VILLAGE OF MCFARLAND

Village Board

NOTICE OF PUBLIC MEETING

Tuesday, October 25, 2022 **7:00 PM** **McFarland Municipal Center**
Community Room

AGENDA

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

PLEASE CLICK THE LINK BELOW TO JOIN THE ZOOM WEBINAR:
https://us02web.zoom.us/j/81990024846
Or by Telephone: +1 (312) 626-6799
Webinar ID: 819 9002 4846
Press *9 to raise/lower hand. Press *6 to mute/unmute.

1. CALL TO ORDER.

2. ROLL CALL.

3. PUBLIC ANNOUNCEMENTS, COMMUNICATIONS, AND PROCLAMATIONS.
   a. November Election Update - In-person absentee voting & Election Day items of note.

4. CONSENT AGENDA.
   a. All items listed under the Consent Agenda will be approved in one motion unless a Board member requests that the item be removed for individual discussion and action. Any item(s) removed for individual consideration shall be considered in the same order in which they were originally listed on the agenda under Business.
      1) Motion to approve the minutes of the October 6, 2022 Special Village Board meeting.
      2) Motion to approve the minutes of the October 11, 2022 Village Board meeting.
      3) Motion to approve the minutes of the October 13, 2022 Special Village Board meeting.
      4) Motion to approve checks in the amount of $1,746,355.58.

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

6. PUBLIC HEARINGS.

a. On the proposed budget for the year 2023 and establishing the 2022 payable in 2023 property tax levy for the Village of McFarland.

7. BUSINESS.

a. Community Development Authority (Trustees Brassington & Jerke)

1) Discussion and action regarding Amendment 1 to the Development Agreement, McFarland House Cafe, Inc., and O'Hearn Ventures LLC.

2) Discussion and action regarding Amendment 1 to the Atwater LLC Development Agreement

3) Discussion and action regarding amendments to the Village's Tax Increment Financing Development Incentives Policy Manual and Application.

b. Parks and Recreation Committee (Trustees Jerke & Nelson)
Sustainability and Natural Resources (Trustees Flaherty & Wreh)

1) Discussion and action regarding McDaniel Park water access and quality improvements.

c. Discussion and action regarding Resolution #2022-28: a resolution ratifying and approving a purchase agreement for property located at 5802 Main Street, 5804 Main Street, and 5307 Hough Street, Tax Increment District #4.

d. Discussion and action to accept a proposal for a communications audit.

e. Presentation and discussion to introduce the 2023-2032 Staffing Plan.

8. SCHEDULE NEXT MEETING DATE.

a. October 27, 2022 at 6:00 p.m. (Budget Meeting #5) - Special Village Board Meeting

b. November 3, 2022 at 6:00 p.m. - (Budget Meeting #6) - Special Village Board Meeting

c. November 10, 2022 at 7:00 p.m. - Village Board Meeting- MOVED DUE TO THE TUESDAY ELECTION

d. November 22, 2022 at 7:00 p.m. - Village Board Meeting

9. ADJOURNMENT.

Any person who has a qualifying disability as defined by the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format should contact the McFarland Municipal Center at (608)838-3153, 5915 Milwaukee Street, McFarland, Wisconsin, or village.clerk@mcfarland.wi.us by 2:00 p.m. at least 5 business days prior to the meeting so that any necessary arrangements can be made to accommodate each request. If the meeting or request is less than 5 business days from the meeting, requests for accommodations may still be made and reasonable efforts will be made to accommodate each request.

ELECTION CORNER

NOVEMBER ELECTION VOTING INFORMATION

PUT ME ON YOUR FRIDGE!

The Village encourages you to ***make a plan*** & ***make it count*** for the November 8, 2022 Election

Make a Plan

The Village encourages you to make a plan ahead of time to vote in the November 8th election. On the backside of this insert is a calendar that includes regular and extended hours for absentee voting and hours on election day!

Make it Count

Review all the information included in this insert regarding registration, deadlines, and requirements for making sure your ballot will be counted.

VISIT MYVOTE.WI.GOV TO HELP MAKE YOUR PLAN AND MAKE IT COUNT!

What should my plan include?

Registration

Know that you are registered to vote

Go to **myvote.wi.gov** and click 'My Voter Info' to see your current registration status. You can also update your registration through MyVote with a couple clicks!

Location

Know where you are voting

- Click 'Find my Polling Place' to find your polling place on Election Day.
- Click 'Vote Absentee In Person' to find in-person absentee voting locations and hours.

Time

Know when you are voting

- **By Mail** – Ballots will begin being mailed September 22nd, and requests will be accepted through November 4th at 5 p.m. All ballots must be returned no later than November 8th at 8 p.m. via USPS or directly in the Clerk's Office.
- **In-Person** – Tuesday, October 25th through Saturday, November 5th. See calendar on backside for full hours.
- **Election Day** – Tuesday, November 8th from 7 a.m. to 8 p.m.

Need help? Have questions?

Call the Clerk's Office and they will be happy to assist with any voter-related needs!

608-838-3153

What do I need to do to make sure my absentee ballot by mail is counted?

1. Your ballot ***must*** contain three parts to be counted **signature of the voter**, **signature of the witness**, **address of the witness**. Take your time, make sure you get all three parts!
2. You can return your absentee ballot in a number of ways. Each voter needs to return their **own** ballot.*
   a. **By Mail** – Use the self-addressed, stamped, envelope that comes with the ballot and mail it back using USPS. Make sure to allow enough time for it to be received back.
   b. **Clerk's Office** – Return it in person to the Clerk's office during office hours (see reverse for times).
   c. **Election Day** – Return it in person on November 8, 2022 by 8 p.m.

   *Any voter who requires assistance returning their ballot to the Clerk due to a disability is permitted to receive assistance by a person of the voter's choice except the voter's employer or and agent thereof or an agent of the voter's union.

How do I know my absentee ballot has been received & it will be counted?

Track your ballot by visiting myvote.wi.gov/TrackMyBallot! There, it will tell you from request to return, where your ballot is in the process. When your ballot says 'Completed absentee ballot received,' you know the Clerk's Office has your ballot, and it will be counted.

MY ABSENTEE STATUS

Absentee request submitted	Absentee request approved	Preparing your absentee ballot	Absentee ballot sent	Anticipated ballot delivery	Completed absentee ballot received!

MyVote WISCONSIN

Note: If the system is showing a USPS delivery date that has been more than 5 days, contact the Clerk's Office at village.clerk@mcfarland.wi.us or 608-838-3153 to report a lost ballot and request a new one.

IN-PERSON ABSENTEE VOTING

Extended office hours so you can vote on your own time!

OCTOBER 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
			19 Last day to submit registration online or by mail	20	21	22
23	24	25 In-Person Absentee Voting 6AM to 6PM	26 In-Person Absentee Voting 8AM to 4:30PM	27 In-Person Absentee Voting 6AM to 6PM	28 In-Person Absentee Voting 8AM to 4:30PM	29 In-Person Absentee Voting 9AM to Noon
30	31 In-Person Absentee Voting 8AM to 4:30PM	NOV 1 In-Person Absentee Voting 6AM to 6PM	2 In-Person Absentee Voting 8AM to 4:30PM	3 In-Person Absentee Voting 6AM to 6PM	4 In-Person Absentee Voting 8AM to 5PM - Last Day to Register in the Clerk's Office - Cutoff at 5PM to request an absentee ballot by mail	5 In-Person Absentee Voting 9AM to Noon Last Day for in-person absentee voting

NOVEMBER 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
6	7	8 **ELECTION DAY** Polls Open 7AM to 8PM - All absentee ballots must be received by 8PM	9	10	11	12

Electors hospitalized within 7 days of Election Day, or jurors sequestered on Election Day, should contact the Clerk's Office directly for additional information on deadlines. 608-838-3153.

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: Tuesday, October 25, 2022

SECTION: Consent Agenda

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

VILLAGE OF MCFARLAND

Village Board Minutes

Thursday, October 6, 2022 - 6:00 PM

1. CALL TO ORDER.

Village President Clow called the special meeting of the McFarland Village Board to order at 6:00 pm in the Community Room of the McFarland Municipal Center.

2. ROLL CALL.

Village Board members present: Village Trustee Stephanie Brassington, Village President Carolyn Clow, Village Trustee Michael Flaherty, Village Trustee Carrie Nelson, Village Trustee Edward Wreh, Village Trustee Hilary Brandt

Village Board members not present: Village Trustee TJ Jerke

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

3. PUBLIC APPEARANCES.

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

None.

4. BUSINESS.

a. *Discussion and review of the 2023 Budget including the following sections:*

1) *Changes since the last distribution.*

Village Administrator Schuenke provided an overview of the changes since the last distribution of the budget.

2) *General Fund (100).*

Department Heads presented an overview of their respective department budgets.

3) *Communications and Technology Fund (200).*

Communications & Technology Director Stephanie Miller provided an overview of the proposed budget for the 200 Communications and Technology Fund.

4) *Library Fund (205).*

Library Director Heidi Cox presented an overview of the 2023 proposed Library Fund budget.

5) *Debt Service Fund (300).*
   Review of the Debt Service fund will be postponed to the next Village budget meeting.
6) *Solid Waste Fund (610).*
   Review of the Solid Waste fund will be postponed to the next Village budget meeting.
7) *Retiree Fund (700).*
   Review of the Retiree fund will be postponed to the next Village budget meeting.
8) *Canine Fund (800).*
   Review of the Canine fund will be postponed to the next Village budget meeting.
9) *Review schedule for future meetings.*
   Village Administrator Schuenke provided an over of the review schedule for future budget meetings.

b. ***7:00 pm*** *- Discussion and Municipal Center Campus Design Workshop - SEH Inc. will conduct a design workshop with Village Department Heads and Village Board to discuss conceptual changes to the McFarland Municipal Center and surrounding public areas to help guide the planning process.*
   The Board recessed from 7:30 p.m. to 7: 46 p.m. to set up for the Municipal Center Campus Design Workshop.

   SEH conducted the Municipal Center Campus Design Workshop with the Village Board and Department Heads. SEH will bring back a concept based on feedback received from the workshop.

5. SCHEDULE NEXT MEETING DATE.

a. *October 11, 2022 at 7:00 p.m. - Village Board Meeting*

b. *October 13, 2022 at 6:00 p.m. (Budget Meeting #3) - Special Village Board Meeting*

c. *October 25, 2022 at 7:00 p.m. - Village Board Meeting*

d. *October 27, 2022 at 6:00 p.m. (Budget Meeting #6) - Special Village Board Meeting*

6. ADJOURNMENT.

Motion by Village Trustee Edward Wreh, second by Village Trustee Michael Flaherty, to adjourn at 9:03 p.m.

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

Respectfully submitted,
Cassandra Suettinger
Deputy Administrator/Clerk

VILLAGE OF MCFARLAND

Village Board Minutes

Tuesday, October 11, 2022 - 7:00 PM

1. **CALL TO ORDER.**

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

2. **ROLL CALL.**

   Village Board members present: Village Trustee Stephanie Brassington, Village President Carolyn Clow, Village Trustee TJ Jerke, Village Trustee Carrie Nelson, Village Trustee Edward Wreh, Village Trustee Hilary Brandt

   Village Board members not present: Village Trustee Michael Flaherty

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

3. **PUBLIC ANNOUNCEMENTS, COMMUNICATIONS, AND PROCLAMATIONS.**

   None.

4. **CONSENT AGENDA.**

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

   1) *Motion to approve the minutes of the September 27, 2022 meeting.*

   2) *Motion to approve checks in the amount of $1,508,356.43.*

   Motion by Village President Carolyn Clow, second by Village Trustee TJ Jerke, to approve the consent agenda as presented. Motion carries 6 - 0 - 0 by acclamation.

5. **PUBLIC APPEARANCES.**

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

   Garrett Friedel, East Linden Parkway, spoke in support of the Village's pickle ball courts. Garrett also spoke in support of moving renovations to the skate park forward.

6. BUSINESS.

a. *Presentation by the McFarland Youth Center regarding prior year's operations.*

Shawn Miller, President of the McFarland Youth Center, provided the annual report on operations and acitivies of the last year. Additionally, he submitted a budget request for the Village Board to consider as it creates its 2023 Budget.

b. *Update on progress on the construction of the Public Safety Center.*

Jordan Schulz, owner rep. for the Public Safety Center, provided an update on the Public Safety Center construction. He noted the project was progressing quite well and the building was starting to take shape.

c. *Discussion and action regarding proposed Change Order #06 for the Public Safety Center to address changes to the door locking hardware.*

Motion by Village President Carolyn Clow, second by Village Trustee Edward Wreh, to approve Change Order #06 for the Public Safety Center to address changes to the door locking hardware in the amount of $102,888. Motion carries 6 - 0 - 0 by acclamation.

d. *Parks and Recreation Committee (Trustees Jerke & Nelson)*

1) *Discussion and action regarding the plan for the reconstruction of the Skate Park at William McFarland Park.*

Motion by Village Trustee TJ Jerke, second by Village Trustee Carrie Nelson, to accept the plan for the reconstruction of the Skate Park at William McFarland Park. Motion carries 6 - 0 - 0 by acclamation.

e. *Personnel Committee (Trustees Nelson, Jerke, & Wreh)*

1) *Discussion on amendment of Chapter 5, Position Classification and Administration, of the Personnel Policy Manual.*

The Board discussed revisions to Chapter 5 regarding Position Classification and Administration, within the Personnel Policy Manual and approved of the policy as submitted.

2) *Discussion on amendment of Chapter 7, previously titled Changes in Employee Status, now proposed as Transfer, Demotion, and Reductions of the Personnel Policy Manual.*

The Board discussed revisions to Chapter 7 regarding Transfer, Demotions and Reductions within the Personnel Policy Manual and approved of the policy as submitted.

3) *Discussion on amendment of Chapter 9, Employee Performance Evaluations, of the Personnel Policy Manual.*

4) *Discussion on amendment of Chapter 25, previously Worker's Compensation & Worker's Compensation Light duty, now proposed as Chapter 25, Worker's Compensation and Worker's Compensation Alternative Duty Policy.*

The Board discussed revisions to Chapter 25, previously Worker's Compensation & Worker's Compensation Light duty, now proposed as Chapter 25, Worker's Compensation and Worker's Compensation Alternative Duty Policy and approved, of the policy as submitted.

5) *Discussion on amendment of Chapter 36, previously Light Duty Policy for Non-Worker's Compensation Related Illness/Injury, now proposed as Chapter 36, Alternative Duty Policy for Non-Worker's Compensation Related Illness/Injury.*

The Board discussed revisions to Chapter 36, previously Light Duty Policy for Non-Worker's Compensation Related Illness/Injury, now proposed as Chapter 36, Alternative Duty Policy for Non-Worker's Compensation Related Illness/Injury and approved, of the policy as submitted.

f. *Public Works & Utilities Committee (Trustee Brandt & President Clow)*

1) *Discussion and action on an award of contract for Brush and Yard Waste Services.*

Motion by Village Trustee Hilary Brandt, second by Village President Carolyn Clow, to award a contract for Brush and Yard Waste Services to Seasonal Solutions of Windsor for a one-year term, with two optional one-year extensions. Motion carries 6 - 0 - 0 by acclamation.

g. *Discussion and review of the 2023 Budget including the following sections:*

1) *General Fund (100).*

Department Heads presented their respective proposed 2023 budgets.

2) *Youth Center Fund (210).*

Village Administrator Schuenke presented and reviewed the proposed Youth Center Fund (210) budget for 2023.

3) *Retiree Fund (700).*

Deputy Administrator/Clerk Suettinger presented and reviewed the proposed 2023 budget for the Retiree Fund (700).

4) *Canine Fund (800).*

Police Chief Chapin presented and reviewed the proposed 2023 budget for the Canine Fund (800).

7. SCHEDULE NEXT MEETING DATE.

a. *October 25, 2022 at 7:00 p.m. - Village Board Meeting*

b. *October 27, 2022 at 6:00 p.m. (Budget Meeting #5) - Special Village Board Meeting*

c. *November 3, 2022 at 6:00 p.m. - (Budget Meeting #6) - Special Village Board Meeting*

d. *November 10, 2022 at 7:00 p.m. - Village Board Meeting- MOVED DUE TO THE TUESDAY ELECTION*

8. ADJOURNMENT.

Motion by Village Trustee Edward Wreh, second by Village Trustee Stephanie Brassington, to adjourn at 9:22 p.m.

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

Respectfully submitted,
Cassandra Suettinger
Deputy Administrator/Clerk

VILLAGE OF MCFARLAND

Village Board Minutes

Thursday, October 13, 2022 - 6:00 PM

1. **CALL TO ORDER.**

   Village President Clow called the special meeting of the McFarland Village Board to order at 6:00 pm in the Community Room of the McFarland Municipal Center.

2. **ROLL CALL.**

   Village Board members present: Village Trustee Hilary Brandt, Village Trustee Stephanie Brassington, Village President Carolyn Clow, Village Trustee TJ Jerke, Village Trustee Carrie Nelson, Village Trustee Edward Wreh

   Village Board members not present: Village Trustee Michael Flaherty

   Staff Present: Administrator Matt Schuenke, Deputy Administrator/Clerk Cassandra Suettinger, Community and Economic Development Director Andrew Bremer, Public Works Director Jim Hessling, Assistant to the Public Works Director Aimee Irwin, Fire/EMS Director Chris Dennis, and Communications & Technology Director Stephanie Miller.

3. **PUBLIC APPEARANCES.**

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

      None.

4. **BUSINESS.**

   a. *Discussion and review of the 2023 Budget including the following sections:*

   1) *Changes since the last distribution*

      Village Administrator Schuenke provided an update on changes since the last distribution of the budget.

   2) *Debt Service Fund (300).*

      Village Administrator Scheunke presented and reviewed the proposed 2023 budget for the Debt Service Fund (300).

   3) *Tax Increment District #3 Fund (305).*

      Community & Economic Development Director Andrew Bremer presented and reviewed the proposed 2023 budget for the Tax Increment District #3 Fund (305).

4) Tax Increment District #4 Fund (310).

Community & Economic Development Director Andrew Bremer presented and reviewed the proposed 2023 budget for the Tax Increment District #4 Fund (310).

5) Tax Increment District #5 Fund (315).

Community & Economic Development Director Andrew Bremer presented and reviewed the proposed 2023 budget for the Tax Increment District #5 Fund (315).

6) Capital Projects Fund (400).

Village Administrator Schuenke presented and reviewed the proposed 2023 budget for the Capital Projects Fund (400). He noted what is presented is what was discussed at great length by the Board and approved in the 2023 Capital Improvement Plan.

7) Parks Fund (405).

Village Administrator Schuenke presented and reviewed the proposed 2023 budget for the Parks Fund (405).

8) Utility Fund (600).

Assistant to the Public Works Director Aimee Irwin presented and reviewed the proposed 2023 budget for the Utility Fund (600).

9) Storm Water Fund (605).

Assistant to the Public Works Director Aimee Irwin presented and reviewed the proposed 2023 budget for the Storm Water Fund (605).

10) Solid Waste Fund (610).

Assistant to the Public Works Director Aimee Irwin presented and reviewed the proposed 2023 budget for the Solid Waste Fund (610).

11) Review schedule for future meetings.

Village Administrator Schuenke reviewed the remaining schedule of review for the 2023 Budget.

5. SCHEDULE NEXT MEETING DATE.

a. October 25, 2022 at 7:00 p.m. - Village Board Meeting

b. October 27, 2022 at 6:00 p.m. (Budget Meeting #6) - Special Village Board Meeting

c. November 3, 2022 at 6:00 p.m. - (Budget Meeting #6) - Special Village Board Meeting

d. November 10, 2022 at 7:00 p.m. - Village Board Meeting- MOVED DUE TO THE TUESDAY ELECTION

6. ADJOURNMENT.

Motion by Village Trustee Carrie Nelson, second by Village Trustee Stephanie Brassington, to adjourn at 7:06 p.m.

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

Respectfully submitted,
Cassandra Suettinger
Deputy Administrator/Clerk

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
30	ALLIANT ENERGY/WP&L	101122	MUNICIPAL CENTER	1	10/11/2022	3,166.06	.00	3,166.06	10/14/2022
		101122	LIBRARY	2	10/11/2022	2,670.16	.00	2,670.16	10/14/2022
		101122	WELL #4	3	10/11/2022	1,711.92	.00	1,711.92	10/14/2022
		101122	SOCCER BUILDING	4	10/11/2022	19.05	.00	19.05	10/14/2022
		101122	SIRENS	5	10/11/2022	33.58	.00	33.58	10/14/2022
		101222-4812	PUBLIC WORKS	1	10/12/2022	182.82	.00	182.82	10/20/2022
Total 30:						7,783.59	.00	7,783.59	
68	BADGER WELDING SUPP	3732285	ACETYLENE & OXYGEN	1	09/30/2022	1.80	.00	1.80	10/20/2022
		3732285	ACETYLENE & OXYGEN	2	09/30/2022	1.80	.00	1.80	10/20/2022
		3732285	ACETYLENE & OXYGEN	3	09/30/2022	1.80	.00	1.80	10/20/2022
		3732285	ACETYLENE & OXYGEN	4	09/30/2022	6.60	.00	6.60	10/20/2022
Total 68:						12.00	.00	12.00	
150	CDW GOVERNMENT INC	DL27720	CAROUSEL CLOUD ACC	1	10/13/2022	15.72	.00	15.72	10/20/2022
		DL81404	CAROUSEL CLOUD ACC	1	10/14/2022	9.55	.00	9.55	10/20/2022
		DM48222	CAROUSEL CLOUD SUB	1	10/17/2022	2,402.50	.00	2,402.50	10/20/2022
Total 150:						2,427.77	.00	2,427.77	
158	CHARTER COMMUNICATI	00032611001	CHARTER CABLE	1	10/01/2022	110.41	.00	110.41	10/14/2022
Total 158:						110.41	.00	110.41	
194	CONCENTRA	103642288	CONCENTRA PHYSICAL	1	09/21/2022	880.00	.00	880.00	10/20/2022
		103650138	CONCENTRA PHYSICAL-	1	09/30/2022	298.00	.00	298.00	10/20/2022
		103654367	RANDOM DRUG / ALCOH	1	10/11/2022	154.00	.00	154.00	10/20/2022
Total 194:						1,332.00	.00	1,332.00	
196	CONNEY SAFETY PROD	06127570	CROSSING GUARD CON	1	10/13/2022	24.83	.00	24.83	10/20/2022
Total 196:						24.83	.00	24.83	
212	CREATIVE SIGNS	101722	#7 LETTER DOORS & NU	1	10/17/2022	885.00	.00	885.00	10/20/2022
Total 212:						885.00	.00	885.00	
247	DANE CO TREASURER	154-100422	JAIL & SURCHARGES - S	1	10/04/2022	1,185.72	.00	1,185.72	10/20/2022
Total 247:						1,185.72	.00	1,185.72	
348	FAHRNER ASPHALT SEA	8300014272	PEDESTRIAN WAYS MAI	1	10/12/2022	74,168.00	.00	74,168.00	10/20/2022
Total 348:						74,168.00	.00	74,168.00	
361	FIRST SUPPLY LLC MADI	13403950-00	MUNICIPAL CENTER REP	1	10/11/2022	13.55	.00	13.55	10/20/2022
		13403950-00	MUNICIPAL CENTER REP	2	10/11/2022	13.55	.00	13.55	10/20/2022
		13403950-00	MUNICIPAL CENTER REP	3	10/11/2022	13.55	.00	13.55	10/20/2022
		13403950-00	MUNICIPAL CENTER REP	4	10/11/2022	49.68	.00	49.68	10/20/2022

