 31.

Village Clerk Suettinger went through the staff reports on the project.

Overall, staff recommend approval with the four conditions that are in the packet on page 72:

1. Adequate ingress/egress for the areas as required by the McFarland Fire and Rescue Department
2. Installation of security cameras for the outdoor consumption area
3. Installation of jersey barriers on the north and south side of the proposed outdoor area
4. Seasonal limits be placed on when the outdoor consumption/sporting activity area can be set up to avoid conflicts with the "traditional" bowling league season (recommend May 1- to August 31)

Motion by Village Trustee Stephanie Brassington, second by Village Trustee Edward Wreh, to recommend the Village Board approve the request for Spartan Bowl Inc., 4711 Farwell St. to expand their licensed premise for the consumption of alcohol for an approximately 3,000 sq. foot outdoor area, including permission for an outdoor sporting activity, with the conditions listed on page 72 in this month's PSC packet.. Motion carries 4 - 0 - 0 by acclamation.

- e. Discussion and recommendation to the Village Board on the transition to paramedic level service and the possible creation of a career Lieutenant position in the Fire & Rescue Department

Chief Dennis gave an overview of restructuring the department to move to more supervisory staff and creating a lieutenant position for more supervisor shift coverage. It was discussed that projections would be brought to the Village Board.

Motion by Village Trustee Stephanie Brassington, second by Member Dottie Olson, to recommend approval and recommendation to the Village Board on the transition to paramedic level service and the possible creation of a career Lieutenant position in the Fire & Rescue Department Motion carries 4 - 0 - 0 by acclamation.

5. SCHEDULE NEXT MEETING DATE.

The next PSC meeting is May 2, 2022, at 6:30 p.m.

6. ADJOURNMENT.

Motion by Member Rich Staley, second by Member Dottie Olson, to adjourn at 7:31 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,
Tricia Reimer
Office Manager

VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Monday, May 2, 2022

SECTION: Business

DEPARTMENT: Administration

CONTACT: Cassandra Suettinger, Village Clerk/Treasurer, Aaron Chapin, Police Chief, Andrew Bremer, Comm & Eco Dev Director, Chris Dennis, Fire/Rescue Chief

AGENDA ITEM: Discussion and recommendation on a tourist rooming house permit application from Matthew Duffy for 5703 Red Oak Trail.

PREVIOUS ACTION:

None.

ISSUE SUMMARY:

Matthew Duffy of 5703 Red Oak Trail has applied for a tourist room house permit. The application is complete and thus, as required by ordinance, has been forwarded on to the Public Safety Committee for review. All property owners within 300 feet were notified of the date and time of the meeting and noticed of their opportunity to provide input on the request at the Public Safety Committee meeting. The ordinance provides that if the PSC Committee determines that the application meets the requirements, it shall be forwarded to the Village Board for approval.

The Building Inspector and Fire Inspector have completed their inspection of the property(attached).The Building Inspector identified during his inspection non-GFCI outlets on the right and left side of the laundry. He has provided the corrections must be made no later than 05/05/2022. Additionally, the Fire Inspector had noted all smoke alarms must be less than 10 years old. He provided all smoke detectors more than 10 years old must be replaced prior to renting.

FINANCIAL/BUDGET IMPACT:

Permitting Revenues and Room Tax Revenues

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

[Chapter 11 - Article XI - Tourist Rooming Houses](#)

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Motion to recommend approval of a tourist rooming house permit application from Matthew Duffy for 5703 Red Oak Trail contingent upon correction of the electrical outlets identified by the Building Inspector and update of smoke detectors as identified by the Fire Inspector.



ATTACHMENTS:

1. 5703 Red Oak Trail Tourist Rooming House Permit Application Submission_Redacted
2. Site_Plan_5703_Red_Oak_Trail (3)



Tourist Rooming House Permit Application

Pur uant to Village Ordinance Chapter 11

New or Renewal	New Application
----------------	-----------------

Property Information

Tourist Rooming House Physical Address	5703 Red Oak Trail
Name of Corporation, Limited Liability Company, Partnership, or Other Entity (if applicable)	Qwest Sustainabilities, LLC
Property Owner Name	Matthew Duffy
Property Owner Address	
Property Owner Telephone Number	
Property Owner Email Address	

Resident Agent

A resident agent must be appointed in the following situations:

- The property is not your primary residence and you reside outside a 30 mile radius from the Tourist Rooming House
- You will be absent while the property is rented (An owner is considered absent if the owner cannot be contacted and be present at the Tourist Rooming House within 45 minutes.)

NOTICE: APPLICANT SHALL IMMEDIATELY NOTIFY THE VILLAGE CLERK OF ANY CHANGE IN RESIDENCE OR INFORMATION REGARDING THE RESIDENT AGENT

Will a Resident Agent be appointed?	No
-------------------------------------	----

Application Fees

Application Fee (includes all required inspections) - \$500
Resident Agent Fee - \$50 (if applicable

Total application fees = \$500.00



Facility Information

Provide the square footage of each room.

Bedrooms

Select the plus sign to add additional bedrooms.

i. **Bedroom Length**

14

Bedroom Width

14

Bedroom Total Square Footage

196 Square Feet

ii. **Bedroom Length**

10

Bedroom Width

7

Bedroom Total Square Footage

70 Square Feet

iii. **Bedroom Length**

14

Bedroom Width

11

Bedroom Total Square Footage

154 Square Feet

iv. **Bedroom Length**

10

Bedroom Width

11

Bedroom Total Square Footage

110 Square Feet

Dining Room

Dining Room Length 9

Dining Room Width 11

Dining Room Total Square Footage

Living Room

Living Room Length 19

Living Room Width 12

Living Room Total Square Footage

228 Square Feet

Family Room/Den (if applicable)

Family Room/Den Total Square Footage

Number of Full Bathrooms 2

Number of 3/4 Bathrooms 0

Number of 1/2 Bathrooms 0

Number of Parking Stalls 2

A 9'X18' is required for every 4 occupants.



Nuisance Response Plan

The property owner or resident agent shall be responsible for promptly responding to or causing a prompt response to a nuisance complaint arising out of the occupancy or use of the short-term rental by tenants, their visitors or their guests. A return telephone call to a complainant within 45 minutes of the initial complaint shall be deemed prompt.

Proposed Maximum Number of Overnight Guests	9
Number of Off-street Parking Spaces	2
Number of Bedrooms Available	4
Describe the manner of responding to or causing a response to a nuisance complaint, including but not limited to the manner in which the complainants(s) will be notified of the response and the method of documenting prompt responses and timely corrective action.	I have clearly stated in the house rules that no parties are allowed, no unregistered guests allowed, and guests must abide by quiet hours at night and early morning. The neighbors in the adjacent properties will have the contact information of the property owner. In the case of a nuisance complaint, the response will be handled promptly. The complainants will be notified that the nuisance has been responded to and that swift action has been taken to ameliorate the issue within 45 minutes. The complainants will have the contact information of the property owner should any issues or concerns arise. The method of documenting will be on a document in the cloud with a timeline of event(s) and response(s).
Describe the manner of assuring timely corrective action to remedy the conditions that caused the nuisance complaint. This shall include, at a minimum, a telephone call to the primary adult occupant of the short-term vacation rental within 45 minutes of the initial nuisance complaint.	The conditions that caused the nuisance complaint will be handled swiftly and intelligently. The primary adult occupant will be contact via telephone within 45 minutes of the complaint. The cause of the nuisance complaint will be explained, and the steps needed to ameliorate the situation will be explained. The consequences of not taking those steps, including but not limited eviction, will be explained firmly.



Proof of Liability Insurance	File(s) attached: 
------------------------------	---

Liability insurance must be a commercial general liability, or hotel or short-term rental policy that specifically covers liabilities arising from rental of the tourist rooming house for short-term rentals. No less than \$1,000,000 per occurrence.

A copy of Wisconsin Seller's Permit issued through the Wisconsin Department of Revenue

File(s) attached:

The property will be listed exclusively through AirBnB lodging marketplace.

Copy of Wisconsin Seller's Permit is not required for those who will be listing the tourist rooming house **exclusively** through a lodging marketplace. Please contact the Clerk if you have questions on this provision.

A current Tourist Rooming House License issued by Public Health of Madison and Dane County (PHMDC), or other applicable entity, under Wis. Stats. § 97.605, or a copy of the completed application submitted for said license if the license has not been issued.

File(s) attached:

 general_license_application_5703_Red_Oak_Trail.pdf

A copy of a completed Public Health of Madison and Dane County, or other applicable entity, tourist rooming house inspection form dated within one year of the date of issuance must be submitted before a permit can be issued.

File(s) attached:



For more information about Tourist Rooming House Licenses from PHMDC, please visit the [PHMDC website](#).

Site Plan

File(s) attached:



A Site Plan must include location, number of units, number of people in each unit, dimensions of all rooms and common areas, laundry facilities, restroom facilities, and onsite parking dimensions.



To the Village of McFarland, Dane County, State of Wisconsin, that I the undersigned, understand that by applying for this Tourist Rooming House Permit, I am bound to all Village of McFarland Municipal Codes including Chapter 11 and any other codes or regulations that may apply. I also grant that an inspection of this property be conducted by the Village Building Inspector (or designee) and the Village Fire Inspector (or designee) prior to approval of this permit.

Certification Signature

File(s) attached:

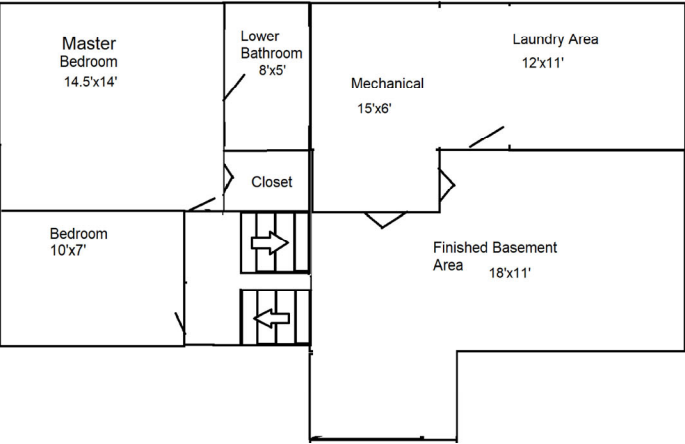


Certification Date

04/11/2022

Lower split level of house

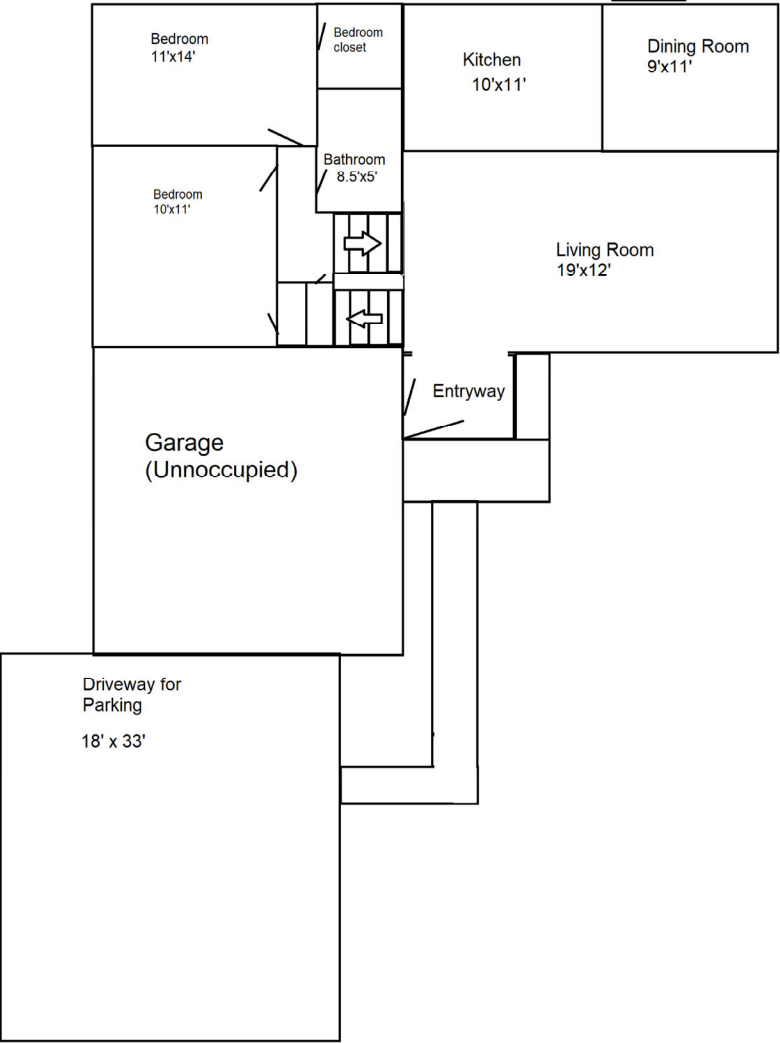
Basement of House



Upper split level of house

Main Level of House

Sliding door to back deck



5703 Red Oak Trail
McFarland, WI 53558

← Red Oak Trail →

VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Monday, May 2, 2022

SECTION: Business

DEPARTMENT: Administration

CONTACT: Cassandra Suettinger, Village Clerk/Treasurer, Andrew Bremer,
Comm & Eco Dev Director, Chris Dennis, Fire/Rescue Chief

AGENDA ITEM: Discussion and recommendation on a tourist rooming house permit
application from Wendy Unke for 5438 Bremer Road.

PREVIOUS ACTION:

None.

ISSUE SUMMARY:

Property owner Wendy Unke has applied for a Tourist Rooming House for her property located at 5438 Bremer Road.

The application is complete and thus, as required by ordinance, has been forwarded on to the Public Safety Committee for review. All property owners within 300 feet were notified of the date and time of the meeting and noticed of their opportunity to provide input on the request. The ordinance provides that if the PSC committee determines that the application meets the requirements of the article, it shall be forwarded to the Village Board for approval.

The Building Inspector and Fire Inspector have completed their inspection of the property(attached).The Building Inspector identified during his inspection non-GFCI outlet protection on the screen porch. He has provided the corrections must be made no later than 05/03/2022.

FINANCIAL/BUDGET IMPACT:

Permitting and Room Tax Revenues

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

[Chapter 11 - Article XI - Tourist Rooming Houses.](#)

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Motion to recommend approval of a issuance of a tourist rooming house permit for Wendy Unke for the property located at 5438 Bremer Road contingent upon correction of the electrical outlets identified by the Building Inspector.



ATTACHMENTS:

1. 5438 Bremer Rd, McFarland, WI 53558 Tourist Rooming House Permit Application
Submission_Redacted
2. Site Plan
3. Floor Plan
4. Parking



Tourist Rooming House Permit Application

Pur uant to Village Ordinance Chapter 11

New or Renewal	New Application
----------------	-----------------

Property Information

Tourist Rooming House Physical Address	5438 Bremer Rd, McFarland, WI 53558
Property Owner Name	Wendy Unke
Property Owner Address	
Property Owner Telephone Number	
Property Owner Email Address	

Resident Agent

A resident agent must be appointed in the following situations:

- The property is not your primary residence and you reside outside a 30 mile radius from the Tourist Rooming House
- You will be absent while the property is rented (An owner is considered absent if the owner cannot be contacted and be present at the Tourist Rooming House within 45 minutes.)

NOTICE: APPLICANT SHALL IMMEDIATELY NOTIFY THE VILLAGE CLERK OF ANY CHANGE IN RESIDENCE OR INFORMATION REGARDING THE RESIDENT AGENT

Will a Resident Agent be appointed?	No
-------------------------------------	----

Application Fees

Application Fee (includes all required inspections) - \$500

Resident Agent Fee - \$50 (if applicable

Total application fees = \$500.00



Facility Information

Provide the square footage of each room

Bedrooms

Select the plus sign to add additional bedrooms.

i. **Bedroom Length**

12

Bedroom Width

14

Bedroom Total Square Footage

168 Square Feet

ii. **Bedroom Length**

10

Bedroom Width

12

Bedroom Total Square Footage

120 Square Feet

iii. **Bedroom Length**

10

Bedroom Width

12

Bedroom Total Square Footage

120 Square Feet

Dining Room

Dining Room Length 10

Dining Room Width 10

Dining Room Total Square Footage

Living Room

Living Room Length12

Living Room Width14

Living Room Total Square Footage

168 Square Feet

Family Room/Den (if applicable)

Family Room/Den Total Square Footage

Number of Full Bathrooms1

Number of 3/4 Bathrooms0

Number of 1/2 Bathrooms1

Number of Parking Stalls3

A 9'X18' i required for every 4 occupant



Nuisance Response Plan

The property owner or resident agent shall be responsible for promptly responding to or causing a prompt response to a nuisance complaint arising out of the occupancy or use of the short-term rental by tenants, their visitors or their guests. A return telephone call to a complainant within 45 minutes of the initial complaint shall be deemed prompt.

Proposed Maximum Number of Overnight Guests6

Number of Off-street Parking Spaces3

Number of Bedrooms Available3

Describe the manner of responding to or causing a response to a nuisance complaint, including but not limited to the manner in which the complainant(s) will be notified of the response and the method of documenting prompt responses and timely corrective action.

A telephone call to the primary adult occupant of the rental within 30 minutes of the initial nuisance complaint by Wendy Unke.
A follow-up visit to the rental, if needed, by Wendy Unke.
We have clear instructions in the rental unit describing the village quiet hours of 10 pm - 7 am.
The listing also lists forfeiture of deposit if they do not comply with the ordinance.

Describe the manner of assuring timely corrective action to remedy the conditions that caused the nuisance complaint. This shall include, at a minimum, a telephone call to the primary adult occupant of the short-term vacation rental within 45 minutes of the initial nuisance complaint.

A telephone call to the primary adult occupant of the rental within 30 minutes of the initial nuisance complaint. A follow-up call if needed. An in-person visit if needed.
All occupants are aware of police and safety issues.



Proof of Liability Insurance

File(s) attached:



COI Bremer Rd 2.pdf



UNKE, THOMAS, 79952883, 2022-01-01, 58.pdf

Liability insurance must be a commercial general liability, or hotel or short-term rental policy that specifically covers liabilities arising from rental of the tourist rooming house for short-term rentals. No less than \$1,000,000 per occurrence.

A copy of Wisconsin Seller's Permit issued through the Wisconsin Department of Revenue

File(s) attached:



sellers permit information.pages

Copy of Wisconsin Seller's Permit is not required for those who will be listing the tourist rooming house **exclusively** through a lodging marketplace. Please contact the Clerk if you have questions on this provision.

A current Tourist Rooming House License issued by Public Health of Madison and Dane County (PHMDC), or other applicable entity, under Wis. Stats. § 97.605, or a copy of the completed application submitted for said license if the license has not been issued.

File(s) attached:



IMG_4465.HEIC



IMG_4292.heic

A copy of a completed Public Health of Madison and Dane County, or other applicable entity, tourist rooming house inspection form dated within one year of the date of issuance must be submitted before a permit can be issued.

File(s) attached:

- IMG_4455.HEIC
- IMG_4456.HEIC

For more information about Tourist Rooming House Licenses from PHMDC, please visit the [PHMDC website](#).

Site Plan

File(s) attached:

- IMG_4291.HEIC

A Site Plan must include location, number of units, number of people in each unit, dimensions of all rooms and common areas, laundry facilities, restroom facilities, and onsite parking dimensions.



To the Village of McFarland, Dane County, State of Wisconsin, that I the undersigned, understand that by applying for this Tourist Rooming House Permit, I am bound to all Village of McFarland Municipal Codes including Chapter 11 and any other codes or regulations that may apply. I also grant that an inspection of this property be conducted by the Village Building Inspector (or designee) and the Village Fire Inspector (or designee) prior to approval of this permit.

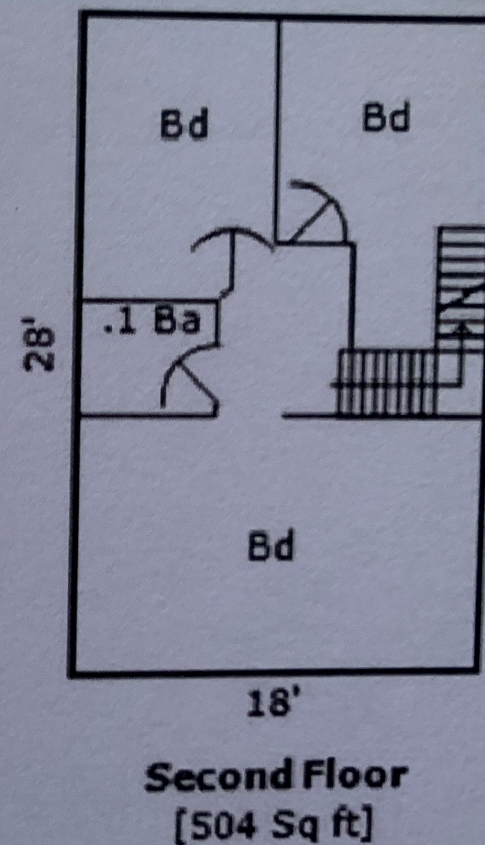
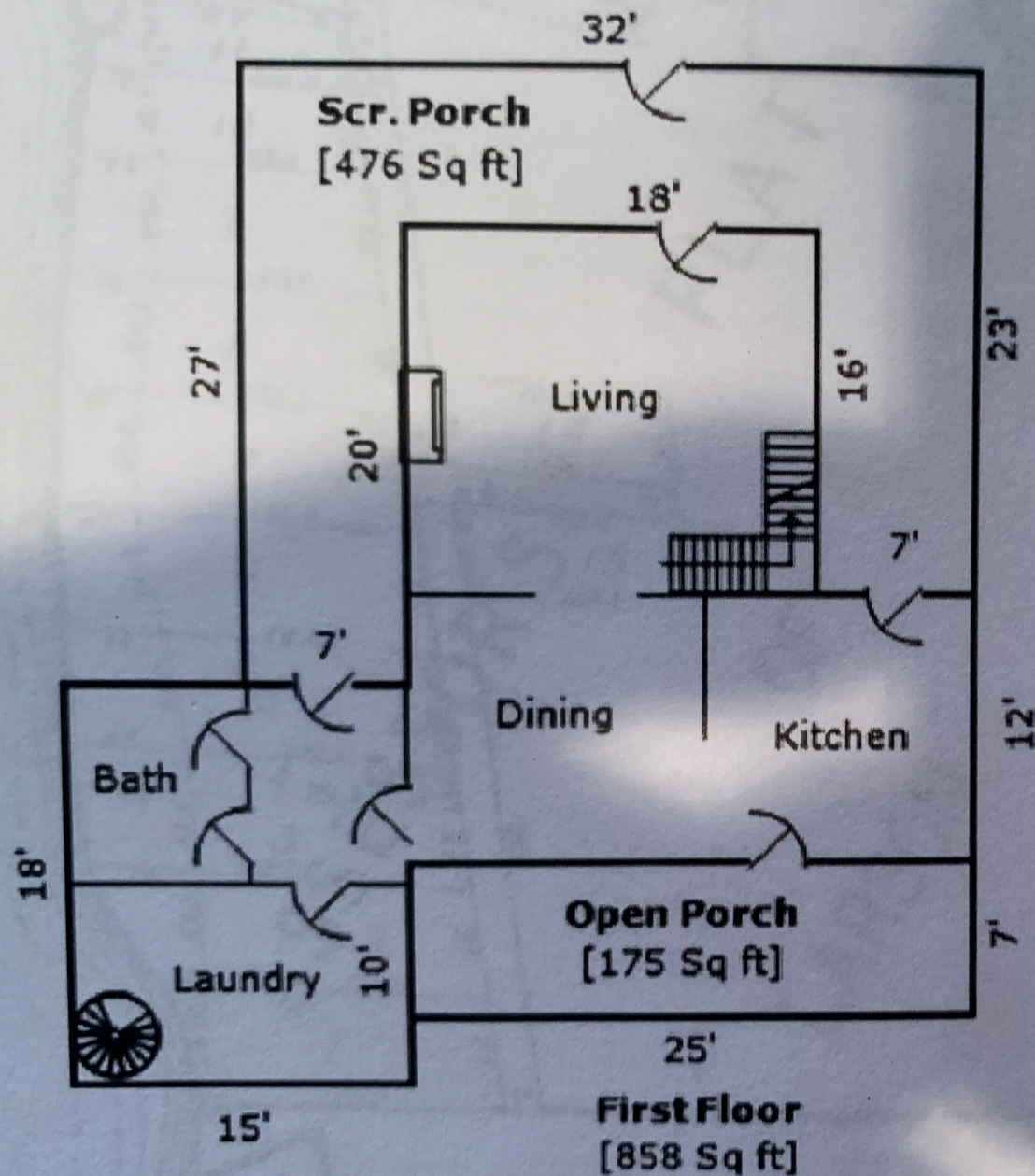
Certification Signature