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 361:						90.33	.00	90.33	
395	GENERAL COMMUNICATI	311574	MDC DOC	1	10/18/2022	50.00	.00	50.00	10/20/2022
Total 395:						50.00	.00	50.00	
408	GRAINGER INC	9472281808	BALL VALVE LOCKOUT	1	10/10/2022	26.53	.00	26.53	10/20/2022
		9483051166	BATTERIES	1	10/18/2022	30.12	.00	30.12	10/20/2022
Total 408:						56.65	.00	56.65	
439	HJ PERTZBORN	76652	MC SPRINKLER INSP	1	10/12/2022	217.25	.00	217.25	10/20/2022
		76652	MC SPRINKLER INSP	2	10/12/2022	59.25	.00	59.25	10/20/2022
		76652	MC SPRINKLER INSP	3	10/12/2022	59.25	.00	59.25	10/20/2022
		76652	MC SPRINKLER INSP	4	10/12/2022	59.25	.00	59.25	10/20/2022
		76653	PW SPRINKLER INSPECT	1	10/13/2022	217.25	.00	217.25	10/20/2022
		76653	PW SPRINKLER INSPECT	2	10/13/2022	59.25	.00	59.25	10/20/2022
		76653	PW SPRINKLER INSPECT	3	10/13/2022	59.25	.00	59.25	10/20/2022
		76653	PW SPRINKLER INSPECT	4	10/13/2022	59.25	.00	59.25	10/20/2022
		78203	LEWIS PARK BACKFLOW	1	10/13/2022	125.00	.00	125.00	10/20/2022
Total 439:						915.00	.00	915.00	
469	ITRON INC	631867	SOFTWARE MAIN AGREE	1	10/12/2022	377.81	.00	377.81	10/20/2022
Total 469:						377.81	.00	377.81	
476	JEFFERSON FIRE & SAF	IN145079	EXTINGUISHER ANNUAL	1	09/29/2022	139.50	.00	139.50	10/20/2022
		IN145080	PUBLIC SAFETY CENTER	1	09/29/2022	176.00	.00	176.00	10/20/2022
		IN145081	EXTINGUISHER MAINTE	1	09/29/2022	31.50	.00	31.50	10/20/2022
		IN145082	ANNUAL FIRE EXTINGUI	1	09/29/2022	86.00	.00	86.00	10/20/2022
		IN145082	ANNUAL FIRE EXTINGUI	2	09/29/2022	32.00	.00	32.00	10/20/2022
		IN145082	ANNUAL FIRE EXTINGUI	3	09/29/2022	32.00	.00	32.00	10/20/2022
		IN145082	ANNUAL FIRE EXTINGUI	4	09/29/2022	609.13	.00	609.13	10/20/2022
		IN145082	ANNUAL FIRE EXTINGUI	5	09/29/2022	166.13	.00	166.13	10/20/2022
		IN145082	ANNUAL FIRE EXTINGUI	6	09/29/2022	166.12	.00	166.12	10/20/2022
		IN145082	ANNUAL FIRE EXTINGUI	7	09/29/2022	166.12	.00	166.12	10/20/2022
		IN145083	YOUTH CENTER ANNUAL	1	09/29/2022	63.50	.00	63.50	10/20/2022
Total 476:						1,668.00	.00	1,668.00	
492	KAYSER AUTOMOTIVE G	166458P	M3 SQUAD REPAIR	1	10/11/2022	124.81	.00	124.81	10/20/2022
		720985	VEHICLE MAINT	1	10/07/2022	55.00	.00	55.00	10/20/2022
Total 492:						179.81	.00	179.81	
600	MAURER, JOSEPH	JM101422	TRAINING MEALS	1	10/14/2022	66.57	.00	66.57	10/20/2022
Total 600:						66.57	.00	66.57	
634	MENARDS - MONONA	38016	HVAC VALVE FOR MUNIC	1	10/05/2022	1.74	.00	1.74	10/20/2022
		38016	HVAC VALVE FOR MUNIC	2	10/05/2022	.48	.00	.48	10/20/2022
		38016	HVAC VALVE FOR MUNIC	3	10/05/2022	.48	.00	.48	10/20/2022
		38016	HVAC VALVE FOR MUNIC	4	10/05/2022	.48	.00	.48	10/20/2022

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Total 634:						3.18	.00	3.18	
764	PREMIER PAINT & WALLP	71212	WELL 3 PAINT	1	10/12/2022	69.51	.00	69.51	10/20/2022
Total 764:						69.51	.00	69.51	
800	RELIANT FIRE APPARAT	CI005100	FD VEHICLE MAINT	1	09/29/2022	270.10	.00	270.10	10/20/2022
Total 800:						270.10	.00	270.10	
802	RENNERT'S FIRE EQUIP	45705	SWITCH PROXIMITY	1	10/06/2022	25.41	.00	25.41	10/20/2022
Total 802:						25.41	.00	25.41	
818	ROTO ROOTER SEWER	211082	MUNICIPAL CENTER FAC	1	10/06/2022	23.85	.00	23.85	10/20/2022
		211082	MUNICIPAL CENTER FAC	2	10/06/2022	23.85	.00	23.85	10/20/2022
		211082	MUNICIPAL CENTER FAC	3	10/06/2022	23.85	.00	23.85	10/20/2022
		211082	MUNICIPAL CENTER FAC	4	10/06/2022	87.45	.00	87.45	10/20/2022
Total 818:						159.00	.00	159.00	
836	SCHILLING SUPPLY COM	891508-00	BATHROOM SUPPLIES	1	10/13/2022	87.82	.00	87.82	10/20/2022
Total 836:						87.82	.00	87.82	
926	AXON ENTERPRISE INC.	INUS104126	TASER CARTRIDGES	1	09/29/2022	2,726.50	.00	2,726.50	10/20/2022
Total 926:						2,726.50	.00	2,726.50	
958	TOWN & COUNTRY ENGI	24494	VERIDIAN/JUNIPER RIDG	1	10/13/2022	626.75	.00	626.75	10/20/2022
		24495	VERIDIAN/UTTERBACK R	1	10/13/2022	406.75	.00	406.75	10/20/2022
		24496	CF INVESTMENTS ESCR	1	10/13/2022	145.00	.00	145.00	10/20/2022
		24497	2022 STREET & UTILITY I	1	10/13/2022	27,749.90	.00	27,749.90	10/20/2022
		24498	2022 PUBLIC FACILITIES	1	10/13/2022	901.25	.00	901.25	10/20/2022
		24499	EXCHANGE ST FINAL EN	1	10/13/2022	9,006.25	.00	9,006.25	10/20/2022
		24500	MC 197 PAULSON RD ST	1	10/13/2022	3,468.75	.00	3,468.75	10/20/2022
		24501	MC 198 LIFT STATION #2	1	10/13/2022	842.50	.00	842.50	10/20/2022
		24502	PUBLIC IMPROVEMENT	1	10/13/2022	577.50	.00	577.50	10/20/2022
Total 958:						43,724.65	.00	43,724.65	
995	USABLUEBOOK	134957	LOCATE FLAGS	1	10/06/2022	520.61	.00	520.61	10/20/2022
		134957	LOCATE FLAGS	2	10/06/2022	520.61	.00	520.61	10/20/2022
Total 995:						1,041.22	.00	1,041.22	
1093	WI STATE LABORATORY	724672	FLUORIDE TEST	1	09/30/2022	26.00	.00	26.00	10/20/2022
Total 1093:						26.00	.00	26.00	
1171	FIRE-RESCUE SUPPLY L	9749	REPLACEMENT FOAM	1	10/10/2022	1,428.00	.00	1,428.00	10/20/2022
Total 1171:						1,428.00	.00	1,428.00	
1245	PROFESSIONAL PEST C	591461	PW PEST CONTROL	1	10/17/2022	6.00	.00	6.00	10/20/2022
		591461	PW PEST CONTROL	2	10/17/2022	6.00	.00	6.00	10/20/2022

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		591461	PW PEST CONTROL	3	10/17/2022	6.00	.00	6.00	10/20/2022
		591461	PW PEST CONTROL	4	10/17/2022	22.00	.00	22.00	10/20/2022
		591462	MC PEST CONTROL	1	10/17/2022	47.00	.00	47.00	10/20/2022
Total 1245:						87.00	.00	87.00	
1256	BOUND TREE MEDICAL,	84708918	EMS - SUPPLIES	1	10/03/2022	14.89	.00	14.89	10/20/2022
		84712475	EMS - SUPPLIES	1	10/05/2022	249.96	.00	249.96	10/20/2022
Total 1256:						264.85	.00	264.85	
1264	BARNES INC	166278	MC LAWN APPLICATION	1	09/30/2022	12.30	.00	12.30	10/20/2022
		166278	MC LAWN APPLICATION	2	09/30/2022	12.30	.00	12.30	10/20/2022
		166278	MC LAWN APPLICATION	3	09/30/2022	12.30	.00	12.30	10/20/2022
		166278	MC LAWN APPLICATION	4	09/30/2022	45.10	.00	45.10	10/20/2022
		166280	PW FALL APPLICATION	1	09/30/2022	77.00	.00	77.00	10/20/2022
		166280	PW FALL APPLICATION	2	09/30/2022	21.00	.00	21.00	10/20/2022
		166280	PW FALL APPLICATION	3	09/30/2022	21.00	.00	21.00	10/20/2022
		166280	PW FALL APPLICATION	4	09/30/2022	21.00	.00	21.00	10/20/2022
		166281	PARKS FALL APPLICATIO	1	09/30/2022	295.00	.00	295.00	10/20/2022
Total 1264:						517.00	.00	517.00	
1405	TAPCO	I1738131	PEDESTRIAN SIGN REPA	1	10/10/2022	1,851.17	.00	1,851.17	10/20/2022
Total 1405:						1,851.17	.00	1,851.17	
1694	HEARTLAND LITHO	66314	DISPLAY BOARD	1	09/30/2022	255.50	.00	255.50	10/20/2022
Total 1694:						255.50	.00	255.50	
1709	VON BRIESEN & ROPER	407266	PERSONNEL ISSUES	1	10/19/2022	9,733.50	.00	9,733.50	10/20/2022
Total 1709:						9,733.50	.00	9,733.50	
1733	MOTOROLA SOLUTIONS	8281464399	MOBILE RADIO FOR MUS	1	09/16/2022	6,817.54	.00	6,817.54	10/20/2022
Total 1733:						6,817.54	.00	6,817.54	
1738	STATE OF WI TREASURE	154-100422	MONTHLY COURT FEES -	1	10/04/2022	2,779.74	.00	2,779.74	10/20/2022
Total 1738:						2,779.74	.00	2,779.74	
1896	NAPA AUTO PARTS	858610	PW SHOP SUPPLIES	1	10/07/2022	25.25	.00	25.25	10/20/2022
		858610	PW SHOP SUPPLIES	2	10/07/2022	6.89	.00	6.89	10/20/2022
		858610	PW SHOP SUPPLIES	3	10/07/2022	6.89	.00	6.89	10/20/2022
		858610	PW SHOP SUPPLIES	4	10/07/2022	6.87	.00	6.87	10/20/2022
		858900	BOAT PUMP BATTERY	1	10/10/2022	87.41	.00	87.41	10/20/2022
		859403	M3 VEHICLE MAINTENAN	1	10/12/2022	429.75	.00	429.75	10/20/2022
		859444	VEHICLE MAINTENANCE	1	10/13/2022	429.75-	.00	429.75-	10/20/2022
Total 1896:						133.31	.00	133.31	
1910	ZURBUCHEN OIL INC	264384	DYED DIESEL FUEL	1	10/11/2022	831.48	.00	831.48	10/20/2022
Total 1910:						831.48	.00	831.48	

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
1941	MIDWEST TRAILER SALE	1112634-00	PW SHOP SUPPLIES	1	10/10/2022	20.82	.00	20.82	10/20/2022
		1112634-00	PW SHOP SUPPLIES	2	10/10/2022	5.68	.00	5.68	10/20/2022
		1112634-00	PW SHOP SUPPLIES	3	10/10/2022	5.68	.00	5.68	10/20/2022
		1112634-00	PW SHOP SUPPLIES	4	10/10/2022	5.67	.00	5.67	10/20/2022
		1112644-00	VEHICLE MAINTENANCE	1	10/12/2022	70.48	.00	70.48	10/20/2022
		1112644-00	VEHICLE MAINTENANCE	2	10/12/2022	19.22	.00	19.22	10/20/2022
		1112644-00	VEHICLE MAINTENANCE	3	10/12/2022	19.22	.00	19.22	10/20/2022
		1112644-00	VEHICLE MAINTENANCE	4	10/12/2022	19.22	.00	19.22	10/20/2022
		1112644-00	VEHICLE MAINTENANCE	5	10/12/2022	64.07	.00	64.07	10/20/2022
Total 1941:						230.06	.00	230.06	
1989	CORPORATE BUSINESS	32587523	ADMIN COPIERS	1	10/07/2022	190.00	.00	190.00	10/20/2022
Total 1989:						190.00	.00	190.00	
2082	NASSCO INC	6214129	PW VACUUM REPLACEM	1	10/06/2022	1.91	.00	1.91	10/20/2022
		6214129	PW VACUUM REPLACEM	2	10/06/2022	1.91	.00	1.91	10/20/2022
		6214129	PW VACUUM REPLACEM	3	10/06/2022	1.91	.00	1.91	10/20/2022
		6214129	PW VACUUM REPLACEM	4	10/06/2022	7.00	.00	7.00	10/20/2022
Total 2082:						12.73	.00	12.73	
2216	ANDRES MEDICAL	256415	SEPTEMBER COLLECTIO	1	10/14/2022	1,445.70	.00	1,445.70	10/20/2022
Total 2216:						1,445.70	.00	1,445.70	
2270	UNITY POINT HEALTH	100522	SUSPECT BLOODWORK	1	10/05/2022	125.34	.00	125.34	10/20/2022
Total 2270:						125.34	.00	125.34	
16238	PUBLIC HEALTH MADISO	40583	BEACH TESTING	1	10/03/2022	915.00	.00	915.00	10/20/2022
Total 16238:						915.00	.00	915.00	
16247	CITY TREASURER	07100600-10	STORMWATER CHARGE	1	10/07/2022	26.52	.00	26.52	10/14/2022
Total 16247:						26.52	.00	26.52	
16257	CORPORATE BUSINESS	328295	PW COLOR COPY OVER	1	10/12/2022	10.15	.00	10.15	10/14/2022
		328295	PW COLOR COPY OVER	2	10/12/2022	10.15	.00	10.15	10/14/2022
		328295	PW COLOR COPY OVER	3	10/12/2022	10.15	.00	10.15	10/14/2022
		328295	PW COLOR COPY OVER	4	10/12/2022	37.23	.00	37.23	10/14/2022
		328299	COPIER LEASE	1	10/12/2022	34.03	.00	34.03	10/20/2022
Total 16257:						101.71	.00	101.71	
16292	WCM TREASURER	1393	WCM FALL CONFERENC	1	10/17/2022	35.00	.00	35.00	10/20/2022
Total 16292:						35.00	.00	35.00	
16296	DANE CO DEPT OF HUM	SEPT2022	MEALSITE DONATION - C	1	09/30/2022	664.00	.00	664.00	10/20/2022
		SEPT2022	MEALSITE DONATION - M	2	09/30/2022	2,528.00	.00	2,528.00	10/20/2022
Total 16296:						3,192.00	.00	3,192.00	
16319	DANE CO TREASURER	42538	5 SPILLMAN LOGINS	1	10/05/2022	165.00	.00	165.00	10/20/2022

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		42569	NETMOTION SUPPORT F	1	10/05/2022	799.20	.00	799.20	10/20/2022
	Total 16319:					964.20	.00	964.20	
16333	WI DEPT OF JUSTICE - TI	455TIME-000	TIME ACCESS	1	10/10/2022	384.00	.00	384.00	10/20/2022
	Total 16333:					384.00	.00	384.00	
16385	THE PSYCHOLOGY CEN	240842	BASIC-PRE EMPLOYMEN	1	09/21/2022	475.00	.00	475.00	10/20/2022
		240844	PRE-EMPLOYMENT JOS	1	09/22/2022	475.00	.00	475.00	10/20/2022
		241222	BASIC-PRE EMPLOYMEN	1	09/26/2022	475.00	.00	475.00	10/20/2022
	Total 16385:					1,425.00	.00	1,425.00	
16640	TOP PACK DEFENSE LLC	9133	UNIFORM ALLOWANCE T	1	09/28/2022	74.99	.00	74.99	10/20/2022
		9136	UNIFORM ALLOWANCE	1	09/27/2022	224.67	.00	224.67	10/20/2022
	Total 16640:					299.66	.00	299.66	
16782	MADISON EMERGENCY	INV1273	MEDICAL DIRECTION - O	1	10/11/2022	700.00	.00	700.00	10/20/2022
	Total 16782:					700.00	.00	700.00	
16829	REUTER, WHITISH & EVA	70731	PROSECUTIONS	1	10/04/2022	1,291.87	.00	1,291.87	10/20/2022
		70732	LEGAL - TID3	1	10/04/2022	739.50	.00	739.50	10/20/2022
		70733	TID4 LEGAL	1	10/04/2022	357.00	.00	357.00	10/20/2022
		70734	ATWATER TIF5 ESCROW	1	10/04/2022	716.20	.00	716.20	10/20/2022
		70738	PROSECUTIONS	1	10/04/2022	258.50	.00	258.50	10/20/2022
		70740	PROSECUTIONS	1	10/04/2022	408.70	.00	408.70	10/20/2022
		70742	PROSECUTIONS	1	10/04/2022	2.00	.00	2.00	10/20/2022
		70747	GENERAL LEGAL	1	10/04/2022	7,195.00	.00	7,195.00	10/20/2022
		70747	GENERAL LEGAL	2	10/04/2022	512.00	.00	512.00	10/20/2022
	Total 16829:					11,480.77	.00	11,480.77	
16912	LAKESTONE PROPERTIE	101222	REFUND OF DUP PMT O	1	10/12/2022	28.25	.00	28.25	10/20/2022
	Total 16912:					28.25	.00	28.25	
16965	CITY OF MADISON	102022	MADISON INTERCEPT PA	1	10/20/2022	394.45	.00	394.45	10/20/2022
	Total 16965:					394.45	.00	394.45	
17084	AMAZON CAPITAL SERVI	14VT-H674-	CAROUSEL CLOUD	1	10/16/2022	295.96	.00	295.96	10/20/2022
		1D7N-JYYG-	PARKS SUPPLIES	1	10/19/2022	218.94	.00	218.94	10/20/2022
		1K1H-73CR-	OFFICE SUPPLIES	1	10/11/2022	35.65	.00	35.65	10/20/2022
	Total 17084:					550.55	.00	550.55	
17092	GENERAL ENGINEERING	44	BUILDING INSPECTION S	1	10/07/2022	6,639.09	.00	6,639.09	10/20/2022
	Total 17092:					6,639.09	.00	6,639.09	
17150	THYSSE	100364011	PROMOTIONAL ITEMS	1	09/29/2022	2,825.39	.00	2,825.39	10/20/2022
		103054011	TEARDOP FLAGS AND B	1	09/28/2022	2,586.72	.00	2,586.72	10/20/2022

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Total 17150:						5,412.11	.00	5,412.11	
17188	SSM HEALTH MEDICAL G	4155800	SSM HEALTH PHYSICALS	1	10/06/2022	1,256.00	.00	1,256.00	10/20/2022
Total 17188:						1,256.00	.00	1,256.00	
17226	LARSON, SAYER	SL100522	TRAINING MILEAGE	1	10/05/2022	180.00	.00	180.00	10/20/2022
Total 17226:						180.00	.00	180.00	
17232	APG OF SOUTHERN WIS	24777-0922	OUTLOOK	1	09/30/2022	2,252.70	.00	2,252.70	10/20/2022
		24777-0922	OUTLOOK	2	09/30/2022	225.27	.00	225.27	10/20/2022
		24777-0922	OUTLOOK	3	09/30/2022	225.27	.00	225.27	10/20/2022
		24777-0922	OUTLOOK	4	09/30/2022	901.08	.00	901.08	10/20/2022
		24777-0922	OUTLOOK	5	09/30/2022	901.08	.00	901.08	10/20/2022
		24777-0922	EMPLOYMENT ADVERTI	6	09/30/2022	233.88	.00	233.88	10/20/2022
		24777-0922	EMPLOYMENT ADVERTI	7	09/30/2022	5.21	.00	5.21	10/20/2022
		24777-0922	EMPLOYMENT ADVERTI	8	09/30/2022	1.23	.00	1.23	10/20/2022
		24777-0922	EMPLOYMENT ADVERTI	9	09/30/2022	1.00	.00	1.00	10/20/2022
		24777-0922	EMPLOYMENT ADVERTI	10	09/30/2022	2.40	.00	2.40	10/20/2022
		24777-0922	EMPLOYMENT ADVERTI	11	09/30/2022	29.75	.00	29.75	10/20/2022
		24777-0922	EMPLOYMENT ADVERTI	12	09/30/2022	53.47	.00	53.47	10/20/2022
		24777-0922	EMPLOYMENT ADVERTI	13	09/30/2022	16.66	.00	16.66	10/20/2022
		28886-0922	VILLAGE BOARD MINUTE	1	09/30/2022	107.90	.00	107.90	10/20/2022
Total 17232:						4,956.90	.00	4,956.90	
17240	WI DEPT OF JUSTICE	7	SCHROECKENTHALER T	1	10/08/2022	125.00	.00	125.00	10/20/2022
Total 17240:						125.00	.00	125.00	
17241	COVERTTRACK GROUP I	52023	2023 ANNUAL SUBSCRIP	1	10/10/2022	360.00	.00	360.00	10/20/2022
Total 17241:						360.00	.00	360.00	
17320	PARKITECTURE & PLANN	20.010-5 10/	PICKLEBALL CONSTRUC	1	10/07/2022	1,572.00	.00	1,572.00	10/20/2022
		22.025-4	SKATE PARK PLANNING	1	10/07/2022	2,606.40	.00	2,606.40	10/20/2022
		22.026-4	LEWIS PARK LAKE ACCE	1	10/07/2022	2,176.00	.00	2,176.00	10/20/2022
Total 17320:						6,354.40	.00	6,354.40	
17352	BRAY ASSOCIATES ARC	3488-29	PUBLIC SAFETY CENTER	1	10/07/2022	12,140.00	.00	12,140.00	10/20/2022
Total 17352:						12,140.00	.00	12,140.00	
17569	MCFARLAND ACE HARD	006738/1	EQUIPMENT MAINTENAN	1	10/10/2022	59.97	.00	59.97	10/20/2022
		006740/1	EQUIPMENT MAINTENAN	1	10/10/2022	59.97-	.00	59.97-	10/20/2022
		006742/1	EXHAUST SYSTEM REPA	1	10/10/2022	4.30	.00	4.30	10/20/2022
		006757/1	PW SHOP SUPPLIES	1	10/12/2022	4.46	.00	4.46	10/20/2022
		006757/1	PW SHOP SUPPLIES	2	10/12/2022	1.21	.00	1.21	10/20/2022
		006757/1	PW SHOP SUPPLIES	3	10/12/2022	1.21	.00	1.21	10/20/2022
		006757/1	PW SHOP SUPPLIES	4	10/12/2022	1.21	.00	1.21	10/20/2022
		006762/1	FORESTRY EQUIPMENT	1	10/12/2022	97.78	.00	97.78	10/20/2022
		006762/1	FORESTRY EQUIPMENT	2	10/12/2022	97.77	.00	97.77	10/20/2022
		006763/1	HOOKS MINI	1	10/12/2022	4.79	.00	4.79	10/20/2022
		006765/1	PARK SUPPLIES	1	10/12/2022	18.88	.00	18.88	10/20/2022