File(s) attached:

A handwritten signature in black ink, appearing to read "Wendy L. McFarland".

Certification Date

04/12/2022





McFarland
SUMMARY SHEET

MEETING DATE: Monday, May 2, 2022

SECTION: Business

DEPARTMENT: Administration

CONTACT: Cassandra Suettinger, Village Clerk/Treasurer, Aaron Chapin, Police Chief, Chris Dennis, Fire/Rescue Chief, Jim Hessling, Public Works Director

AGENDA ITEM: Discussion and recommendation on an Event Permit for Karben 4 to hold Bands by the Boardwalk Pop-Up Biergarten event in McDaniel Park on Saturdays from June 11, 2022 through September 17, 2022, excluding July 2, 2022, and September 3, 2022, and a request for a variance to allow minors to be present where alcohol is served.

PREVIOUS ACTION:

ISSUE SUMMARY:

In 2021, Karben4 did a Pop-Up Biergarten in McDaniel Park one Saturday of the month in July, August and September. The event featured local music and lawn games for folks of all ages. They have come back with a request to continue the event but with a couple changes. The 2022 event is proposed to be a 12-week series in McDaniel Park every Saturday starting June 11, 2022 and ending September 17, 2022. In addition to last year's event, the McFarland Chamber of Commerce will also be staffing the event to provide food. The Chamber will provide members an opportunity to sign-up and volunteer to facilitate food each week. Attached are recommendations from Police, Fire/EMS, and Public Works regarding the event.

Overall the 2021 event was successful with no complaints reported to the Village.

FINANCIAL/BUDGET IMPACT:

Permitting Revenut

VILLAGE PLAN REFERENCE:

none.

ORDINANCE REFERENCE:

[Chapter 36 - Events Requiring a Permit](#)

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Staff recommends approval of issuance of an event permit for Karben 4 with the conditions provided from staff.



Motion to recommend approval of an event permit for Karben4 to hold the Bands by the Boardwalk Pop-Up Biergarten event in McDaniel Parks on Saturdays from June 11, 2022 through September 17, 2022 and approve the variance to allow minors be present where alcohol is served with the conditions provide by the Police Chief, Fire & Rescue Chief, and Public Works Director.

ATTACHMENTS:

1. Bands by the Boardwalk Event Permit Application Submission_Redacted
2. Biergarten Schedule 2022
3. 20220427 - MFR Bands By the Boardwalk
4. Police Department - Bands By the Boardwalk
5. Public Works - Band by the Boardwalk, McDaniel Park, summer 2022



Event Permit Application

Pursuant to Village Ordinance Chapter 11:

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

Do NOT complete this form unless you have been instructed to do so by the Village Clerk/Treasurer

If you will be holding an event but have not communicated with the Village Clerk/Treasurer, please complete the [Event Permit Determination Request](#).

Fees

Application Fee	\$100.00
-----------------	----------

Application Fee = \$100.00

Applicant Information

Name of Primary Contact (First, Middle Initial, Last) Meena DeFilippis

Phone Number

Address

Email Address



Event Permit Application

Agency / Organization Information (If Applicable)

Agency / Organization Name Karben4 Brewing

Phone Number

Address

Email Address

Event Information

Name of Event Bands by the Boardwalk

Type of Event pop-up biergarten

Location of Event McDaniel Park

Event Date(s) Saturdays 6/11 - 9/17, Skipping July 4th and Labor Day weekend

Event Time(s) 12-6pm

Total Number of Anticipated Attendees 100

Total Number of Attendees Anticipated Being at the Event at One Time 50

Setup Start Time 10am

Tear-Down End Time 8pm



Event Permit Application

Public or Private Event

Open to the Public

Is any part of the event proposed to take place on a Village street?

No

Will there be outdoor amplified sound?	Yes
Please describe.	Music by the lake
Will the event generate excessive noise or amplified sound after 10 pm? All events generating noise after 10 pm require a variance from the Village Board.	No
Will alcohol be consumed?	Yes
Will minors be present where alcohol is served? All events that allow for the presence of minors where alcohol is served require a variance from the Village Board.	Yes, a variance is requested as part of this application
Will alcohol be sold?	Yes

If alcohol will be sold, a temporary alcohol license is required. Please contact the Clerk at 608-838-3153. The forms may also be accessed on our [Licenses and Permits page](#).

Will a Village park be used?	Yes
Please identify the park.	McDaniel Park

Reservations should be made on our [Park Shelter Reservations page](#).

Will the event involve tents or any other activities that will require digging or turf disturbance?	No
Has this event been previously approved in prior years by the Village?	Yes
When? (Month / Year)	Summer 2021
Have any of the event details changed from the prior years?	Yes
Please describe the changes.	Adding amplified music and more dates
Will the event include any mobile food carts?	No
Will the event include any vendors?	Yes

If yes, a Direct Seller Permit may be required for each vendor. Municipal staff will contact you to obtain more information.



Required Attachments

Detailed Event Schedule

File(s) attached



Biergarten Schedule 2022.docx

Insurance - The applicant shall furnish a certificate to the Village demonstrating that applicant has in force and will maintain during the time the Event Permit is in effect public liability insurance of not less than \$1,000,000 per one person, \$2,000,000 per occurrence for personal injury, and \$1,000,000 for property damage naming the Village as an additional insured.

File(s) attached:



COI_McFarland 2022.pdf

Event Details & Security Plan

As part of the application process, you will be required to meet with the McFarland Police Department to discuss details of your event and security requirements. Please provide some dates/times you would be available for a meeting.

Any weekday before 5 30pm

Event Coordinators

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

Identify Event Coordinators (Identify 1 for Every 50 Expected Attendees)

i. **Event Coordinator Name**

Quinn Natzke

Location at Event (ex. Race Start, Supply Tent)

Concession Stand

Time On-Site (ex. 10 am to 2pm)

11am

Cell Phone Number

[REDACTED]

ii. **Event Coordinator Name**

Meena DeFilippis

Location at Event (ex. Race Start, Supply Tent)

Concession Stand

Time On-Site (ex. 10 am to 2pm)

11am

Cell Phone Number

[REDACTED]



Event Permit Application

Detail Security Plan Requirements

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

Detailed Emergency Management Expectations and Requirements

Actions to be taken in the event of a fire, hazardous condition, or similar emergency requiring building or tent evacuation:

- Have an individual call 911, not all facilities that have a fire alarm notify the 911 center. The 911 operator will have several questions but know the Fire and Rescue Department will be notified while questions are being obtained.
- If amplified music is playing, have the music stop and if possible calmly announce the need to evacuate to the nearest exit.
- Individuals will need to be designated in assisting in evacuating individuals to the nearest exit. Keep in mind most individuals will attempt to exit the same way they accessed the area. The exit will most likely not be able to handle the number of individuals exiting and have people near the exits to allow them to exit quickly while ushering individuals to the exit.
- Designate an area of event-goers to an assembly area that is away from the building, fire department vehicle access. We want to allow access for fire trucks and firefighters to address the situation.
- In the event, an individual is unwilling to exit do not put individuals at risk in attempting to remove the individual. Notify the initial arriving first responders.

Actions to be taken in the event of a medical emergency:

- Call 911 to report the incident. The 911 operator will have several questions but know the Fire and Rescue Department will be notified while questions are being obtained.
- Identify individuals that can assist in getting responders from the entrance of the area to the individual that is in need of medical care. Note more than one vehicle will often respond and maybe several depending on the situation. Having adequate staff to remain in locations to direct additional vehicles responding is preferred.



Event Permit Application

Indemnification Agreement

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

Applicant Signature

File(s) attached:

A handwritten signature in black ink, appearing to be "C. M. O.", written over a horizontal line.

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

Certifications

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

Applicant Signature

File(s) attached:

A handwritten signature in black ink, appearing to be 'MNO' or similar, with a long horizontal stroke extending to the right.

Event Schedule:

Proposed Dates: 6/11 – 9/17, skipping July 2nd and September 3rd

10:00am – Arrived on-site and begin set-up.

12:00pm – 6:00pm – Serving customers

6:00 – 7:00pm – Tear down

April 27, 2022

Re: Event Permit Review – Bands by the Boardwalk

I have reviewed the submitted event application by Meena DeFilippis, Karben4 Brewing, LLC. for the Bands by the Boardwalk Event scheduled to occur Saturdays 6/11 - 9/17, Skipping July 4th and Labor Day weekend during 2022, located at McDaniel Park in the Village.

Based on the application provided the event will not be utilizing fencing or other items to restrict the movement of attendees. Additionally, it doesn't indicate any large tents to be utilized. If either element is determined to be used the Fire & Rescue Department will need to review and possibly inspect the elements to ensure adequate fire prevention and egress elements are in place. The Fire & Rescue Department supports the approval of the permit with a condition to require the event organizers to ensure traffic lanes are not blocked or reduced by the event, including staff, vehicles, and equipment. McDaniel Park has limited access, with McDaniel Lane being the only access for emergency vehicles. Additionally, McDaniel Lane serves as the access for the Lower Yahara River Trail Boardwalk.

Sincerely,



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

VILLAGE OF McFarland

Police Department

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

Aaron P. Chapin | Chief of Police

DATE: April 28, 2022

TO: McFarland Public Safety Committee

FROM: Aaron P. Chapin, Chief of Police

REFERENCE: Recommendation of Approval

I have reviewed the special event license application for the Bands by the Boardwalk Event to be held periodically throughout the summer in McDaniel Park. I am recommending approval of the application, as well as the request to allow minors to be present where alcohol is sold with the stipulation that the event coordinators provide proper carding of those purchasing alcohol.

Based on the number of expected attendees and a successful previous season of similar events I am not concerned with needing on-sight security or the need to wristband individuals who are of age due to the fact that the area is not contained, and other individuals could bring alcohol into the park who are not a part of the event. If there are issues in this season, these recommendations will be evaluated for future years.

The organization will be carding at the point of sale to prevent underage persons from purchasing alcohol.

Respectfully,



Aaron P. Chapin
Chief of Police

April 28, 2022

RE: Band by the Boardwalk, McDaniel Park, summer 2022

The Public Works Department has the following conditions for the above referenced event.

- Restroom clean up, supplies and upkeep during the event will be the responsibility of the permittee.
- Any turf damage or holes created by the event shall be repaired by the permittee to the satisfaction of the Public Works Department.
- No vehicles are allowed in the park (grass areas, paths) during the event. All loading and unloading activities must be performed from the service road and not from or on the grass.
- Facility and park to be returned to pre-event conditions before the end of day.
- All refuse outside of supplied containers will be deposited in onsite dumpster.
- Any requests for additional refuse containers and/or picnic tables will be made at least 2 working day prior to event. Please note that we have limited extra tables.

I wish them well with their event.

Regards,



Jim Hessling
Director of Public Works

VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Monday, May 2, 2022

SECTION: Business

DEPARTMENT: Administration

CONTACT: Cassandra Suettinger, Village Clerk/Treasurer, Andrew Bremer, Comm & Eco Dev Director, Chris Dennis, Fire/Rescue Chief, Aaron Chapin, Police Chief

AGENDA ITEM: Discussion and recommendation on a request from the McFarland House Cafe to expand their licensed alcohol premise for an approximately 8,225 square foot outdoor consumption area and the approximately 3,136 sq ft. Lily's Parlor .

PREVIOUS ACTION:

None.

ISSUE SUMMARY:

The McFarland House Cafe has applied to expand their licensed premise for alcohol sales and consumption to include an approximately 8,225 outdoor consumption area and to also license what is currently Lily's ice cream parlour. The main portion of the request is to have an approximately 7,775 square foot outdoor area in the back yard. This area would remain in its current grassy natural state. The McFarland House Cafe intends this to be a family friendly area for patrons, their families and even pets. The entire backyard portion would be enclosed with a fence. An additional 450 of outdoor area is proposed to be licensed in the area between the McFarland House Cafe and Lily's Parlor to allow alcohol service to occur in the cafe, and beverages could be carried to the backyard area and Lily's Parlor.

Attached is the staff review of the proposal.

FINANCIAL/BUDGET IMPACT:

None.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

[Chapter 11 - Article II - 11-64\(n\)](#)

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Staff recommends the item for discussion and recommendation.

ATTACHMENTS:



1. Application
2. Review and Recommendation - McFarland House Cafe - 04.26.2022
3. Mcf House cafe - Site Design Plan - 04.28.2022
4. Wall-Fencing Example - 04.28.2022



Application for an Expansion of Licensed Premise
Pursuant to Village Ordinance Chapter 11

***Any physical change to a licensed premise requires Village board approval.**

No Fee

1. Applicant Information

Name of Individual, Partnership, LLC, or Corporation that holds the current Alcohol Beverage License:

McFarland House Cafe Inc.

DBA:

McFarland House Cafe

Address of establishment:

5923 Exchange Street

City, State and Zip Code:

McFarland WI 53558

Contact Name::

Shawn O'Hearn

Contact Telephone Number:

[REDACTED]

2. Premise information

Current Licensed Premise:

First floor and basement and approx 651 sqft of outdoor space at 5923 Exchange Street

Proposed Licensed Premise:

First floor, basement and tunnel of both buildings located at 5923 Exchange St with and additional outdoor space located behind McFarland House

Gross floor area of the indoor licensed premise within a permanent building:

5906 sqft

Proposed Square Footage of Outdoor Area: * *7775 sqft*

**Outdoor area may not be larger than 50% of the gross floor area of the licensed premise within a permanent building without a variance granted by the Village Board. To request a variance, please see section 8 of the application.*

3. Outdoor Consumption Section

Will the proposed expansion involve an outdoor consumption area:?

☒ - Yes ☐ - No, skip the remainder of section 3 of the application.

Is the proposed outdoor consumption area within 50 feet of the lot line of a parcel zoned, or used for residential purposes?*

☐ - No ☒ - Yes, see section 8 of application to request a variance

**This prohibition shall not apply to an outdoor area where an accessory apartment exists on the same parcel as the licensed premise.*

Will the outdoor area have amplified sound including but not limited to live music, loud speakers, call systems, etc.?

☐ - No ☒ - Yes.

Hours of operation for an outdoor consumption area shall be limited to Sunday through Thursday 11:00 a.m. to 10:00 p.m., and Friday and Saturday 11:00 a.m. to 11:00 p.m. Will the proposed outdoor consumption area meet this standard?

☒ - Yes ☐ - No, see section 8 of application to request a variance

Is the proposed outdoor area directly connected to the indoor licensed premise?

☒ - Yes ☐ - No

If no, please attach a security plan that explains how alcohol will be served, and how alcohol consumption will be monitored. Provide specific details on how you intend to prevent consumption outside of the licensed premise and how you will prevent underage alcohol consumption.

Proper signage

4. Outdoor Sporting Activity Section

Will the proposed expansion involve an outdoor sporting activity area?

☐ - Yes ☒ - No

If yes, you will need an outdoor sporting activity application in addition to this application.

5. Attachments/Requirements

The following must be submitted with your application:

☒ - Site Plan or drawings demonstrating the size, location, surface, and building materials, fencing(if required) (not less than 4 ft in height)..

☒ - Picture of proposed fencing/fencing material. **Only required for expansion of premise with an outdoor consumption area.**

Gideon Wall / Fencing

6. Certification

I certify that the information contained in this application is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Village Code of Ordinances and State Law.

Signature of Applicant:



Date:

4/6/2022

7. Standards for Outdoor Consumption Area

a. The perimeter of any outdoor portion of a licensed premises shall be enclosed by a permanent, secure fence not less than four feet in height. Such fence shall be constructed of wood, plastic or metal and erected and maintained in accordance with all applicable Village Ordinance. If the outdoor portion of a licensed premises is an outdoor sports area, the enclosure may instead be made by temporary netting not less than ten feet high during the applicable sports season. Such netting shall not be installed sooner than 14 days prior to, and shall be removed no later than 14 days after, the season or the period established under Section 11-69(f)(6)c., whichever is shorter. The outdoor area shall comply with all applicable building code requirements including the provision of readily distinguishable means of egress for fire and emergency purposes.

b. Hours of outdoor consumption are restricted to 11:00 a.m. to 10 p.m. Sunday through Thursday, and 11:00 a.m. to 11:00 p.m. on Friday and Saturday.

c. Amplified music, speakers, microphones, televisions and other audio video devices shall be subject to Chapter 20, Article III of the Village Code of Ordinances regarding Noise and section 11-69(f) if applicable. Commercial zoned shall be limited to 70 db at all times. Noise is measured at the property line. Outdoor amplification of noise is not allowed after 10 p.m.

d. A conspicuous notice shall be posted at each fire exit stating: "No Beer, Liquor or Wine May Be Carried in an Open Container Beyond this Point."

e. No bar/counter service shall be permitted in outdoor areas, however, wait staff may serve in the outdoor area.

f. Except for outdoor sports activities permitted under Section 11-69, the outdoor area shall not be used for any activities other than service and consumption of food and/or drink. Smoking may be permitted in accordance with applicable State and local regulations.

g. The outdoor area shall be accessible to the disabled, and the license holder shall at all times comply with all applicable federal, state and village laws, ordinances and regulation concerning accessibility.

h. Containers for refuse disposal and regular cleanup shall be placed inside of the outdoor area.

i. If the outdoor area is used for outdoor sports activities as permitted under Section 11-69 and persons under the age of 21 are allowed to be present on the licensed premises, all persons 21 years of age or older who intend to consume alcohol beverages in the outdoor area, shall be issued a wristband that is bright in color which shall be issued only upon showing valid identification proving the person is 21 years of age or older.

j. The outdoor area shall not have an undue adverse impact upon nearby property, the character of the neighborhood, traffic conditions, parking or other matter affecting the public health, safety, welfare, or convenience.

8. Variance – ONLY COMPLETE SECTION IF YOU ARE REQUESTING A VARIANCE FROM THE MINIMUM STANDARDS IN SECTION 7.

- The above noted standards in section 7 shall be the minimum conditions of all outdoor licensed areas unless the Village Board makes a specific finding that the condition is not necessary to protect the public health, safety or welfare.

Please identify any variances requested from the minimum standards that you would like considered by the Village Board.
I am requesting a variance from the following standard(s):

1. Outdoor areas are prohibited within 50 feet of the lot line of a parcel zoned, or lawfully used for residential purposes.

Proposed distance from residential lot line: N/A

Explanation as to why the variance is needed/requested and why it will not cause a nuisance or concern for public health, safety and welfare:

2. The hours during which consumption may be permitted are 11:00 a.m. to 10:00 p.m. Sunday through Thursday, and Saturday and Sunday from 11:00 a.m. to 11:00 p.m.

Proposed Hours of Outdoor consumption area: 11:00am - 10:00pm Daily

Explanation as to why the variance is needed/requested and why it will not cause a nuisance or concern for public health, safety and welfare:

N/A

3. The perimeter of any outdoor portion of a licensed premise shall be enclosed by a permanent, secure fence not less than four feet in height. Such fence shall be constructed of wood, plastic, or metal and erected and maintained in accordance with all Village Ordinances.

Proposed fence height and materials: Gabion Fence/Wall Metal + Stone w entrance
Similar picket fence of wood on west end
Explanation as to why the variance is needed/requested and why it will not cause a nuisance or concern for public health, safety and welfare:

No Variance

4. Amplified music, speakers, microphones, televisions, and other audio/video devices shall be subject to Chapter 20 regarding noise, which shall limit noise on all commercial properties to 70db, and no noise allowed between the hours of 10 p.m. and 7:00 a.m.

Variance requested: N/A

Explanation as to why the variance is needed/requested and why it will not cause a nuisance or concern for public health, safety and welfare:

5. The size of the outdoor area shall be not larger than 50 percent of the gross floor area of the licensed premise within a permanent building.

Proposed size of outdoor area: 7775 Percentage of gross floor area: 131%

Explanation as to why the variance is needed/requested and why it will not cause a nuisance or concern for public health, safety and welfare:

I intend to keep it a green space for pet lovers and live music.

Guests will have a "picnic" feel to the space. Some live music will
require significant space as the "bands" may have over a dozen players.

the space will remain very family friendly and provide an area for
the community to gather. I would encourage anyone to look at places
like: The Mill House - Paoli, Twisted Grounds - Madison, Beaky's Run -
New Glarus.