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		006767/1	FIRE PREVENTION OPEN	1	10/12/2022	345.00	.00	345.00	10/20/2022
		006768/1	EQUIPMENT MAINTENAN	1	10/12/2022	15.72	.00	15.72	10/20/2022
		006818/1	PW SHOP SUPPLIES	1	10/18/2022	.67	.00	.67	10/20/2022
		006818/1	PW SHOP SUPPLIES	2	10/18/2022	.67	.00	.67	10/20/2022
		006818/1	PW SHOP SUPPLIES	3	10/18/2022	.67	.00	.67	10/20/2022
		006818/1	PW SHOP SUPPLIES	4	10/18/2022	2.48	.00	2.48	10/20/2022
		006821/1	WATER METER CHANGE-	1	10/18/2022	6.29	.00	6.29	10/20/2022
		006832/1	PARK SUPPLIES	1	10/19/2022	2.51	.00	2.51	10/20/2022
Total 17569:						605.62	.00	605.62	
17596	AMERICAN AWARDS & P	54530	ACCOUNTABILITY TAGS	1	10/08/2022	170.90	.00	170.90	10/20/2022
		54572	ACCOUNTABILITY TAGS	1	10/13/2022	103.75	.00	103.75	10/20/2022
Total 17596:						274.65	.00	274.65	
17761	CBS SQUARED, INC.	10583	TRAFFIC STUDY - EXCHA	1	10/11/2022	380.00	.00	380.00	10/20/2022
		10583	TRAFFIC STUDY - EXCHA	2	10/11/2022	380.00	.00	380.00	10/20/2022
Total 17761:						760.00	.00	760.00	
17778	JP CULLEN	20042	PAYAPP #11 - PUBLIC SA	1	09/30/2022	1,501,909.	.00	1,501,909.	10/20/2022
Total 17778:						1,501,909.	.00	1,501,909.	
17909	SHORT ELLIOTT HENDRI	434152	MUNICIPAL CENTER MAS	1	10/10/2022	2,640.00	.00	2,640.00	10/20/2022
Total 17909:						2,640.00	.00	2,640.00	
17912	PFOHL, MELISSA	100722	REFUND PARK DEPOSIT	1	10/07/2022	100.00	.00	100.00	10/20/2022
Total 17912:						100.00	.00	100.00	
17953	RES GREAT LAKES, LLC	IN31618	CONSERVANCY MANAG	1	10/12/2022	2,750.00	.00	2,750.00	10/20/2022
Total 17953:						2,750.00	.00	2,750.00	
17976	GAFFNEY, AUSTIN	AG092722	WATER CERTIFICATE CO	1	09/27/2022	461.20	.00	461.20	10/20/2022
		AG092722	WATER CERTIFICATE CO	2	09/27/2022	50.00	.00	50.00	10/20/2022
		AG092722	WATER CERTIFICATE CO	3	09/27/2022	50.00	.00	50.00	10/20/2022
		AG092722	WATER CERTIFICATE CO	4	09/27/2022	50.00	.00	50.00	10/20/2022
Total 17976:						611.20	.00	611.20	
17986	SPARTAN ANIMAL HOSPI	161168	RUDY EXAM	1	09/21/2022	58.49	.00	.00	Multiple
		161168	RUDY EXAM	2	09/21/2022	58.49-			
Total 17986:						.00	.00	.00	
17992	RODRIGUEZ, RODRIGUE	100522	OVERPAYMENT ON CITA	1	10/05/2022	37.80	.00	37.80	10/20/2022
Total 17992:						37.80	.00	37.80	
17995	THE BOELTER COMPANI	100622	EVIDENCE FREEZER	1	10/06/2022	3,500.00	.00	3,500.00	10/07/2022
		100622	EVIDENCE FREEZER - FF	2	10/06/2022	1,500.00	.00	1,500.00	10/07/2022
		100622	EVIDENCE FREEZER - F	3	10/06/2022	2,785.00	.00	2,785.00	10/07/2022

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 17995:						7,785.00	.00	7,785.00	
17996	DSI REAL ESTATE	101222	REFUND DUPLICATE PAY	1	10/12/2022	108.96	.00	108.96	10/20/2022
Total 17996:						108.96	.00	108.96	
17997	SAM'S WELL DRILLING IN	58701	COMMUNITY PARK WELL	1	10/17/2022	850.00	.00	850.00	10/20/2022
Total 17997:						850.00	.00	850.00	
Grand Totals:						1,742,523.	.00	1,742,523.	

Report Criteria:
Detail report type printed

VILLAGE OF MCFARLAND

Check Register

Check Issue Dates: 10/07/2022 - 10/20/2022

Oct 20, 2022 8:24AM

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
10/08/2022	PC	10/14/2022	[redacted]	GRENAWALT, JUSTIN	507	1,409.25
10/08/2022	PC	10/14/2022	[redacted]	BOYD, JARED	508	1,327.00
10/08/2022	PC	10/14/2022	[redacted]	CONROY, GINGER	509	412.98
10/08/2022	CDPT	10/14/2022	[redacted]	FIRE FIGHTERS LOCAL 31	8	131.41
10/08/2022	CDPT	10/14/2022	[redacted]	WPPA TREASURER	6	551.50

PAYROLL RELATED $3,832.14

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, October 25, 2022**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT: **Matt Schuenke, Village Administrator**

AGENDA ITEM: **On the proposed budget for the year 2023 and establishing the 2022 payable in 2023 property tax levy for the Village of McFarland.**

PREVIOUS ACTION:
None.

ISSUE SUMMARY:
Included within your packet is a copy of the public hearing notice. The public hearing will be opened like all other hearings, we will receive comment as provided, and then the hearing will be closed. Final action will take place at the November 22, 2022 regular Village Board meeting in order to finally adopt the 2023 Budget.

FINANCIAL/BUDGET IMPACT:
None.

VILLAGE PLAN REFERENCE:
None.

ORDINANCE REFERENCE:
None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
Presented for the hearing to be held to receive comments from the public.

ATTACHMENTS:
1. 2023 Budget - Public Hearing Notice 09272022 mgs

VILLAGE OF MCFARLAND

NOTICE OF PUBLIC HEARING

Notice is hereby given that there will be a Public Hearing before the Village Board on Tuesday, October 25, 2022 at 7:00 pm in the Community Room of the Municipal Center located at 5915 Milwaukee Street, McFarland, WI 53558, at which time interested parties and citizens shall have an opportunity to be heard concerning the proposed 2023 Budget. The Budget is available for viewing at the McFarland Municipal Center lobby from 8:00 am to 4:30 pm, Monday through Friday or on the Village website at www.mcfarland.wi.us.

Residents may view the meeting that evening live on the Charter cable channel 982; TDS channel 1009 or online at mcfarlandcablechannel.com and those who wish to participate in order to provide public comment virtually may do so via Zoom (the Village's virtual meeting software). You can view and participate through Zoom in either of the following ways:

Meeting Link: https://us02web.zoom.us/j/81990024846 *By Telephone:* 1 (312) 626-6799 *Webinar ID:* 819 9002 4846

If you are not able to attend the meeting or would like to provide written comment in advance, please send to Village of McFarland, Attn: Village Administrator, PO Box 110, McFarland, WI 53558 or email to matt.schuenke@mcfarland.wi.us.

Detailed below are the summaries of revenues, expenses, and fund balances of all Village funds as is required for reporting purposes by Wisconsin State Statute 65.90.

SUMMARY OF GENERAL FUND

Revenues

Revenue Category	2021 Actual	2022 Budget	YTD 6/30/2022	2022 Projected	2023 Budget	% Change Prev Year
Taxes	4,274,250	4,345,750	4,345,750	4,345,750	4,419,750	1.70%
Special Assessments	0	0	0	0	0	0.00%
Intergovernmental Rev	410,007	666,000	253,042	700,395	728,000	9.31%
Licenses and Permits	322,659	330,000	156,653	281,557	316,500	-4.09%
Fines, Forf, and Penalties	74,020	96,000	46,103	93,000	110,000	14.58%
Public Charges for Services	467,363	486,000	188,054	505,033	546,250	12.40%
Intergovern Charges	379,335	432,000	210,785	418,000	446,250	3.30%
Miscellaneous Revenue	200,722	207,000	123,203	227,250	242,750	17.27%
Other Financing Sources	341,615	340,000	0	280,000	415,000	22.06%
Total REVENUES	6,469,970	6,902,750	5,323,590	6,850,985	7,224,500	4.66%

Expenses

Expense Category	2021 Actual	2022 Budget	YTD 6/30/2022	2022 Projected	2023 Budget	% Change Prev Year
General Government	776,964	856,500	497,263	846,523	880,000	2.74%
Public Safety	3,782,332	3,980,250	1,886,309	3,839,701	4,345,250	9.17%
Public Works	931,416	1,044,750	408,519	982,490	931,000	-10.89%
Health & Human Serv	287,403	328,000	170,823	337,082	377,750	15.17%
Culture, Rec, and Ed	371,805	419,000	178,825	442,498	422,250	0.78%
Conserve & Develop	223,475	264,250	107,118	230,139	268,250	1.51%
Debt Service		See Debt Service - Fund 300				
Capital Outlay		See Capital Projects - Fund 400				
Other Financing Uses	797,482	10,000	0	35,000	0	0.00%
Total EXPENDITURES	7,170,877	6,902,750	3,248,857	6,713,433	7,224,500	4.66%

General Fund (Actual)	2021 Actual	2022 Budget	YTD 6/30/2022	2022 Projected	2023 Budget
Fund Balance - Begin	3,007,862	------------	------------	2,306,955	2,444,507
Fund Balance - End	2,306,955	------------	------------	2,444,507	2,329,507

Fund Balance Policy Requirement	%	2020	2021
Minimum Threshold - Percent of Budget Exp	20%	1,380,550	1,444,900
Maximum Threshold - Percent of Budget Exp	25%	1,725,688	1,806,125

	2021 Actual	2022 Actual	**2023 Budget**	% Change Prev Year
Property Tax Rates	$6.23	$ 6.17	**$ 6.32**	2.41%

OUTSTANDING DEBT ** - as of	12/31/2019	12/31/2020	12/31/2021	Difference vs. 2020	% Change vs. 2020
Governmental Activities	14,304,604	16,508,934	44,008,701	27,499,767	166.58%
Business Type Activities	3,823,506	3,874,159	3,830,622	-43,537	-1.12%
Total Outstanding Debt	18,128,110	20,383,093	47,839,323	27,456,230	134.70%

** Including interest expense.

Dated this 6th day of October, 2022.

Cassandra Suettinger, Deputy Village Administrator/Clerk
McFarland, Wisconsin

VILLAGE OF MCFARLAND

Summary of Other Governmental Funds

Comm/Tech *Fund 200*	2021 Actual	2022 Budget	YTD 6/30/2022	2022 Projected	2023 Budget	% Change Prev Year
Total Revenue	142,625	173,750	44,722	180,577	184,500	6.19%
Taxes	22,500	23,000	23,000	23,000	38,750	68.48%
Other Revenue	120,125	150,750	21,722	157,577	145,750	-3.32%
Total Expense	176,584	173,750	100,093	180,577	184,500	6.19%
Fund Balance - Begin	95,038	------------	------------	61,080	34,253	
Fund Balance - End	61,080	------------	------------	34,253	24,253	
Minimum Fund Balance Requirement of 50% of Exp				86,875	92,250	

Debt Service *Fund 300*	2021 Actual	2022 Budget	YTD 6/30/2022	2022 Projected	2023 Budget	% Change Prev Year
Total Revenue	2,410,687	2,634,000	2,414,630	2,691,095	3,450,000	30.98%
Taxes	1,503,000	1,777,000	1,777,000	1,777,000	2,765,000	55.60%
Other Revenue	907,687	857,000	637,630	914,095	685,000	-20.07%
Total Expense	2,076,603	2,634,000	919,924	2,691,095	3,450,000	30.98%
Fund Balance - Begin	942,344	------------	------------	1,276,429	1,116,556	
Fund Balance - End	1,276,429	------------	------------	1,116,556	766,556	

The Debt Service Fund is not required to maintain a minimum level of reserves beyond any unexpected revenues collected from impact fees.

Library *Fund 205*	2021 Actual	2022 Budget	YTD 6/30/2022	2022 Projected	2023 Budget	% Change Prev Year
Total Revenue	956,712	1,001,750	1,001,418	1,002,773	1,064,000	6.21%
Taxes	626,250	674,250	674,250	674,250	733,000	8.71%
Other Revenue	330,462	327,500	327,168	328,523	331,000	1.07%
Total Expense	927,929	1,001,750	486,165	953,201	1,064,000	6.21%
Fund Balance - Begin	177,709	------------	------------	206,492	256,064	
Fund Balance - End	206,492	------------	------------	256,064	256,064	
Minimum Fund Balance Requirement of 10% of Exp				95,320	106,400	

TID #3 *Fund 305*	2021 Actual	2022 Budget	YTD 6/30/2022	2022 Projected	2023 Budget	% Change Prev Year
Total Revenue	1,109,637	3,778,750	2,706,933	3,264,539	1,943,500	-48.57%
Taxes	930,641	927,000	965,291	965,291	1,266,000	36.57%
Other Revenue	178,997	2,851,750	1,741,642	2,299,248	677,500	-76.24%
Total Expense	832,717	3,778,750	78,225	3,264,539	1,943,500	-48.57%
Fund Balance - Begin	1,193,024	------------	------------	1,469,944	987,933	
Fund Balance - End	1,469,944	------------	------------	987,933	452,933	

Youth Center *Fund 210*	2021 Actual	2022 Budget	YTD 6/30/2022	2022 Projected	2023 Budget	% Change Prev Year
Total Revenue	40,000	40,750	32,500	40,250	40,750	0.00%
Taxes	25,000	25,000	25,000	25,000	25,000	0.00%
Other Revenue	15,000	15,750	7,500	15,250	15,750	0.00%
Total Expense	40,250	40,750	40,250	40,250	40,750	0.00%
Fund Balance - Begin	2,678	------------	------------	2,428	2,428	
Fund Balance - End	2,428	------------	------------	2,428	1,678	

TID #4 *Fund 310*	2021 Actual	2022 Budget	YTD 6/30/2022	2022 Projected	2023 Budget	% Change Prev Year
Total Revenue	552,314	807,750	107,886	834,619	1,017,500	25.97%
Taxes	97,962	98,000	101,952	101,952	115,250	17.60%
Other Revenue	454,353	709,750	5,934	732,667	902,250	27.12%
Total Expense	95,765	807,750	32,142	776,569	1,017,500	25.97%
Fund Balance - Begin	(232,876)	------------	------------	223,674	281,724	
Fund Balance - End	223,674	------------	------------	281,724	281,724	

Dated this 6th day of October, 2022.

Cassandra Suettinger, Deputy Village Administrator/Clerk
McFarland, Wisconsin

VILLAGE OF MCFARLAND

Summary of Other Governmental Funds

TID #5 *Fund 315*	2021 Actual	2022 Budget	YTD 6/30/2022	2022 Projected	2023 Budget	% Change Prev Year
Total Revenue	45,936	593,750	201,753	201,753	446,500	-24.80%
Taxes	45,936	193,750	201,753	201,753	246,500	0.00%
Other Revenue	0	400,000	0	0	200,000	-50.00%
Total Expense	69,360	593,750	88,357	165,481	446,500	-24.80%
Fund Balance - Begin	(539,083)	------------	------------	(562,507)	(526,235)	
Fund Balance - End	(562,507)	------------	------------	(526,235)	(526,235)	

Stormwater *Fund 605*	2021 Actual	2022 Budget	YTD 6/30/2022	2022 Projected	2023 Budget	% Change Prev Year
Total Revenue	956,272	793,250	260,213	785,750	847,250	6.81%
Taxes	0	0	0	0	0	0.00%
Other Revenue	956,272	793,250	260,213	785,750	847,250	6.81%
Total Expense	590,311	793,250	246,311	746,445	847,250	6.81%
Cash & Equiv - Begin	892,824	------------	------------	588,676	419,731	
Cash & Equiv - End	588,676	------------	------------	419,731	201,481	

Capital Projects *Fund 400*	2021 Actual	2022 Budget	YTD 6/30/2022	2022 Projected	2023 Budget	% Change Prev Year
Total Revenue	19,371,540	22,862,250	10,062,156	22,914,780	15,402,250	-32.63%
Taxes	0	0	0	0	0	0.00%
Other Revenue	19,371,540	22,862,250	10,062,156	22,914,780	15,402,250	-32.63%
Total Expense	6,856,778	22,862,250	6,843,142	22,395,608	15,402,250	-32.63%
Fund Balance - Begin	1,142,422	------------	------------	13,657,186	5,610,358	
Fund Balance - End	13,657,186	------------	------------	5,610,358	419,358	

The Capital Projects Fund shall maintain reserves as of December 31 of each year sufficient to pay the cost of projects under construction but not yet finished.

Solid Waste *Fund 610*	2021 Actual	2022 Budget	YTD 6/30/2022	2022 Projected	2023 Budget	% Change Prev Year
Total Revenue	535,332	601,000	552,156	602,643	633,750	5.45%
Taxes	74,750	74,750	74,750	74,750	79,500	6.35%
Other Revenue	460,582	526,250	477,406	527,893	554,250	5.32%
Total Expense	569,142	601,000	299,723	597,733	633,750	5.45%
Fund Balance - Begin	211,341	------------	------------	177,530	134,440	
Fund Balance - End	177,530	------------	------------	134,440	78,440	
Minimum Fund Balance Requirement of 10% of Exp				59,773	63,375	

Parks *Fund 405*	2021 Actual	2022 Budget	YTD 6/30/2022	2022 Projected	2023 Budget	% Change Prev Year
Total Revenue	330,125	440,000	134,202	435,000	265,000	-39.77%
Taxes	0	0	0	0	0	0.00%
Other Revenue	330,125	440,000	134,202	435,000	265,000	-39.77%
Total Expense	19,714	440,000	22,902	435,000	265,000	-39.77%
Fund Balance - Begin	879,096	------------	------------	1,069,574	895,074	
Fund Balance - End	1,069,574	------------	------------	895,074	895,074	

Retiree *Fund 700*	2021 Actual	2022 Budget	YTD 6/30/2022	2022 Projected	2023 Budget	% Change Prev Year
Total Revenue	50,248	150,000	50,350	68,124	150,000	0.00%
Taxes	50,000	50,000	50,000	50,000	50,000	0.00%
Other Revenue	248	100,000	350	18,124	100,000	0.00%
Total Expense	38,672	150,000	68,124	68,124	150,000	0.00%
Fund Balance - Begin	177,811	------------	------------	189,387	171,964	
Fund Balance - End	189,387	------------	------------	171,964	72,964	

Utilities *Fund 600*	2021 Actual	2022 Budget	YTD 6/30/2022	2022 Projected	2023 Budget	% Change Prev Year
Total Revenue	3,865,558	4,823,500	1,401,717	6,918,232	8,821,250	82.88%
Taxes	0	0	0	0	0	0.00%
Other Revenue	3,865,558	4,823,500	1,401,717	6,918,232	8,821,250	82.88%
Total Expense	2,901,456	4,823,500	1,197,436	5,135,703	8,821,250	82.88%
Cash & Equivalent - Begin	3,773,631	------------	------------	3,615,440	4,801,219	
Cash & Equivalent - End	3,615,440	------------	------------	4,801,219	2,036,719	

Canine *Fund 800*	2021 Actual	2022 Budget	YTD 6/30/2022	2022 Projected	2023 Budget	% Change Prev Year
Total Revenue	17,093	32,000	12,136	27,000	24,250	-24.22%
Taxes	0	0	0	0	0	0.00%
Other Revenue	17,093	32,000	12,136	27,000	24,250	-24.22%
Total Expense	7,270	32,000	16,169	27,000	24,250	-24.22%
Fund Balance - Begin	45,603	------------	------------	55,426	48,576	
Fund Balance - End	55,426	------------	------------	48,576	40,576	

Dated this 6th day of October, 2022.

Cassandra Suettinger, Deputy Village Administrator/Clerk
McFarland, Wisconsin

VILLAGE OF

McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, October 25, 2022**

SECTION: **Business**

DEPARTMENT: **Community Development**

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

AGENDA ITEM: **Discussion and action regarding Amendment 1 to the Development Agreement, McFarland House Cafe, Inc., and O'Hearn Ventures LLC.**

PREVIOUS ACTION:

September 14, 2020, Approval of the Development Agreement.
October 12, 2022, CDA unanimously recommends approval of Amendment 1 to the Development Agreement as presented.

ISSUE SUMMARY:

Shaun O'Hearn is requesting partial payment ($40,000) of the $50,000 TIF Loan for the improvements (sprinkler system and two additional apartments) made at the McFarland Cafe as part of his existing development agreement with the Village. Article III of the development agreement includes a number of provisions related to when the TIF funds are dispersed, including *"MHC or O'Hearn shall have obtained final inspection approval for the entire Project and received an occupancy permit from the Village's Building Inspector"*. "Project" is defined as *"the addition of 2 residential units on the property and upgrading of water service for fire sprinkler installation."* The water service/sprinkler installation is complete, and the two residential units have been built/furnished; however, O'Hearn doesn't have occupancy for one of the units as he has been waiting for the arrival of a needed electrical component. The other residential unit received an occupancy permit in May. The date of delivery of the electrical component has been delayed several times and the final date of delivery is now unknown. In recognition of the substantial work completed within the terms of the development agreement, Staff recommends approving the partial release of funds as requested, with the remaining $10,000 provided when the second residential unit receives its occupancy permit. The partial release of funds is in keeping with previous TIF Loans for larger development projects where partial funding was provided after certain construction milestones were reached, with the final 20% provided after an occupancy permit was issued. The packet includes O'Hearn's letter request along with a copy of the development agreement amendment as reviewed by the Village Attorney.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

VILLAGE OF
McFarland

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Motion, second, to approve Amendment 1 to the Development Agreement, McFarland House Cafe, Inc., and O'Hearn Ventures LLC.

ATTACHMENTS:

1. O'Hearn DA Amendment Request
2. Amendment 1 to Ohearn Ventures Development Agreement

From: mcfarlandcafe@gmail.com
To: Andrew Bremer
Cc: Carolyn Clow
Subject: DA Amendment
Date: Monday, September 26, 2022 6:48:05 PM

Mr. Bremer,

I am requesting an amendment to the Development Agreement between the Village of McFarland and McFarland House Café Inc. for partial early repayment of funds due to ongoing supply chain issues in the amount of $40,000 with the remaining $10,000 to be repaid upon full completion of the project, and occupancy as outlined in the original agreement. McFarland House Café Inc. agrees to compensate the Village of McFarland for the attorney time to draft the amendment.

The project has been completed to the fullest extent possible, minus one electrical component that has been on back-order since December of 2021. The electrical contractor has been in communication with the manufacturer and has been unable to receive a shipping commitment. What turned out as an eight to ten week lead time has now eclipsed ten months with no end in sight. The first of the two units has been given occupancy as of May of 2022 and the second unit is complete and furnished, but still without power.

Thank you for your time and consideration,

Shaun O'Hearn
McFarland House Café Inc.
608-217-6356
Sent from Mail for Windows

AMENDMENT 1 TO
DEVELOPMENT AGREEMENT

McFarland House Café, Inc.
O'Hearn Ventures, LLC
Village of McFarland

This Amendment ("Amendment") is entered into effective on the ___ day of October, 2022, by and between the Village of McFarland, a Wisconsin municipal corporation ("Village"), whose principal address is 5915 Milwaukee Street, McFarland, WI 53558, McFarland House Café, Inc., a Wisconsin corporation having its principal office at 5205 Linden Parkway, McFarland, Wisconsin ("MHC"), and Ohearn Ventures, LLC, a Wisconsin limited liability company, with offices located at 5205 Linden Parkway, McFarland, Wisconsin, ("O'Hearn").

RECITALS

A. Village, MHC and O'Hearn entered into a Development Agreement ("Agreement") as of the 14th day of September 2020, providing for the redevelopment by MHC of a parcel of commercial real estate located at 5923 Exchange Street, McFarland, Wisconsin designated as tax parcel no. 154/0610-031-6926-9 (the "Property") and the provision by the Village of Tax Incremental Financing assistance in connection therewith.

B. The Agreement provides for the disbursement of a loan in the amount of $50,000 (the "TIF Loan") contingent upon MHC's completion of the promised construction, receipt of an occupancy permit for the entire project, and the submission to the Village of certain documentation as identified therein.

C. MHC has complete most of the required construction, but has been unable to obtain an occupancy permit for part of the development due to the unavailability of certain materials needed for full completion thereof.

D. MHC has requested, and the Village has agreed, that a portion of the TIF Loan will be disbursed at this time as an advance payment, with the balance to be disbursed upon receipt of the final occupancy permit.

AGREEMENT

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

1. Notwithstanding the provisions of Section III.B(1) of the Agreement, the Village shall disburse to MHC the sum of Forty Thousand Dollars ($40,000) of the TIF Loan within fifteen (15)

days after the receipt by the Village of the insurance certificate(s) required by Section III.B(2) of the Agreement and the additional documents required by Section III.C thereof.

2. The undisbursed balance of the TIF Loan shall be disbursed to MHC in accordance with the terms of Section III.B and III.C of the Agreement.

3. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

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

MHC:

McFarland House Café, Inc.

By:____
Shaun T. O'Hearn, President

O'Hearn:

Ohearn Ventures, LLC

By:____
Shaun T. O'Hearn, Member

VILLAGE OF McFARLAND

By:__________________________________
Carolyn A. Clow, Village President

By:__________________________________
Cassandra Suettinger, Deputy Administrator/
Clerk-Treasurer

The undersigned, as individual guarantor of the obligations under the Agreement, acknowledges and approves the foregoing Amendment and consents to the same.

____
Shaun T. O'Hearn, individually

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: Tuesday, October 25, 2022

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action regarding Amendment 1 to the Atwater LLC Development Agreement

PREVIOUS ACTION:

September 23, 2019, approval of the Atwater LLC Phase 1 Development Agreement.
July 26, 2022, approval of the Atwater LLC Phase 2 Development Agreement.
October, 12, 2022, CDA unanimously recommends approval of Amendment 1 to the Development Agreement.

ISSUE SUMMARY:

Lakestone and One Community Bank are requesting the Village subordinate its TIF loan of $350,000 for the Atwater Phase 1 development to the $305,000 TIF Loan (Subordination #1), $400,000 commercial construction bridge loan (Subordination #2), and $2,800,000 construction loan (Subordination #3) related to the construction of the Atwater Phase 2. The packet includes a summary letter from One Community Bank, copies of the subordination agreements from One Community Bank and a copy of the development agreement amendment, as reviewed by the Village Attorney. The CDA met on October 12, 2022 to recommend approval of Subordinations 1 & 2. Post-meeting, One Community Bank realized they also needed to request Subordination #3. Amendment #1 has been updated by the Village Attorney to reflect the request to include Subordination #3.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Motion, second, to approve Amendment 1 to the Atwater LLC Development Agreement.

ATTACHMENTS:

1. Amendment 1 to Atwater LLC Development Agreement_10.25.2022
2. Atwater Subordination Agreement 1
3. Atwater Subordintion Agreement 2
4. Atwater Subordination Agreement 3
5. Village Letter Atwater Phase II 2022-10-05

6. THE ATWATER LLC_Title Work (4)

AMENDMENT 1 TO
DEVELOPMENT AGREEMENT

The Atwater, LLC
Village of McFarland

This Amendment (“Amendment”) is entered into effective on the ___ day of October, 2022, by and between the Village of McFarland, a Wisconsin municipal corporation ("Village"), whose principal address is 5915 Milwaukee Street, McFarland, WI 53558, The Atwater LLC, a Wisconsin limited liability company, with offices located at 5910 Main Street, McFarland 53558-8946 (“Lakestone”) and Lakestone Holdings LLC, a Wisconsin limited liability company (“Holdings”).

RECITALS

A. Village, Lakestone and Holdings entered into a Development Agreement ("Agreement") as of the 30th day of October, 2019, providing for the development (Atwater Phase 1) by Lakestone of a parcel of commercial real estate located at 4721 Farwell Street, McFarland, Wisconsin designated as tax parcel no. 154/0610-032-7021-1 and as Lot 2 of CSM 15246 and the provision by the Village of Tax Incremental Financing assistance (the “TIF Loan”) in connection therewith.

B. To secure repayment of the TIF Loan, Lakestone granted Village a mortgage on the property legally described as Lots 1 and 2 of Certified Survey Map No. 15246 recorded in Volume 108 of CSM's on page 272 as Document No. 5528819, which mortgage was recorded in the Office of the Register of Deeds for Dane County on December 23, 2019 as Document No. 5550749 (the “Village Mortgage”).

C. Pursuant to the Agreement, the Village previously subordinated its rights under the Village Mortgage to a first mortgage and related security interests to secure a letter of credit or loan in the original principal sum not to exceed Five Million Eight Hundred Ten Thousand Dollars ($5,810,000).

D. Lakestone has received approval from the Village for the development (Atwater Phase 2) by Lakestone of a parcel of commercial real estate located at 4719 Farwell Street, McFarland, Wisconsin designated as tax parcel no. 154/0610-032-7010-1 and as Lot 1 CSM No. 15246.

E. Lakestone has requested, and the Village has agreed, to subordinate the Village Mortgage to new commercial loans of $305,000, $400,000 and $2,800,000.00 obtained from One Community Bank for development of Atwater Phase 2.

AGREEMENT

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

1. Amendment to Suborindation Terms: Article IV, Section G. of the Agreement is hereby amended to read as follows:

> G. The Village's rights in the Project Site arising in connection with the TIF Loan shall be subordinate to a first mortgage and related security interests to secure a letter of credit or loan in the original principal sum not to exceed Five Million Eight Hundred Ten Thousand Dollars ($5,810,000) made in connection with the development of Atwater Phase 1 and to commercial loans made by One Community Bank in the amounts of $305,000, $400,000 and $2,800,000.00 in connection with the development by Lakestone of the Atwater Phase 2. Upon reasonable request by Lakestone or its lender, the Village shall execute a recordable instrument evidencing such subordination. The Village's subordination agreement shall not apply to any subsequent advances made by the mortgage lender after the disbursement by the lender of the original principal loan amount of each loan to which the TIF Loan is subordinated pursuant to this paragraph without the written consent of the Village.

2. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

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

LAKESTONE:

The Awater LLC.

By:____
Brian Spanos, Member

By:____
Brett Riemen, Member

HOLDINGS:

Lakestone Holdings, LLC

By:____
Brian Spanos, Member

By:____
Brett Riemen, Member

VILLAGE OF McFARLAND

By:__________________________________
Carolyn A. Clow, Village President

By:_____________________________________
Cassandra Suettinger, Deputy Administrator/
Clerk-Treasurer

CONSENT OF GUARANTORS:

The undersigned, as personal guarantors of the Lakestone obligations under the Agreement, consent to the foregoing amendment and acknowledge and agree that such amendment does not affect the nature, extent or terms of their personal guarantees.

____
Brian Spanos

____
Brett Riemen

SUBORDINATION AGREEMENT

Document Number

KNOW ALL MEN BY THESE PRESENTS THAT, WHEREAS, on the 16th day of DECEMBER , 2019 , LAKESTONE HOLDINGS, LLC

("Borrower"), executed a mortgage to THE VILLAGE OF MCFARLAND

("Lender"), to secure payment of THREE HUNDRED FIFTY THOUSAND AND 00/100

Dollars ($ 350,000.00), which mortgage was recorded in the Office of the Register of Deeds for DANE County, Wisconsin, on DECEMBER 23RD , 2019 , as Document No. 5550749 (the "Original Mortgage") and conveyed the real estate known as:

Lots 1 and 2 of Certified Survey Map No. 15246 recorded in Volume 108 of CSM's on page 272 as Document No. 5528819, being all of Lots 1, 2 and 3 of CSM No. 3119, being located in the SE 1/4 of the NW 1/4 of Section 3, Township 6 North, Range 10 East, in the Village of McFarland, Dane County, Wisconsin.

Recording Area

Name and Return Address

ONE COMMUNITY BANK
733 N MAIN ST
OREGON WI 53575

154/0610-032-7010-1, 154/0610-032-7021-1

Parcel Identification Number (PIN)

(hereinafter referred to as the "Property").

AND WHEREAS, on OCTOBER 28 , 2022 , Borrower granted to ONE COMMUNITY BANK

a mortgage on the Property to secure payment of THREE HUNDRED AND FIVE THOUSAND AND 00/100 Dollars ($ 305,000.00), which mortgage will be recorded in the Office of the Register of Deeds for DANE County, Wisconsin, on this date or shortly thereafter (the "Subsequent Mortgage").

WHEREAS, Lender has been requested to and has agreed to subordinate the lien of the Original Mortgage to the lien of the Subsequent Mortgage.

NOW, THEREFORE, for a good and valuable consideration, Lender hereby agrees that the lien of the Original Mortgage is subordinate and junior to the lien of the Subsequent Mortgage and that the lien of the Subsequent Mortgage shall also have a prior right over the lien of the Original Mortgage to all awards and payments made as a result of the exercise of the right of eminent domain against the Property, or any part, all rents, income or profits, all compensation received for the taking of the Property, or any part, by condemnation proceedings, all compensation received as damages for injury to the Property, or any part, all proceeds from insurance on improvements to Property, and all proceeds occurring as a result of foreclosure against the Property, including a deed given in lieu of foreclosure.

IN WITNESS WHEREOF, the said officers of Lender have hereunto set their hands and seals this 28TH day of OCTOBER , 2022 .

By: ____________________
* CAROLYN CLOW, VILLAGE PRESIDENT

By: ____________________
* CASSANDRA SUETTINGER, DEPUTY ADMINISTRATOR/CLERK-TREASURER

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
DANE County)

Personally came before me this 28TH day of OCTOBER , 2022 the above named CAROLYN CLOW AND CASSANDRA SUETTINGER by ____________________
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:
HALLIE RAASCH-ONE COMMUNITY BANK

____
*
Notary Public, State of __________
My Commission is permanent. (If not, state expiration date: __________ , ______ .)

* Names of persons signing in any capacity must be typed or printed below their signature.

SUBORDINATION AGREEMENT

Document Number

KNOW ALL MEN BY THESE PRESENTS THAT, WHEREAS, on the 16th day of DECEMBER , 2019 , LAKESTONE HOLDINGS, LLC

("Borrower"), executed a mortgage to THE VILLAGE OF MCFARLAND

("Lender"), to secure payment of THREE HUNDRED FIFTY THOUSAND AND 00/100

Dollars ($ 350,000.00), which mortgage was recorded in the Office of the Register of Deeds for DANE County, Wisconsin, on DECEMBER 23RD , 2019 , as Document No. 5550749 (the "Original Mortgage") and conveyed the real estate known as:

Lots 1 and 2 of Certified Survey Map No. 15246 recorded in Volume 108 of CSM's on page 272 as Document No. 5528819, being all of Lots 1, 2 and 3 of CSM No. 3119, being located in the SE 1/4 of the NW 1/4 of Section 3, Township 6 North, Range 10 East, in the Village of McFarland, Dane County, Wisconsin.

Recording Area

Name and Return Address

ONE COMMUNITY BANK
733 N MAIN ST
OREGON WI 53575

154/0610-032-7010-1, 154/0610-032-7021-1

Parcel Identification Number (PIN)

(hereinafter referred to as the "Property").

AND WHEREAS, on OCTOBER 28 , 2022 , Borrower granted to ONE COMMUNITY BANK

a mortgage on the Property to secure payment of FOUR HUNDRED THOUSAND AND 00/100 Dollars ($ 400,000.00), which mortgage will be recorded in the Office of the Register of Deeds for DANE County, Wisconsin, on this date or shortly thereafter (the "Subsequent Mortgage").

WHEREAS, Lender has been requested to and has agreed to subordinate the lien of the Original Mortgage to the lien of the Subsequent Mortgage.

NOW, THEREFORE, for a good and valuable consideration, Lender hereby agrees that the lien of the Original Mortgage is subordinate and junior to the lien of the Subsequent Mortgage and that the lien of the Subsequent Mortgage shall also have a prior right over the lien of the Original Mortgage to all awards and payments made as a result of the exercise of the right of eminent domain against the Property, or any part, all rents, income or profits, all compensation received for the taking of the Property, or any part, by condemnation proceedings, all compensation received as damages for injury to the Property, or any part, all proceeds from insurance on improvements to Property, and all proceeds occurring as a result of foreclosure against the Property, including a deed given in lieu of foreclosure.

IN WITNESS WHEREOF, the said officers of Lender have hereunto set their hands and seals this 28TH day of OCTOBER , 2022 .

ACKNOWLEDGMENT

By: ______________________________

* CAROLYN CLOW, VILLAGE PRESIDENT

By: ______________________________

* CASSANDRA SUETTINGER, DEPUTY ADMINISTRATOR/CLERK-TREASURER

STATE OF WISCONSIN)
) ss.
DANE County)

Personally came before me this 28TH day of OCTOBER , 2022 the above named CAROLYN CLOW AND CASSANDRA SUETTINGER by ______________________________ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:
HALLIE RAASCH-ONE COMMUNITY BANK

*
Notary Public, State of ______________________________
My Commission is permanent. (If not, state expiration date: ______________________________ , __________ .)

* Names of persons signing in any capacity must be typed or printed below their signature.

Document Number

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT, WHEREAS, on the 16th day of DECEMBER, 2019, LAKESTONE HOLDINGS, LLC

("Borrower"), executed a mortgage to THE VILLAGE OF MCFARLAND

("Lender"), to secure payment of THREE HUNDRED FIFTY THOUSAND AND 00/100

Dollars ($ 350,000.00), which mortgage was recorded in the Office of the Register of Deeds for DANE County, Wisconsin, on DECEMBER 23RD, 2019, as Document No. 5550749 (the "Original Mortgage") and conveyed the real estate known as:

Lot 1 of Certified Survey Map No. 15246 recorded in Vol. 108 of Certified Survey Maps, on Page 272, as Document No. 5528819, in the Village of McFarland, Dane County, Wisconsin.

Recording Area

Name and Return Address

ONE COMMUNITY BANK
733 N MAIN ST
OREGON WI 53575

154/0610-032-7010-1

Parcel Identification Number (PIN)

(hereinafter referred to as the "Property").
AND WHEREAS, on OCTOBER 21, 2022, Borrower granted to ONE COMMUNITY BANK

a mortgage on the Property to secure payment of TWO MILLION EIGHT HUNDRED THOUSAND AND 00/100 Dollars ($ 2,800,000.00), which mortgage will be recorded in the Office of the Register of Deeds for DANE County, Wisconsin, on this date or shortly thereafter (the "Subsequent Mortgage").

WHEREAS, Lender has been requested to and has agreed to subordinate the lien of the Original Mortgage to the lien of the Subsequent Mortgage.

NOW, THEREFORE, for a good and valuable consideration, Lender hereby agrees that the lien of the Original Mortgage is subordinate and junior to the lien of the Subsequent Mortgage and that the lien of the Subsequent Mortgage shall also have a prior right over the lien of the Original Mortgage to all awards and payments made as a result of the exercise of the right of eminent domain against the Property, or any part, all rents, income or profits, all compensation received for the taking of the Property, or any part, by condemnation proceedings, all compensation received as damages for injury to the Property, or any part, all proceeds from insurance on improvements to Property, and all proceeds occurring as a result of foreclosure against the Property, including a deed given in lieu of foreclosure.

IN WITNESS WHEREOF, the said officers of Lender have hereunto set their hands and seals this 28TH day of OCTOBER, 2022.

ACKNOWLEDGMENT

By: ______________________

* CAROLYN CLOW, VILLAGE PRESIDENT

By: ______________________

* CASSANDRA SUETTINGER, DEPUTY ADMINISTRATOR/CLERK-TREASURER

STATE OF WISCONSIN)
) ss.
DANE County)

Personally came before me this 28TH day of OCTOBER, 2022 the above named CAROLYN CLOW AND CASSANDRA SUETTINGER by ______________________
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:
HALLIE RAASCH-ONE COMMUNITY BANK

*
Notary Public, State of ______________________
My Commission is permanent. (If not, state expiration date: ______________, __________.)

* Names of persons signing in any capacity must be typed or printed below their signature.

ONE COMMUNITY BANK
McFARLAND

October 5th, 2022

Andrew Bremer, AICP, Community & Economic Development Director
Village of McFarland
5915 Milwaukee Street
McFarland, WI 53558

Re: 4721 Farwell St, McFarland, WI ("The Atwater Phase I")

Dear Mr. Bremer,

To facilitate the financing & increasing costs on the Atwater Phase II project (4719 Farwell), One Community Bank has agreed to additional funding, separate from the Phase II construction loan. The additional funding is to be secured by The Atwater Phase I property. This additional funding is as follows:

- $305,000 loan to monetize the pay-go TIF on Phase II
- $400,000 loan to bridge additional construction cost increases related to Phase II.

To proceed with the above, the Bank is requesting the Village to subordinate their current $350,000 2nd mortgage recorded on 4721 Farwell, to both above new mortgages. A title report on 4721 Farwell is included for reference.

If you have any questions, please call me at 608-838-5040. We appreciate the opportunity and look forward to proceeding with the loan transaction.

Sincerely,

Dan Carey
Senior Market President
One Community Bank
608-838-5040

5990 Highway 51
McFarland, WI 53558
P 608-838-3141
onecommunity.bank

Knight Barry TITLE GROUP

Knight Barry Title Services LLC
44 E. Mifflin Street, Suite 101
Madison, WI 53703
(608)255-2700
Fax: (608) 621-2036

LETTER REPORT OF TITLE

File #: 2173508
Revision: 2173508
Refer Inquiries to: Ned Baxter
(ned@knightbarry.com)
Completed on: 09/12/2022 10:58 AM
Last Revised on: 09/13/22 10:31 AM
Printed on: 09/13/2022 10:32 AM

This Letter Report is being distributed to:	Hallie Raasch One Community Bank 733 N Main St Oregon, WI 53575
Date of Report:	**September 9, 2022 at 12:00 AM.** In accordance with your request, we have made a search of the records in the various public offices of Dane County from the date the owner(s) took title through the date of this report and find: title to the property to be in the owner(s) of record set forth below and no change of record during this stated time period except those matters below.
Owner(s) of Record:	Lakestone Holdings LLC, a Wisconsin limited liability company, subject to Ground Lease by and between Lakestone Holdings LLC, a Wisconsin limited liability company and The Atwater LLC, a Wisconsin limited liability company dated February 1, 2020 and recorded on March 17, 2020 as Document No. 5570335.

Property Address:	**4721 Farwell St, McFarland, WI 53558**
Legal Description:	Lot 2 of Certified Survey Map No. 15246 recorded in Vol. 108 of Certified Survey Maps, on Page 272, as Document No. 5528819, in the Village of McFarland, Dane County, Wisconsin.
Tax Key Number:	154-0610-032-7021-1

Values from the tax roll:	Land	Improvements	Total	Fair Market
	$198,500.00	$4,549,900.00	$4,748,400.00	$4,748,400.00

Taxes and Special Assessments

Taxes for the Year 2021 in the amount of $86,338.58 and all prior years are paid.

Judgments and liens

There are no matters to report for this section.

Mortgages, assignments, leases and land contracts

Mortgage from Lakestone Holdings LLC, a Limited Liability Company and The Atwater LLC, a Wisconsin Limited Liability Company to McFarland State Bank in the amount of $5,575,000.00 dated March 5, 2020 and recorded on March 17, 2020 as Document No. 5570336.

Knight Barry Title Services LLC
44 E. Mifflin Street, Suite 101
Madison, WI 53703
(608)255-2700
Fax: (608) 621-2036

Ground Lease by and between Lakestone Holdings LLC, a Wisconsin limited liability company and The Atwater LLC, a Wisconsin limited liability company dated February 1, 2020 and recorded on March 17, 2020 as Document No. 5570335.

Mortgage from Lakestone Holdings, LLC to The Village of McFarland in the amount of $350,000.00 dated December 16, 2019 and recorded December 23, 2019 as Document No. 5550749.

Subordination Agreement was recorded on March 17, 2020 as Document No. 5570339 which makes the mortgages described as Document Nos. 5570334 and 5570336 SUPERIOR to the mortgage described as Document No. 5550749.

Assignment of Leases and Rents executed by March 5, 2020 to Lakestone Holdings LLC, a Limited Liability Company and The Atwater LLC, a Wisconsin Limited Liability Company dated March 5, 2020 and recorded March 17, 2020 as Document No. 5570337.

Collateral Assignment of Lessee's Interest in Ground Lease recorded on March 17, 2020 as Document No. 5570338.

Other matters

There are no matters to report for this section.

Knight Barry
TITLE GROUP

Knight Barry Title Services LLC
44 E. Mifflin Street, Suite 101
Madison, WI 53703
(608)255-2700

SOURCE OF BUSINESS

One Community Bank
733 N Main St
Oregon, WI 53575

FILE #: 2173508
ISSUE DATE: September 13, 2022
PROPERTY: 4721 Farwell St
McFarland, WI 53558
Dane County

DESCRIPTION	AMOUNT
Letter Report Fee	150.00
TOTAL AMOUNT:	**$ 150.00**

Please return a copy of the invoice with remittance.

VILLAGE OF McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, October 25, 2022**

SECTION: **Business**

DEPARTMENT: **Community Development**

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

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

PREVIOUS ACTION:

The Development Incentives TIF Policy Manual & Application was approved in 2017, with some minor amendments in 2019.
October 12, 2022, CDA unanimously recommends approval of the proposed amendments to the TIF Policy Manual and Application.

ISSUE SUMMARY:

The October 6th, 2021 joint meeting with the Village Board indicated a desire to evaluate some potential changes to the Village Tax Increment Financing Development Incentives Application. Some areas for possible consideration include:

- Disclaimer language regarding potential deviations between Village Board approvals and CDA recommendations.
- Adjusting the amount of incentives provided based on the type of financing requested.
- Adjusting the levels of funding provided based on development use/features (e.g. reducing incentives for market-rate multi-family development projects, greater incentives for projects with non-market rate housing, projects with sustainability features, etc.)
- Policies regarding the sale of Village-owned land (e.g. land sales below market value vs. selling land at market value and providing a larger cash incentive at project completion).
- Policies regarding payback period related to TID termination dates.
- Patterns in any past approvals related to any exceptions granted to specific criteria (refer to table in the packet).
- Any desired changes to application review processes.

The purpose of the TIF Development Incentives Policy Manual & Application is to provide developers, Village staff, CDA, and Village Board members with a tool to assist in guiding decisions related to requests for development incentives within Village TIF Districts. This includes guidelines for review procedures and funding criteria. These are considered guidelines and are not strict ordinance provisions under the Village's Municipal Code in order to allow the CDA/Village Board some flexibility given the fact that each request includes a unique set of circumstances and redevelopment objectives and benefits to the Village.

The CDA met on November 3rd, 2021 to generally discuss these topics. Members concurred they wanted to keep the option of selling Village owned property at less than market rate as this provides an additional development incentive. Members also discussed considering using a tier approached to considering development incentives for mixed-use development, affordable multi-family housing development, and market-rate multi-family development. Members also concurred they would like to see more options for encouraging sustainability features (e.g. solar, EV charging stations, etc.) rather then requiring these features as a prerequisite for receiving development incentives. Members also desired to provide clarity regarding how development incentives are approached from multi-phased projects.