**BIRRENKOTT
SURVEYING, INC.**

P.O. Box 237
1677 N. Bristol Street
Sun Prairie, WI. 53590
Phone (608) 837-7463
Fax (608) 837-1081

PLAT OF SURVEY

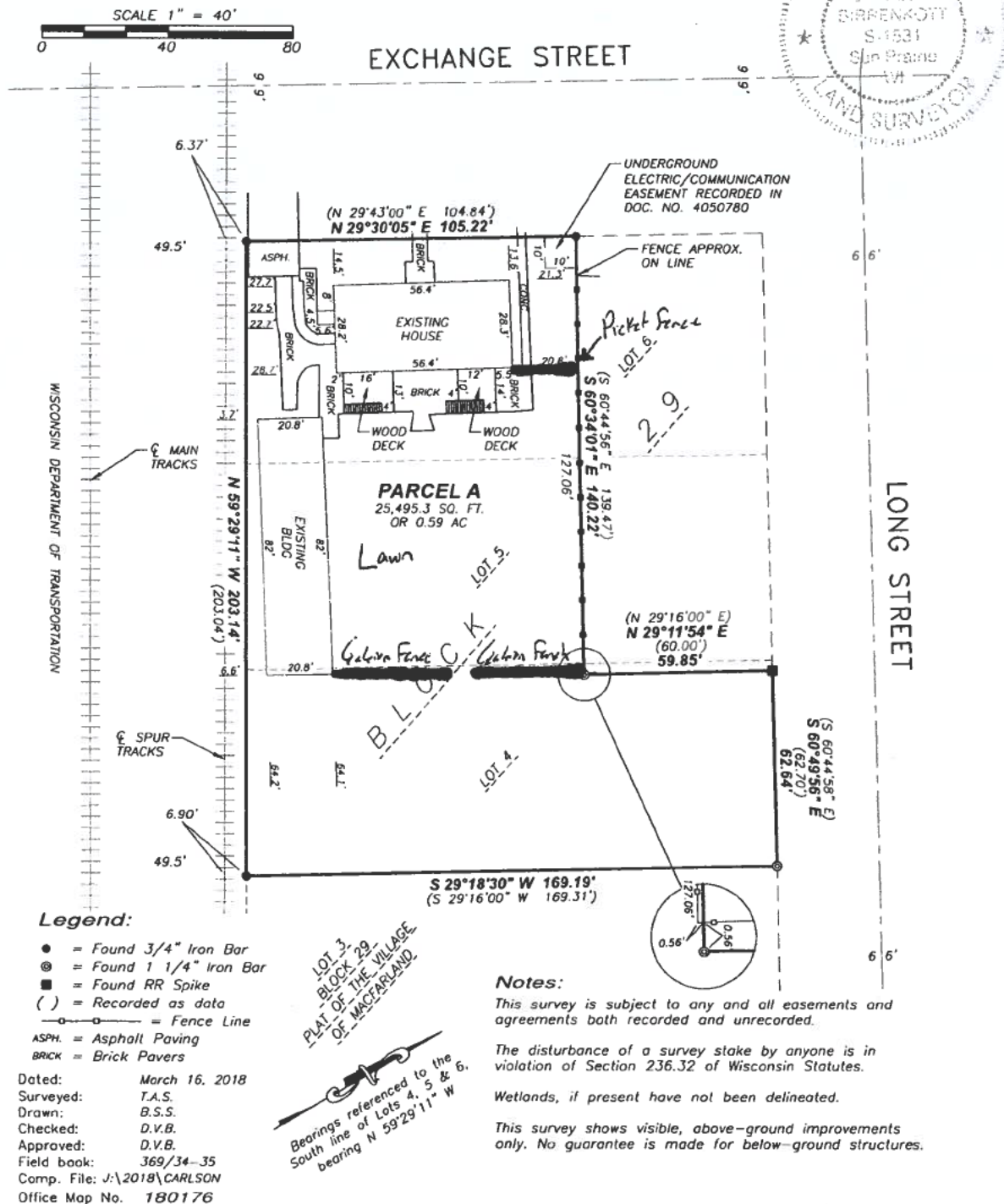
SURVEYOR'S CERTIFICATE:

I, Daniel V. Birrenkott, hereby certify that this survey is in compliance with the Wisconsin Administrative Code, Chapter A-E7. I also certify that I have surveyed and mapped the lands described hereon and that the map is a correct representation in accordance with the information provided and is correct to the best of my knowledge and belief.

Description of Record:

Lots Four (4), Five (5) and Six (6), Block Twenty-nine (29), Village of McFarland, in the Village of McFarland, except that part of said Lots 4, 5 and 6, described as follows: Beginning at the North corner of said Lot 6; thence Southwest along the Northwest line of said lot 60 feet; thence Southeast parallel to the Northeast line of Block 29, 139 feet; thence Northeast to said Northeast line at a point 139 feet Southeast from the point of beginning; thence Northwest to the point of beginning.

Daniel V. Birrenkott
Wisconsin Professional Land Surveyor No. S-1531.



MEMORANDUM

To: Public Safety Committee and Village Board

From: Cassandra Suettinger, Village Clerk/Treasurer, Andrew Bremer, Community & Economic Development Director, Aaron Chapin, Police Chief, Chris Dennis, Fire & Rescue Chief.

Date: April 28, 2022

RE: Expansion of Premise for McFarland House Café, 5923 Exchange St.

Background: The current licensed premise for the McFarland House Café is the first floor, basement and approximately 651 square foot outdoor consumption area located in the front of the McFarland House Café.

Proposal: McFarland House Café is proposing to revise their premise to include the following:

- Lily's Café – This would include the full 3136 square foot indoor portion of Lily's Parlor. Alcohol would not be served in Lily's Parlor, but patrons could purchase it in the main house of the café and consume it in the parlor.
- Backyard – This would include an approximately 7,775 square foot consumption area in the back yard of the Café. The Café would fence the area but keep the backyard in its current natural state of being a grassy area.
- Front area to the east of the Café – Because alcohol will be served in the main house and taken to the outdoor consumption area and Lily's Parlor additional area of approximately 450 ft. needs to be licensed.

Review: Village Ordinance 11-64(n) outlines the conditions and requirements for a premise and outdoor consumption areas within the Village. Below is a review of the proposal and its compliance with the required conditions.

Any application for a new license, the renewal of an existing license or a change in the description of licensed premises which seeks to include an outdoor area within the licensed premises' description shall require notice to each person owning property within 500 feet of the proposed licensed premises. The applicant shall prepay the cost of sending such notice before the notices are sent. The notice shall include a copy of the application and the date, time and location of any public hearings or other public meetings at which the application is scheduled to be considered.

A notice was sent to all property owners within 500 feet of the propose licensed premise notifying them of the dates and times of the Public Safety and Village Board meetings along with a copy of the proposed site plan.

The application shall be accompanied by detailed plans or drawings demonstrating the size, location, surface and building materials, and use of the outdoor area, including fencing and signage, and any other information necessary to determine compliance with this Subsection. The outdoor consumption application, along with associated plans and drawings, shall be

reviewed for a recommendation by the Public Safety Committee and a final decision made by the Village Board.

Attached are the detailed plans outlining all the required items for the review and recommendation of the Public Safety Committee. Additionally the packet contains a picture of the proposed Gabion Fencing/Wall material.

3. In addition to any specific conditions imposed under Subsections (2) and (3), the following shall be minimum conditions of all licenses with respect to outdoor areas unless the Village Board makes a specific finding that the condition is not necessary to protect the public health, safety or welfare:

a. Restricting the hours during which alcohol consumption may be permitted within the outdoor area;

No restrictions recommended.

b. Requiring additional parking beyond the minimum required by the Zoning Code;

The subject property is zoned C-C Commercial Central. Per Sec. 62-172(j) of the Zoning Code, off-street parking requirements are advisory only in the C-C District. Therefore, there is no requirement to provide additional off-street parking spaces to accommodate the seasonal use of the outdoor consumption area and none recommended by the Community & Economic Development Director.

c. Regulation of lighting and screening;

No additional outdoor lighting is proposed as part of the request. The outdoor consumption area is screened on the south and west by existing buildings, on the north by an existing fence (McFarland Tavern) and on the east by the proposed Gabion Wall. A small amount of wood picket fence is proposed between the Café House and the adjacent McFarland Tavern to enclose this portion of the rear yard.

Because the consumption area is out of the view of the operators, the Police Chief has provided video surveillance be installed for the entire consumption area.

d. Any conditions recommended by the Public Safety Committee;

To be determined as part of the discussion in the meeting.

e. Any conditions imposed by the Plan Commission as part of its required site plan review under [Section 62-310](#) of this Code

Other than the proposed fencing, there are no changes to the existing site to add or modify permanent structures, parking areas/vehicular access, site utilities, site grading, or other similar improvements necessitating Plan Commission approval of a site/design review permit. However, the property is a local and National Historic property, and the proposed fencing requires approval of a Certificate of Appropriateness from the Village's Landmarks Commission.

Recommend as a condition of approval, Applicant to obtain a Certificate of Appropriateness from the Village Landmarks Commission.

4. In addition to any specific conditions imposed under Subsections (2) and (3), the following shall be minimum conditions of all licenses with respect to outdoor areas unless the Village Board makes a specific finding that the condition is not necessary to protect the public health, safety or welfare:

a. Outdoor areas are prohibited within 50 feet of the lot line of a parcel zoned, or lawfully used for residential purposes. This prohibition shall not apply to prohibit an outdoor area where an accessory apartment exists on the same parcel as the licensed premises.

Compliant. The outdoor patio area is not within 50 feet of the lot line of a parcel zoned for residential purposes.

b. The hours during which alcohol consumption may be permitted within the outdoor area is restricted to 11:00 a.m. to 10:00 p.m. Sunday through Thursday; and 11:00 a.m. to 11:00 p.m. on Friday and Saturday.

Compliant. Applicant intends serve from 11:00 a.m. to 9:00 p.m. daily.

c. The perimeter of any outdoor portion of a licensed premises shall be enclosed by a permanent, secure fence not less than four feet in height. Such fence shall be constructed of wood, plastic, or metal and erected and maintained in accordance with all applicable Village ordinances. If the outdoor portion of a licensed premises is an outdoor sports area, the enclosure may instead be made by temporary netting not less than ten feet high during the applicable sports season. Such netting shall not be installed sooner than 14 days prior to, and shall be removed no later than 14 days after, the season or the period established under Section 11-69(f)(6)c., whichever is shorter. The outdoor area shall comply with all applicable building code requirements including the provision of readily distinguishable means of egress for fire and emergency purposes.

Variance Requested from requirement to fence entire outdoor consumption area.

*****Note – The Ordinance provides the standards outlined in the code be minimum conditions of all outdoor licensed areas unless the Village Board makes a specific finding that the condition is not necessary to protect the public health, safety or welfare.***

Applicant is proposing to fence the outdoor consumption area with Gabion Walls between 4 and 5 feet high. Attached is a picture of the fencing material. The walls would be galvanized steel garden fence filled with a material likely gravel or stones. The ordinance requires that the permit of the outdoor consumption area be enclosed in a permanent, secure fence not less than four feet in height. The proposed material would fit the ordinance; however, the applicant is requesting a

variance from the standard that the entire area be enclosed. The Café has requested a variance to leave the area south of the Café, and between Lily's Parlor open.

Staff Review:

Community Development - The property is a local and National Historic property, and the proposed fencing requires approval of a Certificate of Appropriateness from the Village's Landmarks Commission. Note, Sec. 8-369(a)(2) of the Building Code, provides acceptable fence materials for nonresidential districts includes wood, plastic, stone, brick, wrought iron, and chain-link. The Landmarks Commission will determine whether the proposed fence materials meet the conditions for approval of a Certificate of Appropriateness under Sec. 62-395 of the Zoning Code. Recommend as a condition of approval, Applicant to obtain a Certificate of Appropriateness from the Village Landmarks Commission.