The CDA met on February 2nd, 2022 to review the first draft of the proposed changes to the TIF Development Incentives Policy Manual and Application. General discussion included further clarifying maximum funding levels for market rate multi-family housing and merit based adjustment, considerations for the length of time a property has been blighted as additional justification for meeting the "but for" test, and other minor amendments. The CDA met on April 6th, 20022 to review a second draft of the proposed changes to the TIF Development Incentives Policy Manual and Application. Discussion included the need to further define policy manual terms including "sustainable development", "quality jobs", "multi-modal transportation", "placemaking amenities" and whether merit based adjustments to the maximum assistance are in addition to standard maximum assistance criteria. The CDA met on July 13th, 2022 to review a third draft of the proposed changes, with only a few minor amendments proposed, highlighted in yellow in the latest copy. The CDA and Village Board held a joint meeting on September 14th, 2022 to review a fourth draft of the proposed changes.

The packet includes the fifth version of the proposed changes to the TIF Development Incentives Policy Manual and Application with all prior amendments in redline form. Changes from the fourth version are highlighted in yellow. The packet also includes a clean version.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
Motion, second to approve amendments to the Village's Tax Increment Financing Development Incentives Policy Manual and Application as presented.

ATTACHMENTS:
1. McFarland_TIF Incentives Policy Manual and Application_10.25.22 DRAFT_redline
2. McFarland_TIF Incentives Policy Manual and Application_10.25.22 DRAFT_clean

TAX INCREMENT FINANCING DEVELOPMENT INCENTIVES POLICY MANUAL

1. PURPOSE

The attached policies, and associated application, have been adopted by the Village of McFarland for the purpose of guiding decisions related to requests for development incentives within ~~Village~~ Tax Increment Financing (TIF) ~~d~~Districts.

2. DISCLAIMER

Requests for TIF incentives are referred to the Village's Community Development Authority (CDA) for a recommendation to the Village Board. The Village Board has the sole authority to make final decisions regarding development incentive applications, which may or may not align with recommendations provided by the CDA. ~~The authority to make decisions regarding the use of TIF funds is vested solely in the Village Board of the Village of McFarland.~~ This policy manual and associated application have been prepared by the Village to provide both Village Officials and applicants a consistent process ~~and set of criteria~~ for reviewing requests for TIF ~~assistance~~incentives. The ~~actual~~ amount and form of payment of TIF ~~assistance~~ incentives provided to a project will be determined at the discretion of the Village Board on the basis of applicant's demonstrated project need and "but for" requirements, existing and projected TID revenues, level of investment risk to the Village, quality of the proposed development, ~~need, risk, project characteristics,~~ applicant qualifications, and the degree to which the project meets the public objectives of the Village described in Section 3 General Objectives and Section 6 ~~Evaluation Criteria~~Qualifications.

~~The Village Board reserves the right to amend or adjust these policies, and recommend any project the Village Board deems to be in the best interests of the Village of McFarland.~~ Variations from this policy manual may be considered for projects that provide extraordinary benefits to the community in terms of blight elimination and infill development, increases in property tax base, job creation or retention, improvements to public infrastructure, providing mixed-use development, providing affordable housing, providing sustainable development, providing businesses and services in high demand by McFarland residents, or other advantages to the McFarland economy/community. The Village Board also ~~reserves the right to~~may reject any and all applications, even those which satisfy all of the attached ~~criteria~~ qualifications for the use of TIF for any reason whatsoever, without regard for the viability of the project. The Village will provide the applicant with reasons for rejecting the application. Examples why a project may be rejected include but are not limited to: the Village/TID's own financial capacity to fund the project, the scale of the project is too small, the project results in minimal public benefits or services to McFarland residents, extent by which ~~failure to meet one or more~~ evaluation ~~criteria~~qualifications are met, other existing Village, County or State funding programs are available for the proposed project, the project results in a tax exempt property, etc.

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

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

- ✓ Eliminating blight, unhealthy, or unsafe conditions
- ✓ ~~Strengthening the employment and economic base of the Village~~Fostering the creation and retention of quality jobs (generally defined as jobs with an annual income or hourly rate at or exceeding the Per Capita Income of the Village as described in the most recent American Community Survey or other source).
- ✓ Increasing property values and tax revenues
- ✓ Fostering rehabilitation and conservation activities

- ✓ ~~Installing, constructing, or reconstructing~~Improving Village infrastructure, including utilities, streetscaping and multi-modal transportation options (generally defined as road, rail, transit, bicycle, and pedestrian infrastructure) ~~community amenities or utilities~~
- ✓ Implementing plans and development strategies adopted by the Village
- ✓ Providing high-quality affordable housing that can close the housing affordability gap (generally defined as housing units that are restricted to households with annual income at or below 60% of the Dane County Median Income. Visit www.wheda.com for more information on income limits for the current year.)

~~Implementing high-quality site and building designs and materials~~

- ✓ Providing high-quality site & building designs and materials exceeding minimum zoning or building requirements, including placemaking amenities (generally defined as the inclusion of site or building amenities, exceeding minimum zoning or building requirements, that enhance the developments uniqueness, sense of place, and amenities for occupants, employees, or the public)
- ✓ Providing sustainable or green building and site development features (generally defined as the inclusion of solar, wind or geothermal energy systems, EV charging stations, LEED certified buildings, structured parking that maximizes the density on a site, green roofs that include gardens that can capture and retain stormwater, blue roofs that capture and store stormwater to mitigate runoff effects, under-parking water retention systems that capture and store stormwater to mitigate runoff effects, impervious pavement, or other stormwater management best practices that are above minimum zoning and building requirements)
- ✓ Providing infill development or serving as a catalyst for the (re)development of other adjacent properties

4. ELIGIBLE COSTS, PROJECT TYPES & PHASES

Eligible Costs. Allowable uses of TIF development incentives may include, but are not limited to:

- ✓ Land acquisition ~~and surveying~~
- ✓ Environmental audits or remediation
- ✓ Rehabilitation of existing structures and utilities (interior or exterior)
- ✓ Demolition of buildings, remediation of soils, and site grading to bring sites to shovel ready status
- ✓ Construction costs of new building and utility improvements (interior or exterior)
- ✓ Installation of solar and geothermal energy systems, EV charging stations, or similar renewable energy improvements, sustainable building designs and green infrastructure site amenities
- ✓ Site improvements (parking, landscaping, lighting, stormwater, signage, placemaking amenities, etc.)
- ✓ Planning, surveying, legal, engineering, architectural, financing, permit costs and reasonable developer fees

Eligible Development Projects. Eligible development projects include those consisting of industrial, commercial, mixed-use, market rate multi-family residential (3+ units), or affordable housing developments within the boundaries of Village TIF districts.

Multi-Phased Development Projects. When a project involves multiple phases of new building construction, applicants may apply for TIF development incentives for each phase of development. The maximum amount of assistance, any merit-based adjustments, and payback qualifications under Section 6, will be evaluated individually for each phase at the time of submittal of the development incentives application. Where a development project is anticipated to be built in multiple phases, applicants shall provide general development plans at the time the first phase is under review in accordance with zoning requirements. Applicants are further encouraged to discuss with the Village the intent to apply for additional development incentives for future development phases. In cases where projects are buildout, but later expanded to add additional phases not original conceived, any requests for development incentives will be evaluated individually for the additional phases.

5. METHODS OF FINANCING & PROJECT COMPLETION ASSURANCES

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

- Pay-As-You-Go (Developer Financed Loan): Under a pay-as-you-go incentive the applicant finances the upfront costs related to the construction project and the Village agrees to make an annual payment back to the applicant starting with the first year the Village receives taxes from the improved property (i.e., two years after project completion). The terms of the annual payment are subject to the development agreement negotiated and signed by both parties. The terms are typically represented as a percentage of the annual tax increment collected over a set period of years (e.g., 90% of the actual tax increment collect over 10 years or until the total requested financing amount has been reached, whichever comes first, provided the TID hasn't closed).

- Tax Increment Loan at Occupancy. The Village may provide financing in the form of a tax increment loan at occupancy. Under this form of financing the Village provides a cash payment at the time ~~(e.g. within 60 days)~~ the ~~proposed~~ applicant completes the project (~~i.e~~e.g., within 60 days of ~~-~~ receiving~~es~~ a building occupancy permit from the Village). The Village reserves the right to withhold a percentage of the TIF assistance until all landscaping or other site features have ~~has~~ been installed on the property in accordance with approved site plans, even if the Village has issued the building occupancy permit. The loan is paid back through future tax increments generated from the project based on the terms of the development agreement with the applicant. The Village reserves the right to include interest on the loan as part of the Payback Period qualifications.

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

Other forms of incentives:

- Traditional Loan. The Village may provide financing in the form of a loan at project start (e.g., after completion of the development agreement and within 60 days of receiving all necessary building permits). The terms of the loan (i.e., interest rate, amortization schedule, collateral) will be negotiated as part of the development agreement. The Village may also consider the use of no-interest loans or loans with forgivable payments (e.g., waiving a final payment) to provide an additional incentive to the applicant based on the merits of the proposed project. The use of future tax increments generated from the project to pay back the loan from the Village is not applicable. ~~Examples of this type of financing are usually part of a community façade improvement revolving loan program.~~ This type of financing is generally best suited for improvement projects that may generate minimal, or no tax increment value, yet provides other community benefits (e.g., installation of solar panels to an existing business, roof, sign or façade maintenance, etc.).

- Land Donations or Write-Down. Where the project involves the sale of Village property, the Village may provide a development incentive through the sale of property at less than market value. The Village reserves the right to include the value of any donated lands, or write downs, as part of the maximum assistance qualification.

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

6. ~~EVALUATION CRITERIA – DEVELOPMENT INCENTIVE~~ QUALIFICATIONS

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

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

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

- ☐ "But For" ~~Criteria~~: The applicant must demonstrate to the Village's satisfaction that "but for" the TIF assistance, the project is not financially feasible on the proposed site, or would occur to a lesser extent or timeframe, and that the public benefits described in Section 3 General Objectives would not be achieved but for the development incentive. The burden is on the requesting party to prove that the proposed project would not be feasible without TIF assistance. Every other financial alternative should be explored prior to the use of TIF, including equity participation, other federal and state funds, tax credits, loans, etc.

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

- ☐ Maximum Assistance ~~Criteria[1]~~: The amount of TIF assistance is based on the demonstrated needs (financial gap) of the project. Where feasible, TIF assistance should be in the form of "pay-as-you-go". As further inducement to utilize TIF financing payment forms that reduce the overall risk to the TIF Districts, and achieve higher community and economic development goals, the Village has developed the following guidelines for the maximum amount of assistance based on funding format and project type. The amount of TIF assistance should still be limited to the amount necessary to make a project competitive with other similar projects in the McFarland market area, versus simply the maximums percentages provided below~~The total amount of TIF assistance in support of a project is based on the form of incentives requested as described below and the overall value of the project to the community~~. For applicants requesting a combination of financing (~~e.g.~~e.g., pay-go and tax increment loan at occupancy) the maximum amount of assistance shall not exceed ~~30~~30% of the estimated total project costs, unless further adjusted for merit considerations below, with the final percentage within each form of financing determined by the Village Board. The Village at its discretion may include in the total percentage of project costs other costs incurred by the Village in support of creating the TID and bringing the subject property to shovel ready status (~~e.g.~~e.g., prior land acquisition costs, environmental remediation costs, public works costs, etc.).

  - ☐ For Pay-As-You-Go (Developer Financed) Agreements, the maximum amount of assistance is capped at ~~30~~30% of the estimated total project costs, for industrial, commercial, mixed-use, and affordable housing developments and 25% for market rate multi-family housing (non-mixed-use buildings).~~.~~

  - ☐ For Tax Increment Loan at Occupancy Agreements, the maximum amount of assistance is capped at 20% of the estimated total project costs, for industrial, commercial, mixed-use, and affordable housing developments and 15% for market rate multi-family housing (non-mixed-use buildings).

  - ☐ For Tax Increment Loan at Project Start Agreements, the maximum amount of assistance is capped at 10% of the estimated total project costs, for industrial, commercial, mixed-use, and affordable housing developments and 5% for market rate multi-family housing (non-mixed-use buildings).

  - ☐ For Traditional Loan Agreements, the maximum amount of assistance is capped at 20% of the estimated total project costs.

Merit Based Adjustments to Maximum Assistance. In recognition of the Village's goals and priorities for the use of TIF development incentives, the following adjustments to the maximum amount of assistance may be considered provided the total amount of incentives can be recovered prior to closure of the TID:

- ☐ Affordable Housing. For projects involving the construction of affordable housing units, the maximum amount of assistance may be increased by 5% provided at least 20% of all units in a development must be reserved for households at or below 50% of the area median income, or at least 40% of all units must be reserved for households at or below 60% of the area median income, for a minimum of 30 years, or as determined through the development agreement. In lieu of providing any applicable partial or full waivers of impact fees under the Municipal Code for affordable housing projects, the Village may elect to increase the amount of TIF assistance in lieu of providing a partial or full impact fee waiver.
- ☐ Renewable Energy Systems & EV Charging Stations. For projects involving the installation of renewable energy systems, the maximum amount of assistance may be increased by 5%, or 25% of the net cost of the renewable energy installation after applicable federal tax credits and grants, whichever is less. To be eligible, the renewable energy system must provide for at least 50% of the total electrical or natural gas consumed by the development, or a minimum of 20% of the parking spaces must be electric vehicle (EV) installed with a Level 2 or 3 charging station. Electric vehicle includes a battery electric vehicle or a plug in hybrid electric vehicle.

Note, the maximum amount of assistance, excluding any merit-based adjustments, are further subject to adjustments in order to meet the Payback Period qualification.

- ☐ Payback Period ~~Criteria[1]~~: All requests for TIF assistance will be required to demonstrate that the tax increment estimated to be generated by the project will be sufficient to payback any TIF assistance provided by the Village (including applicable interest expenses) in support of the project according to the following terms:
  - ☐ For Pay-As-You-Go (Developer Financed) Agreements. Payments to the Developer shall commence with the first year in which the Village receives tax increment from the completed project and continue no longer than the year in which the applicable TID terminates, or until the maximum amount of assistance is reached, whichever comes first. In addition, the annual amount of tax increment applied toward retirement of the developer loan shall not exceed 90% of the actual annual amount of tax increment collected from the project, unless a higher percentage is granted by the Village Board.
  - ☐ For Tax Increment Loan at Occupancy Agreements. Within 12 years starting with the year the loan is ~~obtained~~dispersed (i.e., within 10 years of tax increment collection from the development). For example, development construction completed in 2022 will be first valued as of January 1, 2023, with first incremental taxes collected in 2024 through 2033, or 10 years of collection ~~and no longer then the year in which the applicable TID terminates~~. In cases where the applicable TIF district has less than 12 years remaining, the Village may extrapolate whether the tax increment from the proposed development would be sufficient to retire the tax increment loan provided the TIF district would have 12 years remaining life and provided the TIF district has sufficient existing or projected fund revenues to offset any tax increment from the development project that can't be collected within 12 years due to closure of the TID.
  - ☐ For Tax Increment Loan at Project Start Agreements. Within 7 years starting with the year the loan is ~~obtained~~dispersed ~~and no longer then the year in which the applicable TID Expenditure Period ends.~~(i.e.' within 5 years of tax increment collection from the development). For example, development construction completed in 2022 will be first valued as of January 1, 2023, with first incremental taxes collected in 2024 through 2028, or 5 years of collection. In cases where the applicable TIF district has less than 7 years remaining, the Village may extrapolate whether the tax increment from the proposed development would be sufficient to retire the tax increment loan

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

provided the TIF district would have 7 years remaining life and provided the TIF district has sufficient existing or projected fund revenues to offset any tax increment from the development project that can't be collected within 7 years due to closure of the TID.

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

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

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

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

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

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

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

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

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

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

7. APPLICATION PROCEDURE

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

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

- ☐ ~~Plan Commission Referral~~Preapplication Meetings (Non-mandatory). Applicants are encouraged to meet with ~~may be referred to~~ the Community Development Authority (CDA), and/or the Village's Plan Commission, for a preapplication meeting to discuss the proposed project in order to gain better insight on how to design the project to meet the Village's TIF development incentives policies, planning objectives, and ~~and~~ applicable zoning permit requirements. Note, it is not the intent of the Plan Commission to make recommendations regarding the financing requested, only design aspects of projects. Feedback provided by the CDA and Plan Commission is non-binding.

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

- ☐ Fees and Escrow Deposit. A nonrefundable processing fee in the amount of $~~250~~ 500 per application must be submitted with the application. In addition, the applicant will be required to submit an initial escrow deposit in the amount of $~~2,500~~5,000 per application~~, with addition $2,500 increment payments as needed,~~ to reimburse fees for professional services incurred by the Village related to the review of the application ~~or~~ and development agreement. If additional expenses are incurred beyond the $5,000 the applicant shall be notified in writing and the applicant will be required to deposit additional funds upon notice. These application fees and escrow deposits are in addition to those fees and escrow deposits required for zoning permit approvals.

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

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

- ☐ ~~Community Development Authority~~CDA TIF Application Recommendation. ~~Within 30 days of receiving the staff report the TIF application shall be reviewed by the Village Community Development Authority (CDA), unless a delay is requested by the applicant~~Upon completion of staff review, the application and associated staff report, will be scheduled for the next available CDA meeting. The applicant will be notified of the date of the meeting(s)[2] in which the application is reviewed. Applicants, or their agents, will be required to be present at the CDA meeting to answer questions regarding the proposed project. The CDA will make a recommendation to the

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

Village Board to approve, approve with conditions, deny the application, or ~~table~~ postpone action on the application pending further discussion or information by the applicant.

☐ Village Board Preliminary Approval of TIF Application. The application will be reviewed by the Village Board at its next scheduled meeting following action by the CDA. The applicant will be notified of the date of Village Board meeting(s)[2] in which the application is reviewed. Applicants, or their agents, will be required to be present at the Village Board meeting to answer questions regarding the proposed project. ~~The Village Board at their discretion may refer the matter to another Village committee for recommendation or may hold a public hearing.~~ The Village Board may approve, approve with conditions, deny the application, or ~~table~~ postpone the application pending further discussion or information by the applicant. The Village Board may also refer the matter back to the CDA, or another Village committee, for further consideration. *Note, at this stage in the process the Village Board may make a determination as to whether to provide TIF assistance, a maximum amount of assistance, the form of incentives, and required assurances. These decision points will provide parameters for Village Staff and the applicant to ~~negotiate a~~ draft a ~~t D~~Development Agreement for future consideration by the Village Board.*

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

☐ Financial Background Review. Village Staff, or the Village Attorney, may complete an additional financial background review of the applicant. The applicant shall work in good faith to provide financial background materials requested by the Village, including but not limited to, commercial loan commitments, credit reports, personal and business financial statements and tax returns for at least the last two years.

☐ CDA Recommendation on Development Agreement. The CDA will meet[2] to provide a recommendation to the Village Board regarding the Development Agreement.

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

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

Planning & Zoning Permits

Development projects are also subject to separate planning and zoning permit reviews by the Plan Commission and Village Board as applicable. Typically, these reviews will occur concurrently with the review of the TIF application. Approval processes, required permits, and meeting schedules can be reviewed during the Initial Staff Consultation.

Amendments to Existing TIF Development Agreements

Where the developer has identified a need to make a minor amendment to an existing TIF development agreement (e.g. loan subordination requests, or adjustments to terms unrelated to additional proposed development), said requests shall be submitted in writing to the Community & Economic Development Director, including those terms proposed for minor amendment and the reason for the request. The minor amendment will be placed on a CDA agenda for discussion and recommendation to the Village Board for action. For amendment requests involving the construction of additional phases of development which include requests for additional TIF incentives (major amendments), the procedures in Section 7 shall be followed. The Community Development Authority shall decide whether a proposed amendment is minor, with appeal made to the Village Board.

Application ID: ___________ (Year) - ________ (#) to be completed by Village ~~Community Development~~ ~~Director~~Staff upon submittal

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

A. APPLICANT INFORMATION

Project Name: ______________________________

Applicant: ______________________________

Mailing Address: ______________________________

Primary Contact: ______________________________ Telephone: ______________

Email: ______________________________ Fax: ______________

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

☐ Corporation ☐ LLC ☐ Partnership ☐ Other: ____________________

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

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

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

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

____

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

Name	Title/Company	Email	Phone #

B. PROPERTY INFORMATION

Parcel(s) Address: ____

Parcel(s) Tax Number: ____

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

If no, current owner is: ____

If no, do you have an agreed upon option to purchase the property? ☐ No ☐ Yes (provide

documentation and note the expiration date here): ____

Total Lot Size: ____________________square feet

Parcel Contains Existing Buildings? ☐ No ☐ Yes

If yes, indicate Total Building Size_____________________sq.ft.

Most recent property assessment (PA):

$________________ Land $ ________________ Improvements $ ________________ Total

Existing Uses: ____

Existing Zoning: _______________________________________

Existing Uses, Adjacent Parcels: _______________N ______________S _______________E _______________W

Existing Zoning, Adjacent Parcels: _______________N _______________S _______________E _______________W

Will a zoning change be requested? ☐ No ☐ Yes

If yes, indicate new zoning ____

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

____

Existing Mortgage Holder: ____

Contact Person & Phone Number: ____

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

If yes, explain: ____

C. PROJECT/BUSINESS INFORMATION

~~The proposed project is~~Proposed Use (check all that apply): ☐ Industrial~~An Improvement to Existing Business~~ ☐ Commercial~~A New Business(s)~~
☐ Mixed-Use~~Business Relocation~~

☐ ~~Residential Development~~Market Rate Multi-Family Development ☐ ~~Other~~Affordable Housing

Project Description. ~~Include any plans or illustrations prepared for the project, if available~~Provide a description of the project. ~~At a minimum~~Where applicable, a concept site plan and architectural building elevations shall be submitted with the application. ~~.~~Applicants may supplement these materials by including a portfolio of similar/past projects.

Will the project incorporate any renewable energy systems, "sustainability" or "green design" concepts? Describe.

Will the project incorporate any exterior art or placemaking amenities? Describe.

Current annual revenue: $________________ Estimated annual revenue: $________________

Current annual expenses: $________________ Estimated annual expenses: $________________

Cap rate: ________________

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

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

Describe the project schedule.

Final Plan/Specification Preparation Date: ______________________________

Preliminary Construction Start Date: __________________________________

Preliminary Construction Completion Date: _____________________________

Date Occupied or Opened: ____

Number of principal buildings: ____________________ Estimated total building square footage: ~~and estimated square footage:~~ ____

Estimated equalized assessed valuation after project completion (EAV)

$ ____________ Land $ ____________ Improvements $ _____________ Total

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

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

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

Additional increment (B-A) = $________________________________

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

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

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

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

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

____

____

Who will own and operate the developed property? ____

Do similar businesses/uses already exist in McFarland?

☐ No ☐ Yes, If yes, indicate ____

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

____

____

____

____

Current and Created Jobs by Annual Wage Range (Full Time ≥ 30 hrs/week). Applicant may also provide a list of employment positions and wages.

~~$0~~ $19,000 or less

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

$20,000-$39,000

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

$40,000-$59,000

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

$60,000-$79,000

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

$80,000 or more

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

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

Minimum hourly wage rate (not including benefits) $ ______________________

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

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

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

____

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

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

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

D. TIF REQUEST

State the total amount of TIF assistance being requested: $____

State the form of incentives requested:

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

☐ Tax Increment Loan at Project Start ☐ Other ____

State the need and justification for TIF assistance. Explain how the applicant intends to demonstrate compliance with the "but for" test. Provide a 10-year projected cash flow pro forma for the project showing revenues, expenses, net operating income, and the anticipated rate of return with and without TIF assistance. Substantiate that other alternative methods of financing have been thoroughly explored. The burden is on the requesting party to prove that the proposed project would not be feasible without TIF assistance. Every other financial alternative should be explored prior to the use of TIF, including equity participation, other federal and state funds, tax credits, loans, etc.

Identify any Merit Based Adjustments to Maximum Assistance and how the project qualifies:

☐ Affordable Housing ☐ Renewable Energy Systems

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

☐ Land Acquisition~~/Survey~~ ☐ Environmental Audits ☐ Surveying/Site Grading

☐ Demolition/Remediation ☐ New Construction ☐ Rehabilitation/Expansion

☐ Utility Improvements ☐ Streets/Parking/Access ☐ Landscaping/Recreation/Conservation

☐ ~~Recreation/Conservation~~Renewable Energy Systems ☐ ~~Professional Services~~Exterior Art/Place Making Amenities ☐ Financing Costs

☐ Professional Fees ☐ Other

E. PROJECT BUDGET AND FINANCIAL STRATEGY

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

Project Costs	Amount ($)	Source(s) of Financing
Property Acquisition*		
Environmental ~~testing/remediation~~Audits		
Site Grading/Soil Remediation		
Demolition/Remediation		
Construction of ~~new~~ New ~~building~~Building(s)		
Renovation of Existing Structures		
~~Site Improvements~~Utility Improvements (water, sewer, storm, etc.)		
~~Renovation of existing structures~~Streets/Parking/Access		
Landscaping/Recreation/Conservation		
Renewable Energy Systems		
~~Cost of installation of machinery/equipment~~Exterior Art/Placemaking Amenities		
Architectural/Engineering/Surveying fees		
Legal & other professional fees		

Permit fees		
Financing fees		
Developer fees		
Other (please specify)		
Total Project Costs		

*If land will be purchased for the project, please describe the purchase price, and supply any appraisal or other documentation available that provides information relating to the fair market value of the property.

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

Lender for Project if in addition to the Village: ______________________________

Officer________________________Phone__________Email__________________

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

Grant Sources: ____________________ Grant Amount: ________________

Grant Officer:________________Phone__________Email__________________

Application Status: ______________________________

Date of Grant Announcement: ________________

F. APPLICANT CERTIFICATION AND ACKNOWLEDGEMENT

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

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

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

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

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

Applicant ____ Title __________________________

Signature ____ Date __________________________

Return To:

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

TAX INCREMENT FINANCING DEVELOPMENT INCENTIVES POLICY MANUAL

1. PURPOSE

The attached policies, and associated application, have been adopted by the Village of McFarland for the purpose of guiding decisions related to requests for development incentives within Tax Increment Financing (TIF) Districts.

2. DISCLAIMER

Requests for TIF incentives are referred to the Village's Community Development Authority (CDA) for a recommendation to the Village Board. The Village Board has the sole authority to make final decisions regarding development incentive applications, which may or may not align with recommendations provided by the CDA. This policy manual and associated application have been prepared by the Village to provide both Village Officials and applicants a consistent process for reviewing requests for TIF incentives. The amount and form of payment of TIF incentives provided to a project will be determined at the discretion of the Village Board on the basis of applicant's demonstrated project need and "but for" requirements, existing and projected TID revenues, level of investment risk to the Village, quality of the proposed development, applicant qualifications, and the degree to which the project meets the public objectives of the Village described in Section 3 General Objectives and Section 6 Qualifications.

Variations from this policy manual may be considered for projects that provide extraordinary benefits to the community in terms of blight elimination and infill development, increases in property tax base, job creation or retention, improvements to public infrastructure, providing mixed-use development, providing affordable housing, providing sustainable development, providing businesses and services in high demand by McFarland residents, or other advantages to the McFarland economy/community. The Village Board also may reject any and all applications, even those which satisfy all of the attached qualifications for the use of TIF for any reason whatsoever, without regard for the viability of the project. The Village will provide the applicant with reasons for rejecting the application. Examples why a project may be rejected include but are not limited to: the Village/TID's own financial capacity to fund the project, the scale of the project is too small, the project results in minimal public benefits or services to McFarland residents, extent by which evaluation qualifications are met, other existing Village, County or State funding programs are available for the proposed project, the project results in a tax exempt property, etc.

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

The general objective of TIF incentives is to stimulate (re)development of vacant, underutilized or blighted properties within the boundaries of Village TIF districts. While TIF is an important and useful economic development tool, it is essential that it be used appropriately to accomplish the Village's economic development goals and objectives. A fundamental principle of TIF is that it is designed to encourage development that would not otherwise occur or would occur to a lesser extent, timeline, or quality under minimum zoning and building codes, "but for" the assistance provided through TIF incentives. It is the policy of the Village Board to consider the judicious use of TIF incentives for those projects that demonstrate a significant public benefit by achieving one or more objectives:

- ✓ Eliminating blight, unhealthy, or unsafe conditions
- ✓ Fostering the creation and retention of quality jobs (generally defined as jobs with an annual income or hourly rate at or exceeding the Per Capita Income of the Village as described in the most recent American Community Survey or other source).
- ✓ Increasing property values and tax revenues
- ✓ Fostering rehabilitation and conservation activities
- ✓ Improving Village infrastructure, including utilities, streetscaping and multi-modal transportation options (generally defined as road, rail, transit, bicycle, and pedestrian infrastructure)
- ✓ Implementing plans and development strategies adopted by the Village
- ✓ Providing high-quality affordable housing that can close the housing affordability gap (generally defined as housing units that are restricted to households with annual income at or below 60% of the Dane County Median Income. Visit www.wheda.com for more information on income limits for the current year.)

- ✓ Providing high-quality site & building designs and materials exceeding minimum zoning or building requirements, including placemaking amenities (generally defined as the inclusion of site or building amenities, exceeding minimum zoning or building requirements, that enhance the developments uniqueness, sense of place, and amenities for occupants, employees, or the public)
- ✓ Providing sustainable or green building and site development features (generally defined as the inclusion of solar, wind or geothermal energy systems, EV charging stations, LEED certified buildings, structured parking that maximizes the density on a site, green roofs that include gardens that can capture and retain stormwater, blue roofs that capture and store stormwater to mitigate runoff effects, under-parking water retention systems that capture and store stormwater to mitigate runoff effects, impervious pavement, or other stormwater management best practices that are above minimum zoning and building requirements)
- ✓ Providing infill development or serving as a catalyst for the (re)development of other adjacent properties

4. ELIGIBLE COSTS, PROJECT TYPES & PHASES

Eligible Costs. Allowable uses of TIF development incentives may include, but are not limited to:

- ✓ Land acquisition
- ✓ Environmental audits or remediation
- ✓ Rehabilitation of existing structures and utilities (interior or exterior)
- ✓ Demolition of buildings, remediation of soils, and site grading to bring sites to shovel ready status
- ✓ Construction costs of new building and utility improvements (interior or exterior)
- ✓ Installation of solar and geothermal energy systems, EV charging stations, or similar renewable energy improvements, sustainable building designs and green infrastructure site amenities
- ✓ Site improvements (parking, landscaping, lighting, stormwater, signage, placemaking amenities, etc.)
- ✓ Planning, surveying, legal, engineering, architectural, financing, permit costs and reasonable developer fees

Eligible Development Projects. Eligible development projects include those consisting of industrial, commercial, mixed-use, market rate multi-family residential (3+ units), or affordable housing developments within the boundaries of Village TIF districts.

Multi-Phased Development Projects. When a project involves multiple phases of new building construction, applicants may apply for TIF development incentives for each phase of development. The maximum amount of assistance, any merit-based adjustments, and payback qualifications under Section 6, will be evaluated individually for each phase at the time of submittal of the development incentives application. Where a development project is anticipated to be built in multiple phases, applicants shall provide general development plans at the time the first phase is under review in accordance with zoning requirements. Applicants are further encouraged to discuss with the Village the intent to apply for additional development incentives for future development phases. In cases where projects are buildout, but later expanded to add additional phases not original conceived, any requests for development incentives will be evaluated individually for the additional phases.

5. METHODS OF FINANCING & PROJECT COMPLETION ASSURANCES

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

- Pay-As-You-Go (Developer Financed Loan): Under a pay-as-you-go incentive the applicant finances the upfront costs related to the construction project and the Village agrees to make an annual payment back to the applicant starting with the first year the Village receives taxes from the improved property (i.e., two years after project completion). The terms of the annual payment are subject to the development agreement negotiated and signed by both parties. The terms are typically represented as a percentage of the annual tax increment collected over a set period of years (e.g., 90% of the actual tax increment collect over 10 years or until the total requested financing amount has been reached, whichever comes first, provided the TID hasn't closed).

- <u>Tax Increment Loan at Occupancy</u>. The Village may provide financing in the form of a tax increment loan at occupancy. Under this form of financing the Village provides a cash payment at the time the applicant completes the project (e.g., within 60 days of receiving a building occupancy permit from the Village). The Village reserves the right to withhold a percentage of the TIF assistance until all landscaping or other site features have been installed on the property in accordance with approved site plans, even if the Village has issued the building occupancy permit. The loan is paid back through future tax increments generated from the project based on the terms of the development agreement with the applicant. The Village reserves the right to include interest on the loan as part of the Payback Period qualifications.

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

Other forms of incentives:

- <u>Traditional Loan</u>. The Village may provide financing in the form of a loan at project start (e.g., after completion of the development agreement and within 60 days of receiving all necessary building permits). The terms of the loan (i.e., interest rate, amortization schedule, collateral) will be negotiated as part of the development agreement. The Village may also consider the use of no-interest loans or loans with forgivable payments (e.g., waiving a final payment) to provide an additional incentive to the applicant based on the merits of the proposed project. <u>The use of future tax increments generated from the project to pay back the loan from the Village is not applicable</u>. This type of financing is generally best suited for improvement projects that may generate minimal, or no tax increment value, yet provides other community benefits (e.g., installation of solar panels to an existing business, roof, sign or façade maintenance, etc.).

- <u>Land Donations or Write-Down</u>. Where the project involves the sale of Village property, the Village may provide a development incentive through the sale of property at less than market value. The Village reserves the right to include the value of any donated lands, or write downs, as part of the maximum assistance qualification.

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

6. QUALIFICATIONS

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

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

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

- ☐ "But For": The applicant must demonstrate to the Village's satisfaction that "but for" the TIF assistance, the project is not financially feasible on the proposed site, or would occur to a lesser extent or timeframe, and that the public benefits described in Section 3 General Objectives would not be achieved but for the development incentive. The burden is on the requesting party to prove that the proposed project would not be feasible without TIF assistance. Every other financial alternative should be explored prior to the use of TIF, including equity participation, other federal and state funds, tax credits, loans, etc.

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

- ☐ Maximum Assistance: The amount of TIF assistance is based on the demonstrated needs (financial gap) of the project. Where feasible, TIF assistance should be in the form of "pay-as-you-go". As further inducement to utilize TIF financing payment forms that reduce the overall risk to the TIF Districts, and achieve higher community and economic development goals, the Village has developed the following guidelines for the maximum amount of assistance based on funding format and project type. The amount of TIF assistance should still be limited to the amount necessary to make a project competitive with other similar projects in the McFarland market area, versus simply the maximums percentages provided below. For applicants requesting a combination of financing (e.g., pay-go and tax increment loan at occupancy) the maximum amount of assistance shall not exceed 30% of the estimated total project costs, unless further adjusted for merit considerations below, with the final percentage within each form of financing determined by the Village Board. The Village at its discretion may include in the total percentage of project costs other costs incurred by the Village in support of creating the TID and bringing the subject property to shovel ready status (e.g., prior land acquisition costs, environmental remediation costs, public works costs, etc.).

    - ☐ For Pay-As-You-Go (Developer Financed) Agreements, the maximum amount of assistance is capped at 30% of the estimated total project costs, for industrial, commercial, mixed-use, and affordable housing developments and 25% for market rate multi-family housing (non-mixed-use buildings).
    - ☐ For Tax Increment Loan at Occupancy Agreements, the maximum amount of assistance is capped at 20% of the estimated total project costs, for industrial, commercial, mixed-use, and affordable housing developments and 15% for market rate multi-family housing (non-mixed-use buildings).
    - ☐ For Tax Increment Loan at Project Start Agreements, the maximum amount of assistance is capped at 10% of the estimated total project costs, for industrial, commercial, mixed-use, and affordable housing developments and 5% for market rate multi-family housing (non-mixed-use buildings).
    - ☐ For Traditional Loan Agreements, the maximum amount of assistance is capped at 20% of the estimated total project costs.

  Merit Based Adjustments to Maximum Assistance. In recognition of the Village's goals and priorities for the use of TIF development incentives, the following adjustments to the maximum amount of assistance may be considered provided the total amount of incentives can be recovered prior to closure of the TID:

- ☐ Affordable Housing. For projects involving the construction of affordable housing units, the maximum amount of assistance may be increased by 5% provided at least 20% of all units in a development must be reserved for households at or below 50% of the area median income, or at least 40% of all units must be reserved for households at or below 60% of the area median income, for a minimum of 30 years, or as determined through the development agreement. In lieu of providing any applicable partial or full waivers of impact fees under the Municipal Code for affordable housing projects, the Village may elect to increase the amount of TIF assistance in lieu of providing a partial or full impact fee waiver.

- ☐ Renewable Energy Systems & EV Charging Stations. For projects involving the installation of renewable energy systems, the maximum amount of assistance may be increased by 5%, or 25% of the net cost of the renewable energy installation after applicable federal tax credits and grants, whichever is less. To be eligible, the renewable energy system must provide for at least 50% of the total electrical or natural gas consumed by the development, or a minimum of 20% of the parking spaces must be electric vehicle (EV) installed with a Level 2 or 3 charging station. Electric vehicle includes a battery electric vehicle or a plug in hybrid electric vehicle.

Note, the maximum amount of assistance, excluding any merit-based adjustments, are further subject to adjustments in order to meet the Payback Period qualification.

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

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

  - ☐ For Tax Increment Loan at Occupancy Agreements. Within 12 years starting with the year the loan is dispersed (i.e., within 10 years of tax increment collection from the development). For example, development construction completed in 2022 will be first valued as of January 1, 2023, with first incremental taxes collected in 2024 through 2033, or 10 years of collection. In cases where the applicable TIF district has less than 12 years remaining, the Village may extrapolate whether the tax increment from the proposed development would be sufficient to retire the tax increment loan provided the TIF district would have 12 years remaining life and provided the TIF district has sufficient existing or projected fund revenues to offset any tax increment from the development project that can't be collected within 12 years due to closure of the TID.

  - ☐ For Tax Increment Loan at Project Start Agreements. Within 7 years starting with the year the loan is dispersed (i.e.' within 5 years of tax increment collection from the development). For example, development construction completed in 2022 will be first valued as of January 1, 2023, with first incremental taxes collected in 2024 through 2028, or 5 years of collection. In cases where the applicable TIF district has less than 7 years remaining, the Village may extrapolate whether the tax increment from the proposed development would be sufficient to retire the tax increment loan provided the TIF district would have 7 years remaining life and provided the TIF district has sufficient existing or projected fund revenues to offset any tax increment from the development project that can't be collected within 7 years due to closure of the TID.

  - ☐ For Traditional Loan Agreements. Within 12 years starting with the year the loan is dispersed and no longer than the year in which the applicable TID terminates. Interest shall be charged based on current general obligation loan interest rates from the Wisconsin Board of Commissioners of Public Lands, for the applicable loan term, at the time of Village disbursement of funds, plus 0.15%.

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

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

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

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

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

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

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

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

☐ Application & Fee: A completed application, fee, and escrow have been filed with the Community & Economic Development Department.

7. APPLICATION PROCEDURE

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

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

☐ Preapplication Meetings (Non-mandatory). Applicants are encouraged to meet with the Community Development Authority (CDA), and/or the Village's Plan Commission, for a preapplication meeting to discuss the proposed project in order to gain better insight on how to design the project to meet the Village's TIF development incentives policies, planning objectives, and applicable zoning permit requirements. Note, it is not the intent of the Plan Commission to make recommendations regarding the financing requested, only design aspects of projects. Feedback provided by the CDA and Plan Commission is non-binding.

☐ TIF Application. Application materials, including the required fee and escrow shall be submitted to the Village Community & Economic Development Director who will notify the appropriate Village Staff, Village Attorney or any consultants who provide services to the Village whom are directed by the Village Community & Economic Development Director to review the application.

☐ Fees and Escrow Deposit. A nonrefundable processing fee in the amount of $500 per application must be submitted with the application. In addition, the applicant will be required to submit an initial escrow deposit in the amount of $5,000 per application to reimburse fees for professional services incurred by the Village related to the review of the application and development agreement. If additional expenses are incurred beyond the $5,000 the applicant shall be notified in writing and the applicant will be required to deposit additional funds upon notice. These application fees and escrow deposits are in addition to those fees and escrow deposits required for zoning permit approvals.

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

☐ Staff Review. Village staff, and/or Village consultants, will review the application for eligibility and complete a pro forma analysis of the project. In order to better understand the needs of the project, the applicant or staff may request a meeting(s). Review time will be approximately 30 days from the date the completed application is submitted to the Village; however, more or less time may be required for particular applications. Upon completion of staff review, the application and a supplemental staff report will be submitted to the CDA for recommendation to the Village Board.

☐ CDA TIF Application Recommendation. Upon completion of staff review, the application and associated staff report, will be scheduled for the next available CDA meeting. The applicant will be notified of the date of the meeting(s)[1] in which the application is reviewed. Applicants, or their agents, will be required to be present at the CDA meeting to answer questions regarding the proposed project. The CDA will make a recommendation to the Village Board to approve, approve with conditions, deny the application, or postpone action on the application pending further discussion or information by the applicant.

☐ Village Board Preliminary Approval of TIF Application. The application will be reviewed by the Village Board at its next scheduled meeting following action by the CDA. The applicant will be notified of the date of Village Board meeting(s)[2] in which the application is reviewed. Applicants, or their agents, will be required to be present

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

at the Village Board meeting to answer questions regarding the proposed project. The Village Board may approve, approve with conditions, deny the application, or postpone the application pending further discussion or information by the applicant. The Village Board may also refer the matter back to the CDA, or another Village committee, for further consideration. *Note, at this stage in the process the Village Board may make a determination as to whether to provide TIF assistance, a maximum amount of assistance, the form of incentives, and required assurances. These decision points will provide parameters for Village Staff and the applicant to draft a Development Agreement for future consideration by the Village Board*.

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

☐ Financial Background Review. Village Staff, or the Village Attorney, may complete an additional financial background review of the applicant. The applicant shall work in good faith to provide financial background materials requested by the Village, including but not limited to, commercial loan commitments, credit reports, personal and business financial statements and tax returns for at least the last two years.

☐ CDA Recommendation on Development Agreement. The CDA will meet[2] to provide a recommendation to the Village Board regarding the Development Agreement.

☐ Village Board Final Approval of Development Agreement. The Development Agreement will be considered for approval by the Village Board[2].

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

Planning & Zoning Permits

Development projects are also subject to separate planning and zoning permit reviews by the Plan Commission and Village Board as applicable. Typically, these reviews will occur concurrently with the review of the TIF application. Approval processes, required permits, and meeting schedules can be reviewed during the Initial Staff Consultation.

Amendments to Existing TIF Development Agreements

Where the developer has identified a need to make a minor amendment to an existing TIF development agreement (e.g. loan subordination requests, or adjustments to terms unrelated to additional proposed development), said requests shall be submitted in writing to the Community & Economic Development Director, including those terms proposed for minor amendment and the reason for the request. The minor amendment will be placed on a CDA agenda for discussion and recommendation to the Village Board for action. For amendment requests involving the construction of additional phases of development which include requests for additional TIF incentives (major amendments), the procedures in Section 7 shall be followed. The Community Development Authority shall decide whether a proposed amendment is minor, with appeal made to the Village Board.

Application ID: ___________ (Year) - ________ (#) to be completed by Village Staff upon submittal

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

A. APPLICANT INFORMATION

Project Name: ______________________________

Applicant: ______________________________

Mailing Address: ______________________________

Primary Contact: ______________________________ Telephone: ______________

Email: ______________________________ Fax: ______________

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

☐ Corporation ☐ LLC ☐ Partnership ☐ Other: ____________________

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

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

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

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

____

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

Name	Title/Company	Email	Phone #

B. PROPERTY INFORMATION

Parcel(s) Address: ____

Parcel(s) Tax Number: ____

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

If no, current owner is: ____

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

Total Lot Size: ____________________square feet

Parcel Contains Existing Buildings? ☐ No ☐ Yes

If yes, indicate Total Building Size_____________________sq.ft.

Most recent property assessment (PA):

$________________ Land $ ________________ Improvements $ ________________ Total

Existing Uses: ____

Existing Zoning: ____

Existing Uses, Adjacent Parcels: _______________N ______________S _______________E _______________W

Existing Zoning, Adjacent Parcels: _______________N _______________S _______________E _______________W

Will a zoning change be requested? ☐ No ☐ Yes

If yes, indicate new zoning ____

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

____

Existing Mortgage Holder: ____

Contact Person & Phone Number: ____

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

If yes, explain: ____

C. PROJECT/BUSINESS INFORMATION

Proposed Use (check all that apply): ☐ Industrial ☐ Commercial ☐ Mixed-Use

☐ Market Rate Multi-Family Development ☐ Affordable Housing

Project Description. Provide a description of the project. Where applicable, a concept site plan and architectural building elevations shall be submitted with the application. Applicants may supplement these materials by including a portfolio of similar/past projects.

Will the project incorporate any renewable energy systems, "sustainability" or "green design" concepts? Describe.

Will the project incorporate any exterior art or placemaking amenities? Describe.

Current annual revenue: $__________________ Estimated annual revenue: $_________________

Current annual expenses: $__________________ Estimated annual expenses: $_________________

Cap rate: __________________

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

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

Describe the project schedule.

Final Plan/Specification Preparation Date: ______________________________

Preliminary Construction Start Date: ___________________________________

Preliminary Construction Completion Date: _____________________________

Date Occupied or Opened: ____

Number of principal buildings: _____________ Estimated total building square footage: ________________

Estimated equalized assessed valuation after project completion (EAV)

$ ____________ Land $ ____________ Improvements $ _____________ Total

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

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

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

Additional increment (B-A) = $_______________________________

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

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

____

____

____

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

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

____

____

____

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

____

____

____

Who will own and operate the developed property? ____

Do similar businesses/uses already exist in McFarland?

☐ No ☐ Yes, If yes, indicate ____

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

____

____

____

Current and Created Jobs by Annual Wage Range (Full Time ≥ 30 hrs/week). Applicant may also provide a list of employment positions and wages.

$19,000 or less

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

$20,000-$39,000

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

$40,000-$59,000

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

$60,000-$79,000

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

$80,000 or more

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

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

Minimum hourly wage rate (not including benefits) $______________________

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

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

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

____

____

____

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

____

____

____

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

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

____

____

____

D. TIF REQUEST

State the total amount of TIF assistance being requested: $____

State the form of incentives requested:

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

☐ Tax Increment Loan at Project Start ☐ Other ____

State the need and justification for TIF assistance. Explain how the applicant intends to demonstrate compliance with the "but for" test. Provide a 10-year projected cash flow pro forma for the project showing revenues, expenses, net operating income, and the anticipated rate of return with and without TIF assistance. Substantiate that other alternative methods of financing have been thoroughly explored. The burden is on the requesting party to prove that the proposed project would not be feasible without TIF assistance. Every other financial alternative should be explored prior to the use of TIF, including equity participation, other federal and state funds, tax credits, loans, etc.