Police Department - Police Chief Chapin has reviewed the request for the variance and recommended approval. The area proposed for a variance is within site of operators who will be able to supervise the area at all times. Due to this, variance does not appear to create a threat to public health, safety or welfare.

d. Amplified music, speakers, microphones, televisions or other audio or video devices shall be subject to Chapter 20, Article III of the Village Code of Ordinances regarding Noise and Section 11-69(f) if applicable.

Compliant.

e. The outdoor area shall not have an undue adverse impact upon nearby property, the character of the neighborhood, traffic conditions, parking or other matter affecting the public health, safety, welfare, or convenience.

No concerns reported.

f. The size of the outdoor area may not be larger than 50 percent of the gross floor area of the licensed premises within a permanent building. Interior building capacity shall not be increased as a result of the addition of the outdoor area. The playing area of any outdoor sports area permitted under Section 11-69 shall not be included for purposes of determining compliance with this subparagraph so long as the playing area is not permitted to be occupied by persons not participating in the sporting activity for which the playing area is designed.

Variance Requested – **Note – The Ordinance provides the standards outlined in the code be minimum conditions of all outdoor licensed areas unless the Village Board makes a specific finding that the condition is not necessary to protect the public health, safety or welfare.

The total gross floor area of the licensed premises within a permanent building is 5,857.60 square feet. The standard of the ordinance provides that the outdoor consumption area be no larger than 50 percent of the total indoor area of the licensed premise. This would allow the McFarland House Café 2,928.8 square feet of outdoor consumption. The Café already has an

approximately 651 square foot area leaving them with approximately 2,277.80 of available outdoor consumption area within the current ordinance. The applicant is requesting to have 8,900 square feet of outdoor consumption between the already existing area, and the additional area provided with this request. This would require a variance from the ordinance to allow for an additional approximately 6,602 square feet of outdoor space for consumption. This is 162% of the indoor licensed premise.

The applicant has noted he intends to keep the green space for pet lovers and live music. He noted the area is intended to be family friendly and provide a place for the community to gather. He provided examples where this model has been successful in other communities including the Mill House in Paoli, Twisted Grounds in Madison, and Bailey's Run in New Glarus. He noted that due to the area, size of the backyard, the variance requested would not pose a threat to public health, safety or welfare.

g. A conspicuous notice shall be posted at each fire exit stating: "No Beer, Liquor or Wine May Be Carried in an Open Container Beyond this Point."

Compliant. In addition, staff recommends entrances to the second-floor apartments be clearly signed in this manner as well.

h. No bar/counter service shall be permitted in outdoor areas, however, wait staff may serve in the outdoor area.

Complaint. Applicant intends to serve only from the main building of the McFarland House Café.

i Except for outdoor sports activities permitted under Section 11-69, the outdoor area shall not be used for any activities other than service and consumption of food and/or drink. Smoking may be permitted in accordance with applicable State and local regulations.

Compliant.

j. The outdoor area shall be accessible to the disabled, and the license holder shall at all times comply with all applicable federal, state and village laws, ordinances and regulation concerning accessibility.

Compliant.

k. Containers for refuse disposal and regular cleanup shall be placed inside of the outdoor area.

Compliant.

l. If the outdoor area is used for outdoor sports activities as permitted under Section 11-69 and persons under the age of 21 are allowed to be present on the licensed premises, all persons 21 years of age or older who intend to consume alcohol beverages in the outdoor area, shall be issued a wristband that is bright in color which shall be issued only upon showing valid identification proving the person is 21 years of age or older.

No Outdoor Area requested.

The Village Board may impose conditions specific to any outdoor areas of the licensed premises as deemed necessary to prevent undue adverse impacts on neighboring property, the character of the surrounding neighborhood, traffic conditions, parking or any other matter to protect the public health, safety, welfare or convenience, including, but not limited to:

- a. Restricting the hours during which alcohol consumption may be permitted within the outdoor area;
- b. Requiring additional parking beyond the minimum required by the Zoning Code;
- c. Regulation of lighting and screening;
- d. Any conditions recommended by the Public Safety Committee;
- e. Any conditions imposed by the Plan Commission as part of its required site plan review under Section 62-310 of this Code.

If recommended for approval, staff recommends the following conditions be required as part of approval along with any other conditions provided from the Committee:

- 1. Installation of security cameras to monitor the entire consumption area.
- 2. Certificate of appropriation be issued by the landmarks Committee.
- 3. The final approved occupant load must be posted per the International Fire Code (IFC) 1004.3.

www.quamenengineering.com

Box 1000, Suite A - McFarland, Wisconsin
(608) 838-7750; Fax (608) 838-7752

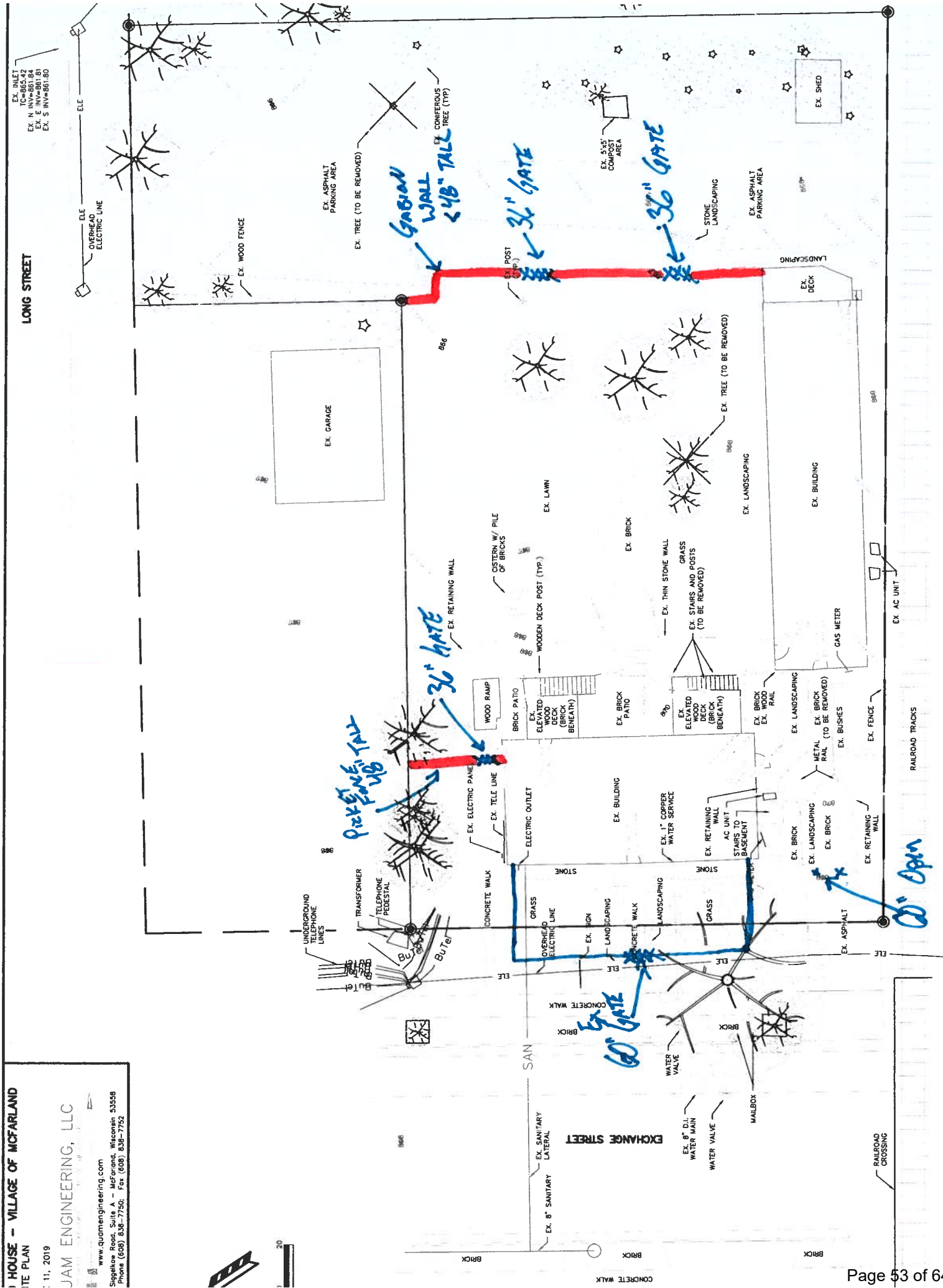
WHITE PLAN

: 11, 2019

www.quamenengineering.com

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

Box 1000, Suite A - McFarland, Wisconsin
(608) 838-7750; Fax (608) 838-7752



Hello

Select your address

Tools & Home Improvement ▾

Hello, Sign in

Account & Lists ▾

Returns

& Orders

0

All

Best Sellers

Amazon Basics

Customer Service

New Releases

Prime ▾

Today's Deals

Music

Amazon Home

Books

Registry

Fashion

Tools & Home Improvement

Best Sellers

Deals & Savings

Gift Ideas

Power & Hand Tools

Lighting & Ceiling Fans

Kitchen & Bath Fixtures

Smart Home

Shop by Room





NeuType Decorative Privacy Screen Outdoor Divider with Stand, Featuring Precise Laser Cut,Metal...

77

\$234.17 ✓prime

Patio, Lawn & Garden › Outdoor Décor › Decorative Fences

Sponsored



vidaXL vidaXL Gabion Wall
with Covers Galvanized
Steel Garden Fence Wall
Multi Sizes

[Visit the vidaXL Store](#)

\$592⁹⁹

& FREE Returns

Pay \$32.94/month for 18 months, interest-free upon approval for the Amazon Rewards Visa Card

Size:

236.2" x 11.8" x 59.1"

Color: Silver

Material: Galvanized steel

Dimensions: 7.87" x 7.87" x 39.4" / 19.7" x 7.87" x 39.4" / 31.5" x 7.87" x 39.4" / 39.4" x 7.87" x 39.4" / 39.4" x 7.87" x 59" / 236" x 19.7" x 19.7" / 236.2" x 19.7" x 59.1" / 236" x 11.8" x 19.7" / 236" x 11.8" x 39.4" / 236" x 11.8" x 59" / 236" x 11.8" x 78.7" / 354" x 19.7" x 19.7" / 354" x 19.7" x 39.4" / 354" x 19.7" x 59" / 118" x 19.7" x 19.7" / 118" x 19.7" x 39.4" / 118" x 19.7" x 59" / 118" x 19.7" x 78.7" (L x W x H)

- Mesh size: 3.94" x 1.97" / 3.94" x 1.97" / 3.94" x 3.94" (L x W)
- Wire diameter: 0.14"

Roll over image to zoom in



\$592⁹⁹

& FREE Returns

FREE delivery May 5 - 9. [Details](#)

Select delivery location

In Stock.