Identify any Merit Based Adjustments to Maximum Assistance and how the project qualifies:

☐ Affordable Housing ☐ Renewable Energy Systems

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

☐ Land Acquisition ☐ Environmental Audits ☐ Surveying/Site Grading

☐ Demolition/Remediation ☐ New Construction ☐ Rehabilitation/Expansion

☐ Utility Improvements ☐ Streets/Parking/Access ☐ Landscaping/Recreation/Conservation

☐ Renewable Energy Systems ☐ Exterior Art/Place Making Amenities ☐ Financing Costs

☐ Professional Fees ☐ Other ____

E. PROJECT BUDGET AND FINANCIAL STRATEGY

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

Project Costs	Amount ($)	Source(s) of Financing
Property Acquisition*		
Environmental Audits		
Site Grading/Soil Remediation		
Demolition/Remediation		
Construction of New Building(s)		
Renovation of Existing Structures		
Utility Improvements (water, sewer, storm, etc.)		
Streets/Parking/Access		
Landscaping/Recreation/Conservation		
Renewable Energy Systems		
Exterior Art/Placemaking Amenities		
Architectural/Engineering/Surveying fees		
Legal & other professional fees		
Permit fees		
Financing fees		
Developer fees		
Other (please specify)		
Total Project Costs		

*If land will be purchased for the project, please describe the purchase price, and supply any appraisal or other documentation available that provides information relating to the fair market value of the property.

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

Lender for Project if in addition to the Village: ____

Officer________________________________Phone________________Email________________________________

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

Grant Sources: ____________________________________ Grant Amount: ______________________________

Grant Officer:___________________________Phone________________Email________________________________

Application Status: ____

Date of Grant Announcement: _________________________________

F. APPLICANT CERTIFICATION AND ACKNOWLEDGEMENT

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

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

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

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

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

Applicant ____ Title __________________________

Signature ____ Date __________________________

Return To:

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

VILLAGE OF

McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, October 25, 2022**

SECTION: **Business**

DEPARTMENT: **Public Works**

CONTACT: **Sayer Larson, Parks Superintendent, Matt Schuenke, Village Administrator**

AGENDA ITEM: **Discussion and action regarding McDaniel Park water access and quality improvements.**

PREVIOUS ACTION:
The former Parks, Recreation, and Natural Resources Committee reviewed a presentation on this project at its meeting on February 24, 2022.

Please click on this link to review the packet materials from that meeting.

Please click on this link to watch the presentation from that meeting.

The Parks and Recreation Committee reviewed the project again at its meeting on September 6, 2022.
The Sustainability and Natural Resources Committee reviewed the project at its meeting on September 12, 2022.

The Parks and Recreation Committee recommended approval to the Village Board regarding McDaniel Park water access and quality improvements and to consider operational impacts moving forward at their meeting on October 4, 2022.

The Sustainability and Natural Resources Committee recommended approval to the Village Board regarding McDaniel Park water access and quality improvements at their meeting on October 10, 2022.

ISSUE SUMMARY:
Beach Improvements
The 2023-2027 Capital Improvement Plan included funds to improve the beach at McDaniel Park in 2023. These funds have additionally been included within the Capital Projects Fund budget for 2023. The project is in partnership with Dane County and requires planning, discussion ahead of time on its parameters before we can proceed. Dane County also needs an indication late this Fall if we are proceeding with this work or not so they can align their elements as well. The goal of the project is to be operational on or around June 1, 2023. The project was reintroduced to Committees at their meetings in September following a presentation on the project from February of this year. The objective of recent meetings was to consider action on the project and whether or not we wish to further pursue this project. Responsibilities

for the project are generally laid out as follows:

Dane County

Permitting - 3-6 month process, targeting a January application.

Pump/Filer - They will design and build the pump/filter mechanicals to be used to screen the water within the barrier.

Barrier - They will purchase and set in the first year the booms with curtain that acts as a shield within the water to keep debris and other harmful things out of the swimming area. Future years we will need to contract with them for the annual placement and removal of the barrier.

Agreement - We will need to establish an agreement on operation of the filter/pump and maintenance of the swimming area including the beach. There are responsibilities likely daily on maintaining the beach, mechanicals, and other elements to keep the swimming area usable. The County will provide funds and support for these elements, but we have to agree to the operational commitments to make sure the improvement can be accessed by the public. The operational component and its costs would be new responsibilities that have to be factored into our consideration.

Village

Structure - The filter/pump has to go inside of a structure. The Engineer is reviewing a prefabricated concrete model for installation. We will also need to create an area for discharge from the structure that works the water back to the lake.

Underground Piping - We would need to install pipes that connect the lake to the filter pump to bring water in for screening, and then pipes that bring the clean water back to the lake.

Beach Improvement - There will be general excavation requirements associated with all of this work including the replacement of the gravel material used on the beach in favor of sand.

Agreement - We will need to consider the agreement with Dane County for the project. All of the above responsibilities are capital expenditures that are one time actions. There are operational components and the costs for which will be recurring year to year that have to be factored in to our review of the project.

Some pros and cons to consider with this project:

Pros

- Improved Water Quality
- Better Lake Access
- Recreational Opportunity
- Beach Transition to Sand

Cons

- Increased Operational Costs

- Ongoing Maintenance
- Limited Water Depth
- Geese Management

Both Committees met in October to make their recommendation to the Village Board following review of the project as enclosed. Our objective is for the Village Board to affirm this recommendation and Staff will work with Dane County to begin the process to implementation if accepted.

FINANCIAL/BUDGET IMPACT:
The cost projections for the project are including the CIP at $250,000 for the Village. Dane County's included costs are between $75,000-$100,000 for their responsible items. The project for the Village will be paid for with borrowed money if approved as presented.

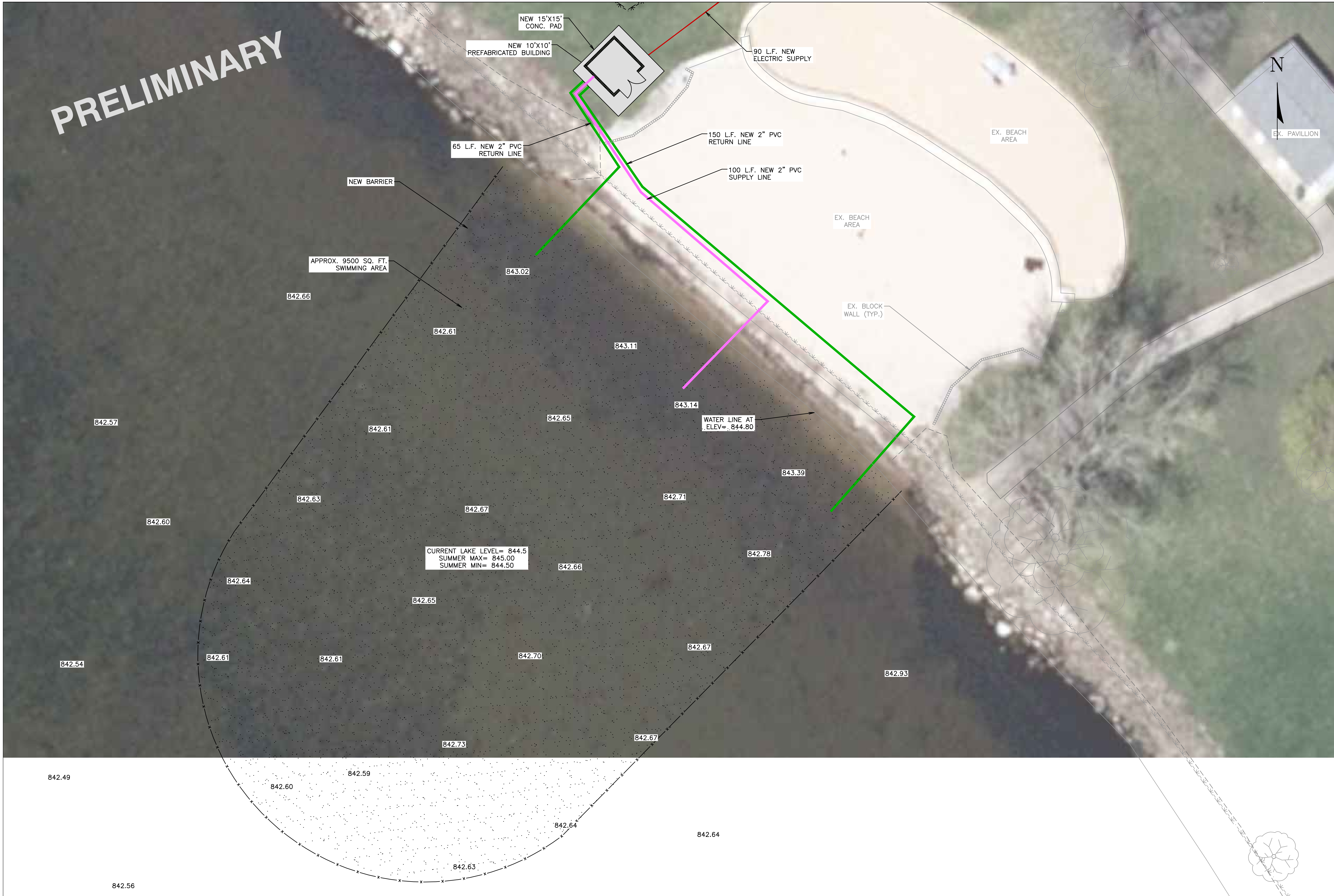
VILLAGE PLAN REFERENCE:
None.

ORDINANCE REFERENCE:
None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
Recommended action:

> Motion, second to approve proceeding with design work and drafting agreement with Dane County to improve water access and quality at McDaniel park beach.

ATTACHMENTS:
1. MCDANIEL PARK BEACH- option 2-PLAN



TOWN & COUNTRY ENGINEERING, INC.
5225 Verona Rd. Bldg. 3, P.O. Box 44451
Madison, WI 53744-4451
(608) 273-3350 (Fax) 273-3391

MCDANIEL PARK
BEACH FILTRATION SYSTEM

MCDANIEL PARK IMPROVEMENTS
Village of McFarland, Wisconsin

PROJECT NO.: MC 09
DRAWING: MCDANIEL PARK BEACH-OPTION 2.DWG
DRAWN BY: T.J.S.
CHECKED BY: B.R.B.
DATE: 9-1-22
REVISIONS:
SCALE: 0 5 10
SHEET: 1

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, October 25, 2022**

SECTION: **Business**

DEPARTMENT: **Community Development**

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

AGENDA ITEM: **Discussion and action regarding Resolution #2022-28: a resolution ratifying and approving a purchase agreement for property located at 5802 Main Street, 5804 Main Street, and 5307 Hough Street, Tax Increment District #4.**

PREVIOUS ACTION:
April 6, 2022, CDA recommends to the Village Board submission of an offer to purchase the property.
April 11, 2022, Village Board authorized staff to make an offer to purchase the property.
June 28, 2022, Village Board authorized staff to make a revised offer to purchase the property.

ISSUE SUMMARY:
Resolution 2022-28 authorizes the Village Administrator to complete the purchase of 5802 Main Street, 5804 Main Street, and 5307 Hough Street for a total purchase price of $475,000. The Village Board previously authorized Village Staff to submit an offer to purchase the property. An appraisal of the property was completed in June which provided an "as is" market value of $480,000 and a market value of $630,000 upon completion of the proposed improvements to 5307 Hough Street. The accepted offer to purchase includes a 30-day building inspection contingency. Closing on the property would occur on December 2, 2022.

Background
The subject property (one parcel #0610-031-6471-9) was listed for sale on March 15 for a listing price of $799,900. The listing price was reduced from $799,900 to $498,900 on March 21 due to the MLS listing originally including another property owned by the same owner (Chris Overson, member 5802 Main LLC) at 5708/5710 Main Street as part of one listing.

Existing Property Conditions

- This property is located within Tax Increment District #4.
- The property is 0.25 acres in size
- The property is zoned C-C Central Commercial. The C-C District is designed to accommodate those retail, service and office uses characteristic of the original downtown area of McFarland.
- The property has a 2022 assessment value of $300,000, with a 04.19.2021 estimated fair market value of $306,686
- The property includes two structures on one sewer and water lateral.

- 5802 Main Street & 5804 Main Street is a residential duplex. The building is site #31 of the Historic McFarland Walking Tour publication by the McFarland Historical Society. Note, the property is not a Village, State, or Nationally designated historic property. Per the Walking Tour publication, the structure was built in 1863 and is known as the Ellison-Shetter House. The house was used as a hotel at the turn of the century. The units are rented on month to month leases ($650/month-upper, $875/month-lower).
- 5307 Hough Street. This is the former location of the Food Pantry which has remained vacant since they moved to their current location on Anthony Street. Since the property owner acquired the property in 2017, the building has remained vacant. On December 21, 2020, the Plan Commission approved a Conditional Use Permit to allow the owner to convert this building into one single family unit. In January of 2022, the building permit was issued for interior renovations with a reported project cost of $70,000. Construction of this unit has not been completed by the owner and the interior consists of unfinished rough framing.

FINANCIAL/BUDGET IMPACT:
The 2022 Village Budget for TID #4 includes $500,000 for property acquisition. The budget does not direct these funds to any specific property. The source of funding for these funds is through a donation from TID #3 as a donor TID to TID #4.

VILLAGE PLAN REFERENCE:
2022-2023 Strategic Plan
Goal C, Objective 1, Enhance new and existing commercial, retail, mixed-use and civic uses in the downtown area.
Action Step V, Consider property acquisition where appropriate.

2017 Comprehensive Plan
The property is identified within the "Downtown" Future Land Use category. Per Figure 4.1, Desirable land uses include commercial services, retail, restaurants, lodging, office, multiple family residential (mainly in the upper stories), and institutional, including on sites and/or buildings that mix uses. Other relevant sections of the plan include:

- Vision Statement (page 5, Vol. 2). *"The Village will maintain and pursue...a proud heritage and downtown adapted to service modern demands."*
- General Land Use Policy #6 (page 30, Vol. 2). *"Preserve and enhance the historic character of the downtown and older Village neighborhoods, while encouraging compatible infill, redevelopment, and rehabilitation of buildings and sites according to guidelines in this Chapter."*

2010 Redevelopment District #2
Redevelopment District #2 includes the same properties in the TID #4 Project Plan. Map 4, identifies the property as a potential short-term redevelopment area as part of the Historic

Downtown Core. Map #5 identifies the property as blighted. Redevelopment Objectives include *"blight elimination through higher density mixed use projects, filling of empty retail spaces in the Downtown, encouraging residential redevelopment to help support new and existing business and appropriate expansion of public parks and parking"* (page 6 & 7). The property is adjacent to the redevelopment subarea titled "North Side of Anthony Between Main and Milwaukee (Area A) and described as *"Anthony Street is currently the north edge of the Downtown where the Downtown transitions into single-family homes. With several redevelopment opportunities on this block, there is an opportunity to extend the Downtown and add new housing and commercial development. Although a recent redevelopment proposal for this area appears to be stalled, this site is likely to attract attention in the future once general economic conditions improve."*

2010 Downtown Strategic Market Analysis and Opportunities Assessment
This plan includes the same planning area as the TID #4 Project Plan. Page 12 of the plan identifies *"the recently-opened retail establishments on the ground floor of the McFarland House and in the new mixed-use project across the street are ideal examples of the types of niche retail sectors that the downtown should target."*

2008 TID #4 Project Plan
The property is located within TID #4 and is identified as a redevelopment site within Map 4, Public Improvements. Section 1, pages 1 and 2, of the TID #4 Project Plan notes the following: *"TID #4 is being proposed to address the area in a comprehensive manner to bring physically blighted properties into safe use or redeveloped, to assist with economically blighted properties through redevelopment efforts and funding and to address vehicular and pedestrian access to complement the Village's investment in the Civic Campus. The Downtown will not fully realize its potential without public improvements in infrastructure, and more importantly, a public commitment to redevelopment. The creation of Tax Increment Finance District No. 4 (TID No. 4) would provide the financing vehicle for the Village to undertake the public improvements necessary to stimulate private reinvestment and redevelopment within the Downtown area. Without these public improvements, it is unlikely that any significant redevelopment or revitalization of the Downtown would occur. In fact, it is more likely that the Downtown would continue its slow decline, economically, socially and physically even though the public sector has made significant reinvestment in its structures. The purpose of TID No. 4 is to provide the necessary improvements in public infrastructure to eliminate blight, encourage economic development and increase property values. This project plan is written to provide funding for infrastructure improvements aimed at stimulating and enhancing economic development opportunities within the Village of McFarland."*

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
Motion, second, to approve Resolution #2022-28: a resolution ratifying and approving a purchase agreement for property located at 5802 Main Street, 5804 Main Street, and 5307 Hough Street, Tax Increment District #4.

ATTACHMENTS:

1. Res 22-28 Approving Main-Hough Purchase Agreement
2. Resolution Exhibit A 2022-28
3. 5802_5804MAINMCF22_APPRAISALREPORTSUMMARY
4. Map 6 McFarland_Comprehensive_Plan_-_Future_Land_Use_Map
5. Map 7 McFarland's 'Main Street' Vision
6. Map 4 Potential Redevelopment Areas_Redevelopment District No. 2_01.06.2010
7. Map 5 Blighted Property_Redevelopment District No. 2_01.06.2010
8. Map 4 Public Improvements TIF_4_Project_Plan__2008

RESOLUTION 2022-28

A RESOLUTION RATIFYING A PURCHASE AGREEMENT WITH 5802 MAIN, LLC.

WHEREAS, the Village Board previously authorized the Village staff to negotiate a purchase agreement for property located at 5802-04 Main Street/5307 Hough St,, McFarland, WI; and

WHEREAS, the Community Development Authority of the Village of McFarland ("CDA") has previously recommended the purchase of the property; and

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

WHEREAS, the Village Board finds that the acquisition of the property on the terms and conditions contained in Exhibit A will facilitate the redevelopment goals of Tax Incremental District No. 4 and benefit the Village as a whole;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement attached as Exhibit A is hereby ratified and approved.

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

Adopted at a regular meeting of the Village Board this 25th day of October, 2022.

APPROVED:

____
Carolyn A. Clow, Village President

ATTEST:

____
Cassandra Suettinger
Deputy Administrator/Clerk-Treasurer

RESOLUTION 2022-28	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Brandt -	Jerke -
Brassington -	Nelson -
Clow -	Wreh -
Flaherty -	
VOTING RESULTS	
Motion Carried	
Motion Defeated:	

WB-11 RESIDENTIAL OFFER TO PURCHASE

~~LICENSEE DRAFTING THIS OFFER ON~~ October 14, 2022 ~~[DATE] IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)~~ ~~STRIKE THOSE NOT APPLICABLE~~

The Buyer, Village of McFarland, a Wisconsin municipal corporation, offers to purchase the Property known as [Street Address] 5802-04 Main Street/5307 Hough St. in the Village of McFarland, County of Dane Wisconsin (insert additional description, if any, at lines 537-542 or in an addendum per line 563), on the following terms:

PURCHASE PRICE The purchase price is Four Hundred Seventy-FiveThousand and 00/100 Dollars ($ 475,000.00). **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: None.

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included or not included.

NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at lines 12-16) and the following: All personal property of tenants or Seller.

CAUTION: Identify Fixtures that are on the Property (see lines 27-37) to be excluded by Seller or which are rented (e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the lessor.

"Fixture" is defined as an item of property which is physically attached to or so closely associated with land, buildings or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas and satellite dishes (but not the component parts); audio/visual wall mounting brackets (but not the audio/visual equipment); garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; in-ground pet containment systems (but not the collars); storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softeners or other water treatment systems, LP tanks, etc.) on lines 20-23 or at lines 537-542 or in an addendum per line 563).

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before October 18, 2022 . Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term Deadlines running from acceptance provide adequate time for both binding acceptance and performance.

CLOSING This transaction is to be closed on December 16, 2022 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a weekend, or a federal or a state holiday, the closing date shall be the next Business Day.

CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money transfer instructions.

EARNEST MONEY

☐ EARNEST MONEY of $ 0 ______ accompanies this Offer.

If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

☒ EARNEST MONEY ~~of $~~ will be paid as provided in Addendum A ~~will be mailed, or commercially, electronically or personally delivered within~~ ______ ~~days ("5" if left blank) after acceptance~~.

All earnest money shall be delivered to and held by (listing Firm) (~~Buyer's agent's Firm) (third party identified as~~ ______) **STRIKE THOSE NOT APPLICABLE** (listing Firm if none chosen; if no listing Firm, then Buyer's agent's Firm; if no Firm then Seller).

☒ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

☒ HELD BY: Earnest money shall be delivered in accordance with lines 59-60 and held in the account of the party identified on lines 61-63. If earnest money is held by a Firm, the Firm will hold the earnest money until applied to the purchase price or disbursed as provided at lines 71-91.

CAUTION: Should persons other than a Firm hold earnest money, an escrow agreement should be drafted by the Parties or an attorney as lines 71-91 do not apply. If someone other than Buyer pays earnest money, consider a special disbursement agreement.

☒ DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM: If negotiations do not result in an accepted offer and the earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4) upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the earnest money any costs and reasonable attorneys' fees, not to exceed $250, prior to disbursement.

☒ LEGAL RIGHTS/ACTION: The Firm's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified mail. If Buyer or Seller disagree with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: none. ______ . If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

REAL ESTATE CONDITION REPORT Wisconsin law requires owners of property which includes one-to-four dwelling units to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the contract of sale . . ., to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does not receive a report within the 10 days may, within two business days after the end of that 10-day period, rescind the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding rescission rights.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 116-178) other than those identified in Seller's Real Estate Condition Report ~~dated~~ ______ ~~, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference~~ ~~COMPLETE DATE OR STRIKE AS APPLICABLE~~ ~~and~~ to be provided per Addendum A.

______

______ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT

"Conditions Affecting the Property or Transaction" are defined to include:

a. Defects in the roof, basement or foundation (including cracks, seepage and bulges), electrical system, or part of the plumbing system (including the water heater, water softener and swimming pool); or basement, window, or plumbing leaks; overflow from sinks, bathtubs, or sewers; or other water or moisture intrusions or conditions.

b. Defects in heating and air conditioning system (including the air filters and humidifiers); in a wood burning stove or fireplace; or caused by a fire in a stove or fireplace or elsewhere on the Property.

c. Defects related to smoke detectors or carbon monoxide detectors, or a violation of applicable state or local smoke detector or carbon monoxide detector laws.

d. Defects in any structure, or mechanical equipment included as Fixtures or personal property.

e. Rented items located on the Property such as a water softener or other water conditioner system.

f. Defects caused by unsafe concentrations of, or unsafe conditions on the Property relating to radon, radium in water supplies, lead in paint, soil or water supplies, unsafe levels of mold, asbestos or asbestos-containing materials or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978.

g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.

f. Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the Property or in a well that serves the Property, including unsafe well water.

g. A septic system or other private sanitary disposal system serves the Property; Defects in the septic system or other sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned according to applicable regulations.

h. Underground or aboveground fuel storage tanks on or previously located on the Property; or Defects in the underground or aboveground fuel storage tanks on or previously located on the Property. (The owner, by law, may have to register the tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)

i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased); or Defects in an "LP" tank on the Property.

j. Notice of property tax increases, other than normal annual increases, or pending Property reassessment; remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose district, such as a drainage district, that has authority to impose assessments.

k. Proposed construction of a public project that may affect use of the Property; Property additions or remodeling affecting Property structure or mechanical systems during Seller's ownership without required permits; or any land division involving the Property without required state or local permits.

l. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit and there are common areas associated with the Property that are co-owned with others.

m. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain, wetland or shoreland zoning area; or the Property is subject to a shoreland mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules that obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county.

n. Nonconforming uses of the Property; conservation easements, restrictive covenants or deed restrictions on the Property; or nonowners having rights to use part of the Property, including, but not limited to, rights-of-way and easements other than recorded utility easements.

o. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment conversion charge; or payment of a use-value assessment conversion charge has been deferred.

p. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

q. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will be transferred with the Property because the dam is owned by a homeowners' association, lake district, or similar group of which the Property owner is a member.

r. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint driveway) affecting the Property.

s. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition; or any insurance claims relating to damage to the Property within the last five years.

t. A pier attached to the Property not in compliance with state or local pier regulations.

u. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or other insect infestations.

v. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one or more burial sites on the Property.

w. Other Defects affecting the Property.