Qty: 1

Add to Cart

Buy Now

Secure transaction

Ships from vidaXL-com

Sold by vidaXL-com

Return policy: [Eligible for Return, Refund or Replacement within 30 days of receipt](#)

Add a Protection Plan:

- ☐ 3-Year Protection for \$60.99
- ☐ 2-Year Protection for \$44.99

Add to List

New (2) from
\$592.99 & FREE Shipping

Other Sellers on Amazon

\$618.49

& FREE Shipping

Sold by: BisonOffice

Yescom 54"x108" Outdoor Privacy Curtain Panel Tab
Top UV30+ Patio Lanai Pergola 8 Piece
\$119.90

Sell on Amazon

Sponsored

Buy it with



+



+



Total price: \$711.74

Add all three to Cart

These items are shipped from and sold by different sellers. [Show details](#)

- ✓ **This item:** vidaXL vidaXL Gabion Wall with Covers Galvanized Steel Garden Fence Wall Multi Sizes \$592.99
- ✓ Plow & Hearth 52127 Weather-Resistant Straight Hardwood Pathway, 8' \$74.95



Furinno®
Fits Space, Fits Budget

Furinno
outdoor
furniture
is
your summer
essential

Furinno FG181034 Tioman Floor...

39
\$44.70 ✓prime

Sponsored

**VILLAGE OF
McFarland
SUMMARY SHEET**

MEETING DATE: Monday, May 2, 2022

SECTION: Business

DEPARTMENT: Fire/EMS

CONTACT: Chris Dennis, Fire/Rescue Chief

AGENDA ITEM: Discussion and recommendation to the Village Board on a Clinical Affiliation Agreement with Madison Area Technical College.

PREVIOUS ACTION:

ISSUE SUMMARY:

The Fire & Rescue Department has worked with Madison Area Technical College for several years to act as a clinical site for training new EMTs and Advanced EMTs. Our agreement has recently expired with the college, and the action would be to reestablish the agreement for the coming years. The agreement benefits the college by providing real-world training for its students. The Village benefits our members by obtaining their field training with McFarland and for new members to begin to learn how we operate. The agreement has been reviewed by the Village's legal counsel.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

1. Affiliation Agmt. for EMS 2022

CLINICAL AFFILIATION AGREEMENT EMS PROGRAM

This Agreement is made effective this _____ day of _____, 20____ ("Effective Date") by and between the MADISON AREA TECHNICAL COLLEGE, INC. a technical college established under Chapter 38, Wisconsin Statutes ("COLLEGE"), and _____, ("Clinical Education Setting").

WITNESSETH

WHEREAS, COLLEGE administers educational curricula for an Emergency Medical Services Program ("Program"),and seeks to provide, as part of the Program curricula, supervised clinical experiences for COLLEGE students enrolled in the Program ("Students"); and

WHEREAS, the Clinical Education Setting serves patients in various health services through the provision of medical or other services consistent with the Program, and seeks to train future health care practitioners by providing Students with supervised clinical experiences at the Clinical Education Setting sites, consistent with the educational objectives of Students and COLLEGE; and

WHEREAS, COLLEGE and the Clinical Education Setting have determined that each may best accomplish its objectives by mutual assistance, and seek to describe their affiliation in this Agreement;

NOW THEREFORE, in consideration for the mutual promises contained herein, COLLEGE and the Clinical Education Setting agree as follows:

AGREEMENT

1. COLLEGE RIGHTS AND RESPONSIBILITIES. In addition to its rights and responsibilities described elsewhere in this Agreement, COLLEGE shall have the following rights and responsibilities:

1.1 Preparation of Students for Clinical Placement. COLLEGE shall ensure, through qualified faculty, that each Student assigned to the Clinical Education Setting is adequately prepared to benefit from such assignment. A Student's preparedness shall be measured by: (i) academic performance indicating an ability to understand what Student will observe and/or perform during the clinical placement; and (ii) appreciation of the nature and seriousness of the work Student will observe and/or perform.

1.2 Assigning Students to the Clinical Education Setting. After receiving from the Clinical Education Setting the number of placements available for Students, COLLEGE shall select Students to be assigned to the Clinical Education Setting. COLLEGE shall notify the Clinical Education Setting of the Students assigned to the Clinical Education Setting, and each Student's availability for participation in clinical experiences.

1.3 Educational Coordinator. COLLEGE shall appoint a faculty member to serve as Educational Coordinator for the Program, and shall communicate his or her name, title and telephone number to the Clinical Education Setting. The Educational Coordinator shall be responsible for overall management of the Students' educational experience.

1.4 Professional Liability Insurance. COLLEGE shall provide to each Student assigned to the Clinical Education Setting professional liability insurance pursuant to Section 8.1 of this Agreement. This coverage shall be provided at no cost to the Clinical Education Setting.

1.5 Accreditation and Licensure. COLLEGE shall maintain, at all times during the term of this Agreement: (i) accreditation as an educational institution; (ii) all licensures and approvals from the State of Wisconsin necessary to the Program; and (iii) full and unrestricted accreditation of the Program from the accrediting organization specified by the College. COLLEGE shall promptly notify the Clinical Education Setting of any change in its accreditation or licensure status.

1.6 Background Investigative Disclosure. If required, responsibility for background investigative disclosure, pursuant to the Wisconsin Caregiver Background Check Law, all Students who are assigned to the Clinical Education Setting shall have had a background check performed under the direction of COLLEGE in accordance with applicable Wisconsin Caregiver Background Check Law. The background check shall include obtaining, as applicable, information from the Department of Justice, the Department of License and Regulation, the Department of Health and Family Services and from out-of-state agencies if the Student has lived outside of Wisconsin within the past three years. If the Student has a criminal record, it will be evaluated by COLLEGE to determine if the individual is barred from performing duties at the Clinical Education Setting. Prior to placement of the Student, COLLEGE will notify the Clinical Education Setting in writing of any crime of which Student has been convicted so that the Clinical Education Setting may make a determination as to whether the conviction(s) is substantially related to the duties the Student would be performing. The Clinical Education Setting may refuse placement of any Student the Clinical Education Setting believes could put its patients, employees and/or visitors at risk. COLLEGE hereby agrees to notify the Clinical Education Setting when COLLEGE becomes aware that any Student on site at the Clinical Education Setting is charged with or convicted of any crime or is investigated by any governmental agency. Both COLLEGE and the Clinical Education Setting understand that the Student has an ongoing duty to report to COLLEGE should there be any change from the initial background check.

2. CLINICAL EDUCATION SETTING RIGHTS AND RESPONSIBILITIES. In addition to its rights and responsibilities described elsewhere in this Agreement, the Clinical Education Setting shall have the following rights and responsibilities:

2.1 Number of Placements. The Clinical Education Setting shall have sole discretion to determine its capacity to accept Students for clinical placement under this Agreement, whether such capacity is described in terms of the number of Students on-site at any one time, the number of hours of clinical supervision that the Clinical Education Setting can provide over a period of time, or other such description of capacity. The Clinical Education Setting shall communicate such capacity to COLLEGE before Students may be assigned to the Clinical Education Setting.

2.2 Site Coordinator. The Clinical Education Setting shall appoint an employee to serve as a coordinator at the site for each Program (for purposes of this Agreement, the "Site Coordinator"), and shall communicate his or her name, title and telephone number to COLLEGE. The Site Coordinator shall be responsible for overall management of the experience at the Clinical Education Setting.

2.3 Orientation. The Clinical Education Setting shall provide COLLEGE faculty and Students with a comprehensive orientation to the Clinical Education Setting, including all applicable policies and procedures and expectations of the Clinical Education Setting, and a tour of the physical plant. Such orientation shall include a comprehensive orientation to the Clinical Education Setting's emergency and safety protocols and policies and other orientation activities as may be mutually agreed to by COLLEGE and Clinical Education Setting.

2.4 Qualified Supervision. Clinical Education Setting shall assure that a qualified practitioner supervises each Student. A practitioner shall be qualified if he or she: (i) maintains licensure or certification as appropriate for the particular Program; (ii) possesses adequate experience; (iii) demonstrates competence in the area of practice; and (iv) demonstrates interest and ability in teaching. The student to practitioner ratio shall not exceed that ratio specified by the accreditation agencies and authorities). Responsibility for qualified supervision shall be as follows: Clinical Education Setting practitioner assigned to the Program will be responsible for provision, coordination and supervision of the clinical instruction, and the experience to be provided by Clinical Education Setting to the Students enrolled in the Program. Clinical Education Setting practitioner will be licensed by the State of Wisconsin in good professional standing with at least one (1) year of experience or such higher number of years' experience as requested by accreditation agencies, and have such other qualifications and experience as agreed to by COLLEGE'S and Clinical Education Setting, or as required for Program accreditation by accrediting agencies and authorities

2.5 Student Access to the Clinical Education Setting and Patients. The Clinical Education Setting shall permit access by Students to any and all areas of the Clinical Education Setting as reasonably required to support Students' clinical development and as permitted under applicable law. These areas shall include, without limitation, patient care units, laboratories, ancillary departments, health science libraries, cafeteria and parking facilities.

2.6 Accreditation, Licensure and Eligibility. The Clinical Education Setting shall maintain, at all times during the term of this Agreement all qualifications necessary to provide services under this Agreement, including: (i) full and unrestricted accreditation, as appropriate; (ii) all necessary licensures, certifications and approvals from the State of Wisconsin or other authority; and (iii) if applicable, eligibility for participation in the Medicare and Medicaid programs. The Clinical Education Setting shall immediately notify COLLEGE of any change in the Clinical Education Setting's qualifications, accreditation, licensure or eligibility status.

2.7 Clinical Component Requirements. The clinical component offered by COLLEGE shall in all respects be implemented and administered by the Clinical Education Setting in a manner that meets the requirements of any agency that accredits, licenses, certifies or otherwise oversees the Program, other authorities identified by COLLEGE, and all applicable laws.

2.8 Inspections. The Clinical Education Setting shall, upon reasonable request, permit inspection of its premises by COLLEGE.

2.9 Final Authority. The Clinical Education Setting retains final authority for all aspects of operations at and management of the Clinical Education Setting.

3. JOINT RIGHTS AND RESPONSIBILITIES. In addition to their rights and responsibilities described elsewhere in this Agreement, COLLEGE and the Clinical Education Setting shall have the following rights and responsibilities.

3.1 Supervision and Evaluation of Students. COLLEGE and the Clinical Education Setting shall, in good faith, work cooperatively to assure adequate supervision and evaluation of Students while Students are on-site at the Clinical Education Setting. Both parties shall reinforce with Students: (i) the seriousness of the service being performed at the Clinical Education Setting, including the Students' impact upon patients' wellbeing; (ii) the importance of abiding by the Clinical Education Setting rules and regulations; and (iii) the confidentiality of patient identities and health information. COLLEGE shall, if the Clinical Education Setting so desires, assure prompt feedback to the Clinical Education Setting regarding Students' evaluation of their clinical experience at the Clinical Education Setting. The Clinical Education Setting shall assure prompt feedback to COLLEGE regarding Students' performance at the Clinical Education Setting and provide any additional feedback as requested, if any.

3.2 Review and Evaluation of Affiliation. COLLEGE and the Clinical Education Setting agree to review and evaluate any and all aspects of their affiliation at periodic intervals, and to work cooperatively to establish and maintain clinical experiences that meet their respective objectives. This Agreement may be amended or modified, pursuant to Section 6 below, to reflect changes in the parties' relationship.

3.3 Nondiscrimination. COLLEGE and the Experience Setting shall comply with the Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act and all laws protecting the rights of the disabled. Both parties will not discriminate against any faculty member, student, employee or applicant for employment or admission into a Program, on the basis of race, color, age, gender, national origin, disability or marital status.

4. STUDENT RIGHTS AND RESPONSIBILITIES. COLLEGE and the Clinical Education Setting shall instruct Students regarding Students' rights and responsibilities while onsite at the Clinical Education Setting. These rights and responsibilities shall include the following:

4.1 Conduct. Student shall, at all times while on the Clinical Education Setting premises, conduct himself or herself in a professional manner and shall refrain from loud, boisterous, offensive or otherwise inappropriate conduct. Student shall refrain from the improper use of alcohol or other drugs, and shall not carry any firearms or other weapons while on the Clinical Education Setting premises. Student shall abide by all policies, rules and regulations established by the Clinical Education Setting and COLLEGE. Failure to abide by these policies, rules and regulations may result in the student's removal from the Clinical Education Setting.

4.2 Timeliness. Student shall report to the Clinical Education Setting at the assigned place and time. Student shall immediately inform the Clinical Education Setting and COLLEGE of Student's inability to report to the Clinical Education Setting as assigned.

4.3 Uniform and Identification. Student shall wear the uniform or other clothing as agreed upon by the COLLEGE and the Clinical Education Setting. Student shall display proper identification as directed by the Clinical Education Setting. Student's appearance shall be, at all times, neat and clean.

4.4 Insurance. Student shall maintain comprehensive health and medical insurance or student health insurance as required under Section 8.3 of this Agreement.

4.5 Personal Expenses. While at the Clinical Education Setting, Student shall be responsible for Student's personal expenses such as meals, travel, medical care and incidentals.

4.6 Evaluation of Clinical Experience. Student shall, upon request of COLLEGE, or the Clinical Education Setting, provide a candid written evaluation of the clinical experience at the Clinical Education Setting including, without limitation, preparation for the on-site experience, orientation to the Clinical Education Setting and experience and supervision at the Clinical Education Setting.

4.7 CPR. COLLEGE shall assure that Student has received, before reporting to the Clinical Education Setting, appropriate CPR training as required by the Clinical Education Setting and/or COLLEGE.

5. STUDENT HEALTH POLICIES

5.1 Emergency Medical Services. If Student is injured or becomes ill while at the Clinical Education Setting, the Clinical Education Setting shall provide emergent or urgent medical care, as appropriate, consistent with the Clinical Education Setting's capability and policies. The Clinical Education Setting shall promptly notify COLLEGE that Student has been injured or has become ill. Student shall bear full financial responsibility for charges associated with said treatment.

5.2 Immunizations. COLLEGE shall assure that Student has received, before reporting to the Clinical Education Setting, appropriate immunizations and vaccines, or, in the alternative, has completed the appropriate declination of immunization form, notice of which is provided to the Clinical Education Setting.

5.3 OSHA Policies. Clinical Education Setting shall instruct Students regarding precautions and other procedures to protect Students, patients and the Clinical Education Setting personnel from blood borne and other pathogens.

6. TERM AND TERMINATION

6.1 Initial and Renewal Term. Subject to Section 6.2 below, this Agreement shall be effective as of the date set forth above ("Effective Date") and shall continue for an initial term of one year. Thereafter, this Agreement shall automatically renew and continue in full force and effect for any and all periods during which any Student in a Program is placed at and accepted by the Clinical Education Setting. Notwithstanding the foregoing, either party may choose not to renew this Agreement at the end of the then-current Program by providing the other with not less than one hundred twenty (120) days' advance written notice of its intent not to renew prior to the end of then-current Program. In the event that either party's non-renewal of this Agreement disrupts the clinical experience of any Student(s) in a Program, the Agreement shall remain in full force and effect until such time as this Agreement may expire without disruption of said Student(s)' clinical experience. Upon notice of non-renewal by either party, no new Student may be placed at the Clinical Education Setting.

6.2 Termination. Notwithstanding Section 6.1 above, this Agreement may be terminated as follows.

A. By Mutual Agreement. COLLEGE and the Clinical Education Setting may terminate this Agreement at any time, and on any terms, to which they agree in writing, though the parties shall attempt, in good faith and using their best effort, to effectuate the termination to coincide with a normal academic or Program break.

B. For Cause. In the event COLLEGE or the Clinical Education Setting fails in any substantial manner to perform as required herein, this Agreement may be terminated as described below:

(1) Either party may terminate this Agreement at any time, upon material breach of any of its provisions by the other party; provided, however, if such breach is curable, that not less than thirty (30) days prior to termination, written notice shall be given by the non-breaching party to the breaching party that states the intention of the non-breaching party to terminate this Agreement, the nature of the material breach giving rise to termination, and shall permit the breaching party reasonable opportunity to cure such material breach to the reasonable satisfaction of the non-breaching party during said thirty (30) day period.

(2) If the material breach is not resolved to the reasonable satisfaction of the non-breaching party during the thirty (30) day period as provided in B. (1) above, the non-breaching party shall immediately give the breaching party written notice of termination of the Agreement.

(3) In the event that termination of the Agreement by the Clinical Education Setting pursuant to this Section 6.2 (B) disrupts the clinical experience of any Student(s) in a Program, the parties shall attempt, in good faith and using their commercially reasonable best efforts, to continue Students' clinical experiences and this Agreement shall remain in full force and effect until such time as this Agreement may expire without disruption of said Students' clinical experience. During any time period in which notice of termination has been given and existing Students are completing the Program, no new Student may be placed at the Clinical Education Setting.

C. Immediate Termination. COLLEGE may immediately terminate this Agreement if the Clinical Education Setting fails to maintain full and unrestricted accreditation, licensure and, if applicable, eligibility as required under Section 2.6 of this Agreement. The Clinical Education Setting may terminate this Agreement immediately upon written notice to COLLEGE if COLLEGE fails to maintain full and unrestricted accreditation and licensure as required under Section 1.5 of this Agreement.

6.3 Effect of Termination. Upon termination of this Agreement, no party shall have any further obligation hereunder except for obligations accruing under the terms of this Agreement prior to the date of termination.

6.4 Amendments and Modifications. This Agreement may be changed at any time with the written approval of the parties. Such amendments or modifications will be written, signed by the parties and made a part of this Agreement.

7. INDEMNIFICATION AND LIABILITY

7.1 COLLEGE. COLLEGE shall indemnify, defend and hold harmless the Clinical Education Setting, its governing board, officers, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by COLLEGE or any of its employees. Unless the Student is being provided remuneration by the Clinical Education Setting, COLLEGE shall indemnify the Clinical Education Setting for any negligent acts or omissions by any Student that may arise during the course and scope of the clinical experience. COLLEGE shall not indemnify the Clinical Education Setting for any willful acts or failures to act by any Student that may arise out of this Agreement.

7.2 The Clinical Education Setting. The Clinical Education Setting shall indemnify, defend and hold harmless COLLEGE, its governing board, officers, faculty, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by the Clinical Education Setting or any of its employees, agents, medical residents or members of its medical staff that may occur during or that may arise out of this Agreement.

7.3 Costs. In the event each party is found to be at fault, then each shall bear its own costs and attorney fees and its proportionate share of any judgment or settlement based on its percentage of fault, as determined by a procedure established by the parties.

7.4 Survival. This Section 7 shall continue beyond the expiration, non-renewal or termination of this Agreement.

8. INSURANCE.

8.1 COLLEGE. COLLEGE shall maintain, at no cost to the Clinical Education Setting, general and professional liability insurance covering COLLEGE as an entity and each of its employees and agents against general and professional liability claims, in the minimum amount of one million dollars (\$1,000,000) per occurrence. Evidence of such insurance shall be provided to the Clinical Education Setting upon request.

8.2 The Clinical Education Setting. The Clinical Education Setting shall maintain, at no cost to COLLEGE, general and professional liability insurance covering the Clinical Education Setting as an entity and each of its physician-employees, nonphysician-employees, medical residents and agents against professional liability claims, in the minimum amount of one million dollars (\$1,000,000) per occurrence. Clinical Education Setting agrees to list COLLEGE as an additional insured on all policies required to be maintained under this Section 8.2 and to promptly provide COLLEGE with evidence of such insurance upon request.

8.3 Students. Students shall maintain, at no cost to COLLEGE or the Clinical Education Setting (unless either such party consents to such cost), comprehensive health and medical insurance or student health insurance. Evidence of such insurance shall be provided to COLLEGE and Clinical Education Setting upon request.

8.4 Remuneration. If the Clinical Education Setting is providing remuneration of any kind to the Student, the Clinical Education Setting, and not the COLLEGE, shall be responsible for any insurance and/or liability claims made against the Student while at the Clinical Education Setting.

9. DISPUTE RESOLUTION. Any dispute arising under or in any way related to this Agreement that is not resolved by agreement of COLLEGE and Clinical Education Setting may be submitted by either party to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The parties agree that such arbitration shall result in a final and binding award in the State of Wisconsin, and may be judicially enforced. Each party shall bear its own arbitration costs and expenses, unless otherwise determined by the arbitrator.

10. NOTICES AND COMMUNICATION.

10.1 Notices. All notices under this Agreement shall be given in writing and shall be deemed to have been properly given when delivered:

If to COLLEGE:

Madison Area Technical College

1701 Wright Street

Madison, WI 53704

If to the Clinical Education Setting:

or at other such addresses as a party from time to time may designate by written notice to the other party.

10.2 Other Communications. Communications, other than notices as described in Section 10.1 above, whether written or oral, shall be directed to the appropriate COLLEGE Dean, Educational Coordinator or Site Coordinator.

11. NON-EXCLUSIVE. The parties agree that COLLEGE shall be free to enter into similar agreements with other facilities, and that the Clinical Education Setting shall be free to enter into similar agreements with other educational institutions.

12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the Laws of the State of Wisconsin.

13. INVALID PROVISION. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

14. ASSIGNMENT. No assignment by a party of this Agreement or its rights and responsibilities hereunder shall be valid without the specific written consent of the other party.

15. RELATIONSHIP OF PARTIES. COLLEGE and the Clinical Education Setting, including their respective agents and employees, shall be, at all times, independent contractors of the other. Nothing in this Agreement is intended or shall be construed to create a joint venture relationship, a partnership, a lease, or a landlord/tenant relationship. Should any governmental agency question or challenge the independent contractor status of COLLEGE, the Clinical Education Setting or their employees, both COLLEGE and the Clinical Education Setting, upon receipt by either of them of notice, shall promptly notify the other party and afford the other party the opportunity to participate in any government agency discussion or negotiations, irrespective of how such discussions are initiated.

16. CONFIDENTIALITY OF RECORDS

16.1 Student Records. COLLEGE and the Clinical Education Setting acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA") and that, generally, student permission must be obtained before releasing specific student data to anyone other than COLLEGE. COLLEGE agrees to provide the Clinical Education Setting with guidance with respect to compliance with FERPA.

16.2 Patient Health Care Records. COLLEGE and the Clinical Education Setting acknowledge that patient health information is protected under Wisconsin law (e.g., Wis. Stat. §§ 146.82, 51.30 and 252.15) and the Health Insurance Portability and Accountability Act ("HIPAA") and its accompanying regulations. The Clinical Education Setting agrees to provide Students and COLLEGE with guidance with respect to compliance with these statutes and regulations.

17. NON-DISCRIMINATION. COLLEGE and the Clinical Education Setting shall not unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability or national origin, and shall comply with applicable anti-discriminatory laws and policies promulgated by COLLEGE.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and contains all the agreements between the parties with respect to the subject hereof. This Agreement supersedes any and all other agreements, in writing or oral, between the parties hereto with respect to the subject matter thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COLLEGE:

By: _____

Its: _____

Date: _____

CLINICAL EDUCATION SETTING:

By: _____

Its: _____

Date: _____