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

[X] **INSPECTION CONTINGENCY:** ~~This contingency only authorizes inspections, not testing (see lines 179-193).~~

(1) This Offer is contingent upon a Wisconsin registered or Wisconsin licensed home inspector performing a home inspection of the Property after the date on line 1 of this Offer which discloses no Defects.

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of ______________________________ (list any Property component(s) to be separately inspected, e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects.

(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 207. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).

~~This contingency shall be deemed satisfied unless Buyer, within __________ days ("15" if left blank) after acceptance, delivers to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).~~

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

NOTE: "Defect" as defined on lines 449-451 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

[X] **RIGHT TO CURE:** Seller (shall)(~~shall not~~) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by:

(1) delivering written notice to Buyer within __________ ("10" if left blank) days after Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;

(2) curing the Defects in a good and workmanlike manner including obtaining applicable permits where required; and

(3) delivering to Buyer a written report detailing the work done and documenting compliance with permit requirements no later than three days prior to closing.

~~This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:~~

~~(1) Seller does not have the right to cure; or~~

~~(2) Seller has the right to cure but:~~

~~(a) Seller delivers written notice that Seller will not cure; or~~

~~(b) Seller does not timely deliver the written notice of election to cure.~~

☐ **RADON TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a current written report of the results of a radon test at the Property performed by a qualified third party in a manner consistent with applicable EPA and Wisconsin Department of Health Services (DHS) protocols and standards indicating the radon level is less than 4.0 picoCuries per liter (pCi/L), at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense. This contingency shall be deemed satisfied unless Buyer, within ____________ days ("20" if left blank) after acceptance delivers to Seller a written copy of the radon test results report indicating a radon level of 4.0 pCi/L or higher and written notice objecting to the radon level in the report.

☒ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure. If Seller has the right to cure, Seller may satisfy this contingency by:

(1) delivering a written notice of Seller's election to cure within 10 days after delivery of Buyer's notice; and,

(2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by giving Buyer a report of the work done and a post remediation test report indicating a radon level of less than 4.0 pCi/L no later than three days prior to closing.

This Offer shall be null and void if Buyer timely delivers the above written notice and report to Seller and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not cure; or

(b) Seller does not timely deliver the notice of election to cure.

IF LINE 249 IS NOT MARKED OR IS MARKED N/A LINES 298-309 APPLY.

☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written ________________________________ [loan type or specific lender, if any] first mortgage loan commitment as described below, within __________days after acceptance of this Offer. The financing selected shall be in an amount of not less than $________________________ for a term of not less than _________ years, amortized over not less than _________ years. Initial monthly payments of principal and interest shall not exceed $______________________ . Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed_________ % ("0" if left blank) of the loan. If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 537-542 or in an addendum attached per line 563. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

☐ <u>LOAN AMOUNT ADJUSTMENT</u>: If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 265 or 266.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed ___________ %.

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed ____________ %. The initial interest rate shall be fixed for ________ months, at which time the interest rate may be increased not more than __________ % ("2" if left blank) at the first adjustment and by not more than ____________ % ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _________ % ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

☐ <u>SATISFACTION OF FINANCING COMMITMENT CONTINGENCY</u>: If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment. This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or

(2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

☐ <u>SELLER TERMINATION RIGHTS</u>: If Buyer does not deliver a loan commitment on or before the Deadline on line 251. Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

☐ <u>FINANCING COMMITMENT UNAVAILABILITY</u>: If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.

☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 285-288; or

(2) the Deadline for delivery of the loan commitment set on line 251

to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within __________ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or

(2) ____ [Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.

This contingency shall be deemed satisfied unless Buyer, within _________ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value not equal to or greater than the agreed upon purchase price, and a written notice objecting to the appraised value.

☐ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _________ days ("5" if left blank) after Buyer's delivery of the appraisal report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not adjust the purchase price; or

(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.

NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.

☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at ____ no later than ______________________________ (the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this Offer.

☐ **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _________ hours ("72" if left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

(1) Written waiver of the Closing of Buyer's Property Contingency if line 330 is marked;

(2) Written waiver of ____ (name other contingencies, if any); and

(3) Any of the following checked below:

☐ Proof of bridge loan financing.

☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

Other: ____

[insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _______ days ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines which run from acceptance shall run from the time this Offer becomes primary.

HOMEOWNERS ASSOCIATION If this Property is subject to a homeowners association, Buyer is aware the Property may be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is stricken).

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and none other. _______________.

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:

- [X] The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
- [ ] Current assessment times current mill rate (current means as of the date of closing)
- [ ] Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
- [ ] _______________

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

- [ ] Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

TITLE EVIDENCE

☒ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein),** free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate Condition Report and in this Offer, general taxes levied in the year of closing and none other, subject in all cases to the provisions of Addendum A _______________ (insert other allowable exceptions from title, if any) which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.

☒ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance.

☒ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(~~Buyer's~~) **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 413-419).

☒ DELIVERY OF MERCHANTABLE TITLE: The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 386-394, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

☒ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

☒ SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, ~~are~~ have been provided to Buyer. ______________________________ . Insert additional terms, if any, at lines 537-542 or attach as an addendum per line 563.

DEFINITIONS

☒ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

☒ BUSINESS DAY: "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day.

☒ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Standard Time.

☒ DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

☐ FIRM: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

☒ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-8.

INCLUSION OF OPTIONAL PROVISIONS Terms of this Offer that are preceded by an OPEN BOX (☐) are part of this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land, building or room dimensions, or total acreage or building square footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building or room dimensions, if material.

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this Offer to the seller, or seller's agent, of another property which Seller intends on purchasing.

MAINTENANCE Seller shall maintain the Property and all personal property included in the purchase price until the earlier of closing or Buyer's occupancy, in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING If, prior to closing, the Property is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property to materially the same condition it was in at the date on line 1 of this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

BUYER'S PRE-CLOSING WALK-THROUGH Within three days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 537-542 or in an addendum attached per line 563, or lines 430-434 if the Property is leased. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.doc.wi.gov or by telephone at (608) 240-5830.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the amount of any liability assumed by Buyer.

CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed upon the Property.

Seller hereby represents that Seller is not a Foreign Person. Buyer and Seller agree to comply with FIRPTA requirements under IRC § 1445. No later than 15 days prior to the closing, Seller shall execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's non-foreign status in accordance with IRC § 1445. Any representations made by Seller with respect to this issue shall survive the closing and delivery of the deed. If Seller fails to deliver certification of Seller's non-foreign status, Buyer shall be entitled to either: (1) withhold the amount required to be withheld pursuant to IRC § 1445 from amounts otherwise payable to Seller under this Offer; or, (2) terminate this Offer by written notice to Seller prior to closing. Buyer and Seller shall complete, execute, and deliver, on or before closing, any other instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms.

Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding FIRPTA.

ADDITIONAL PROVISIONS/CONTINGENCIES Addendum A is incorporated into and made part of this Offer.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 546-560.

(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 548 or 549.

Name of Seller's recipient for delivery, if any: ______

Name of Buyer's recipient for delivery, if any: ______

[ ] (2) Fax: fax transmission of the document or written notice to the following number:

Seller: (____) ______ Buyer: (____) ______

[X] (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at line 557 or 558.

[X] (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address.

Address for Seller: PO Box 777 Stoughton WI 53589

Address for Buyer: 5915 Milwaukee Street, P.O. Box 110, McFarland, WI 5358

[X] (5) Email: electronically transmitting the document or written notice to the email address.

Seller: Chris.overson@ne.com Buyer: Andrew Bremer <andrew.bremer@mcfarland.wi.us

PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

[X] **ADDENDA:** The attached Addendum A is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm] ______

VILLAGE OF McFARLAND by:

(x) ______ 10/14/2022

Buyer's Signature ▲ Print Name Here ▶ Matthew G. Schuenke, Village Administrator Date ▲

(x) ______

Buyer's Signature ▲ Print Name Here ▶ Date ▲

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

(x) ______ 10-18-22

Seller's Signature ▲ Print Name Here ▶ 5802 Main LLC Date ▲

(x) ______

Seller's Signature ▲ Print Name Here ▶ Date ▲

This Offer was presented to Seller by [Licensee and Firm] ______

______ on ______ at ______ a.m./p.m.

This Offer is rejected ______ ______ This Offer is countered [See attached counter] ______ ______

Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM A
TO OFFER TO PURCHASE
5802-04 Main Street/5307 Hough St.
McFarland, WI

Dated October 14, 2022

Seller: 5802 Main, LLC
Buyer: Village of McFarland

The following terms and conditions are incorporated into the Offer to Purchase dated October 14, 2022 between the Village of McFarland as Buyer and, 5802 Main, LLC as Sellers for the property located at 5802-04 Main Street/5307 Hough St,, McFarland, WI. In the event any of the terms and conditions contained in this Addendum conflict with any provision contained in the preprinted form offer (the "Offer"), the terms of this Addendum shall control. The Offer and this Addendum shall be referred to herein collectively as this "Agreement."

1. **Property Condition Report.** Seller shall provide Buyer with a completed and signed Real Estate Condition Report(s) covering the entire Property within five (5) days of acceptance by Seller. Buyer shall have 5 business days after receipt of a completed report to terminate this Offer if the report discloses any defect or potential defect not acceptable to Buyer in its sole discretion.

2. **Governing Body Approval.** The Buyer's obligations under this Agreement are contingent upon approval by the governing body of the Buyer of the purchase on the terms and conditions contained herein. If such approval is not received on or before October 26, 2022, this Agreement shall be null and void, and neither party shall have any further obligations hereunder. Earnest money of $5,000.00 will be mailed, or commercially, electronically or personally delivered within 10 days after such approval.

3. **Voluntary Sale.** Seller acknowledges that this is a voluntary sale not made under a threat of condemnation. Sellers acknowledge that portions of the Property have been publicly advertised for sale prior to any negotiations with Buyer. Nothing in this Agreement shall be construed to render applicable any of the provisions set forth in Chapter 32, Wis. Stats.

4. **Current Use of Property**. The parties acknowledge that the Buyer is obligated to make a determination as to whether or not relocation benefits must be paid pursuant to §32.19 *et seq.*, *Wis. Stats.* and that the decision by Buyer to entered into this Agreement is made in reliance upon the representations of Seller as to the past and intended future use of the Property. Seller expressly warrants and represents that:

   a. Seller is voluntarily selling the Property and has not received, and does not expect to receive, a jurisdictional offer from the Buyer. Seller acknowledges that the purchase provided for hereunder is an isolated transaction that is not part of a public project being undertaken by Buyer.

   b. No prior tenancies in the Property have been involuntarily terminated or nonrenewed by Seller in anticipation of acquisition of the Property by Buyer.

c. Seller will not, prior to the time of closing, enter into any new oral or written leases affecting the Property with any person or entity which may qualify as a displaced person as defined in ch. Adm.92, Wis. Admin. Code if required to move from the Property, or remove any personal property from the Property by Buyer on or after the date of closing, unless such leases are approved by Buyer.

d. Seller will not terminate the lease of any tenant prior to closing other than for an unjustified refusal to pay rent, use of the Property for an illegal purpose, a material breach of the lease agreement or for any reason for which the law requires eviction.

5. **Notification to Tenants**. Seller shall, not later than ten (10) days after the receipt of this Offer notify each tenant of the Property, in writing, that if the transaction contemplated by this Agreement closes, then following the acquisition of title by Buyer, all tenants will be permitted to continue their tenancy for at least: (1) the remainder of their lease terms, (2) a period equal to one-half the length of their lease or (3) 180 days after the date of closing, whichever period is longer. Seller shall provide copies of such notices to Buyer at the time provided to the tenants. Buyer and Seller shall promptly thereafter schedule a meeting with the tenants to discuss the transition. Neither party shall contact the tenants of the Property regarding the potential sale until such meeting other than to provide the notice required above and to schedule the meeting.

6. **Warranties Survive Closing.** Seller acknowledges that Buyer has reasonably relied upon the warranties, representations and covenants of Seller contained in section 4 and has determined, based upon said representations that a relocation plan pursuant to §32.25, *Wis. Stats.* need not be prepared, filed or approved prior to the negotiation for, or the acquisition of, the Property. In the event any of the foregoing representations or warranties is inaccurate and, as a result of such inaccuracy, the Buyer is subject to forfeitures or other expenses, Seller shall indemnify and hold harmless Buyer of and from all such forfeitures or additional expenses. The foregoing warranties, representations and indemnification obligation shall survive the termination of this Agreement or the closing of this transaction.

7. **Inspection Contingency**. Buyer shall have until thirty (30) days after the approval provided in section 2 of this Addendum (the "Inspection Period") to inspect the Property and complete such tests, inspections and investigations of the Property as Buyer may determine necessary in its sole discretion, which may include the taking of samples and testing thereof. If any of Buyer's tests, inspections or investigations disclose any defect, Buyer shall provide a copy of the report disclosing such defect and a list of defects to which Buyer objects to Seller prior to the end of the Inspection Period. In the event the Seller does not provide notice (as provided in lines 218-219 of the Offer) that it will cure all defects listed in Buyer's objection notice, Buyer may terminate this Agreement within fifteen (15) days thereafter. If Buyer provides notice that it will cure some, but not all of the defects listed in Buyer's objection notice, and Buyer does not terminate this Agreement, Seller shall cure any defects it agreed to cure in such notice, as provided in lines 220 and 221 of the Offer. The Closing Date shall be extended if necessary to accommodate the timeframes provided in this section.

8. **Closing.** The closing shall occur at the Dane County, Wisconsin office of First American Title Insurance Company, or at such other place as may be agreed to by the parties in writing.

9. **Condition of Title.** Seller shall provide a title commitment as provided in the Offer, along with copies of all easements, restrictions, liens and other encumbrance

documents excepted from the coverage proposed by such commitment. Buyer shall have five (5) business days after receipt of a title commitment and all encumbrance documents to review and approve such encumbrances. Unless Buyer shall notify Seller of an objection to such encumbrances within such five (5) day period, this contingency shall be deemed satisfied. If Buyer objects to any such encumbrances, Seller shall have fifteen (15) days to remove such encumbrances and the time set for closing shall be extended if necessary to allow for such fifteen (15) day cure period. In the event Seller is unable to remove such encumbrances, Buyer shall have the option to accept title subject to such encumbrances or terminate this Agreement. The Closing Date shall be postponed if necessary to accommodate the provisions of this section.

10. **Owner's Affidavit.** At closing, Seller shall execute an Owner's Affidavit in sufficient form to cause the title insurance company to remove any standard title exceptions for leases other than those disclosed prior to the date of the Offer, contractors' or materialmen's liens, claims of parties in possession, and other unrecorded interests affecting the Property.

11. **Digital Signatures.** Buyer and Seller further agree that digital reproductions of original signatures on this Agreement or on subsequent offers or other documents relating to this transaction delivered by electronic mail shall be binding and deemed valid as original signatures. Delivery by electronic mail shall be complete upon receipt by the recipient.

12. **Brokerage Commissions**. Buyer represents that it is not represented by a real estate broker in connection with this transaction. Seller shall be responsible for any fees or other compensation due to any broker retained by Seller.

BUYER:

VILLAGE OF MCFARLAND

By: ______________________________
Matthew G. Schuenke, Village Administrator

SELLER:

5802 MAIN, LLC

By: ______________________________

Approved by the Wisconsin Real Estate Examining Board
5-1-22 (Optional Use Date) 7-1-22 (Mandatory Use Date)

WB-40 AMENDMENT TO OFFER TO PURCHASE

CAUTION: Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer. Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.

Buyer and Seller agree to amend the Offer dated October 14, 2022, and accepted on October 18, 2022, for the purchase and sale of real estate at 5802-04 Main Street/5307 Hough St., McFarland, Wisconsin ______, Wisconsin as follows:

Closing date is changed from December 16, 2022, to December 2, 2022.

~~Purchase price is changed from $______ to $______.~~

Other: None.

~~The attached ______ is/are made part of this Amendment.~~

ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.

This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party offering the Amendment on or before October 20, 2022 (Time is of the Essence). Delivery of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided in this Amendment.

NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and delivery as provided at lines 33-34.

~~This Amendment was drafted by~~ ______ ~~on~~ ______
Licensee and Firm ▲ Date ▲

~~This Amendment was presented by~~ ______ ~~on~~ ______
Village of McFarland Licensee and Firm ▲ 5802 Main, LLC Date ▲

(x) ______ 10/19/2022 (x) ______ 10-19-22
Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
Print name ▶ Mathew G. Schuenke Print name ▶ 5802 Main LLC

(x) ______ (x) ______
Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
Print name ▶ Print name ▶

This Amendment was rejected ______ ______
Party Initials ▲ Date ▲

Reset

APPRAISAL OF

Small Income Property

LOCATED AT:

5802-5804 Main Street/5307 Hough Street
McFarland, WI 53558

FOR:

Village of McFarland
5915 Milwaukee Street, POB 110
McFarland, WI, 53558

BORROWER:

Village of McFarland

AS OF:

June 9, 2022

BY:

Leslie A Grenzow
Wisconsin Certified General Appraiser #2239

UNITED REAL ESTATE CORP.
REAL ESTATE APPRAISERS & CONSULTANTS
516 East Washington Avenue, Suite One
MADISON, WISCONSIN 53703
PHONE: (608) 256-8391 FAX: (608) 256-8392
URL: www.unitedappraisers.com
Email: Contact@unitedappraisers.com

LETTER OF TRANSMITTAL

June 13, 2022

Andrew Bremer
Village of McFarland
5915 Milwaukee St
McFarland, WI 53558

Re: 5802-5804 Main Street/5307 Hough Street
Village of McFarland, Dane County, Wisconsin
Small Income Property

Dear Mr. Bremer:

As requested, I have personally inspected the small income property located at 5802-5804 Main Street and 5307 Hough Street in the village of McFarland for the purpose of estimating the current Market Value. The Appraisal has been completed for the village of McFarland for the purpose of analyzing it for a possible purchase. The property has two units present that are undergoing significant remodeling and updating. The appraisal report will value the property as if the remodeling and updating are complete and then deduct the costs estimated to complete the construction from that concluded value. With currently low vacancy rates present in the market, no deduction for lease-up was made.

A Hypothetical Condition that the construction is completed in a workmanlike manner to the specifications provided and reported to the appraiser are made and that the construction will be complete within 6 months of the effective date of this appraisal report.

No Extraordinary Assumptions were required to develop the Credible Opinion of Value provided in this report.

Please note that the appraisal is being completed during 2022 as the effects of the Covid-19 pandemic that affected nearly all of 2020 and to a lesser extent, 2021 are declining. The effects of this massive disruption to economic activity including commercial real estate related businesses on property values during the 2020/2021 time frame have been varied and generally difficult to quantify as an adjustment to the current market conditions. The reader should recognize that all conclusions provided are based on analysis of market behavior from data prior to, during and in some cases toward the end of the economic disruptions created from operating restrictions, school closures and remote working requirements in many industries.

Enclosed please find my Appraisal Report, which has been made in compliance with current USPAP and FIRREA standards, setting forth some of the facts gathered in the course of our investigation and our Final Conclusion to Value.

In my opinion, the estimated Market Value of the real property rights and interests defined later in this report, as of June 9, 2022 with an estimated date of completion of December 9, 2022, for pricing purposes, is:

SIX HUNDRED THIRTY THOUSAND DOLLARS
($630,000) – After Completion of Construction

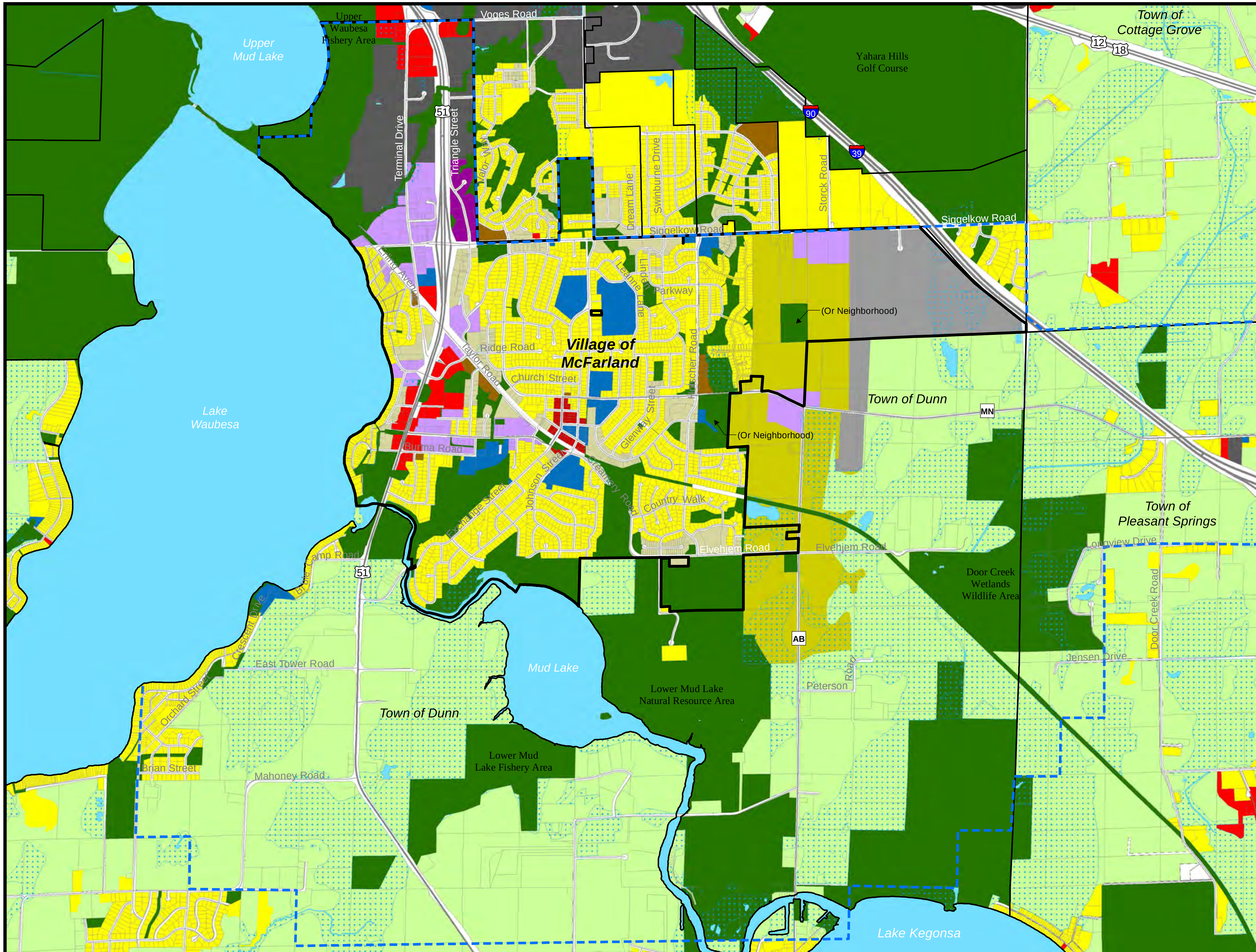
In my opinion, the estimated Market Value of the real property rights and interests defined later in this report, as of June 9, 2022, for pricing purposes, is:

FOUR HUNDRED EIGHTY THOUSAND DOLLARS
($480,000) – "As Is"

Signed,

Leslie A. Grenzow *(Document digitally certificated)*

Leslie A. Grenzow,
Wisconsin Certified
General Appraiser #2239-10



MAP 6

FUTURE LAND USE

Village of McFarland

COMPREHENSIVE PLAN

Legend

Future Land Use

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

- Village of McFarland Extraterritorial Jurisdiction Boundary
- Village of McFarland Limits (8/18)
- Other Municipal Limits (2018)

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

0 500 1,000 2,000
Feet

Date: May 2019

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

N E S W

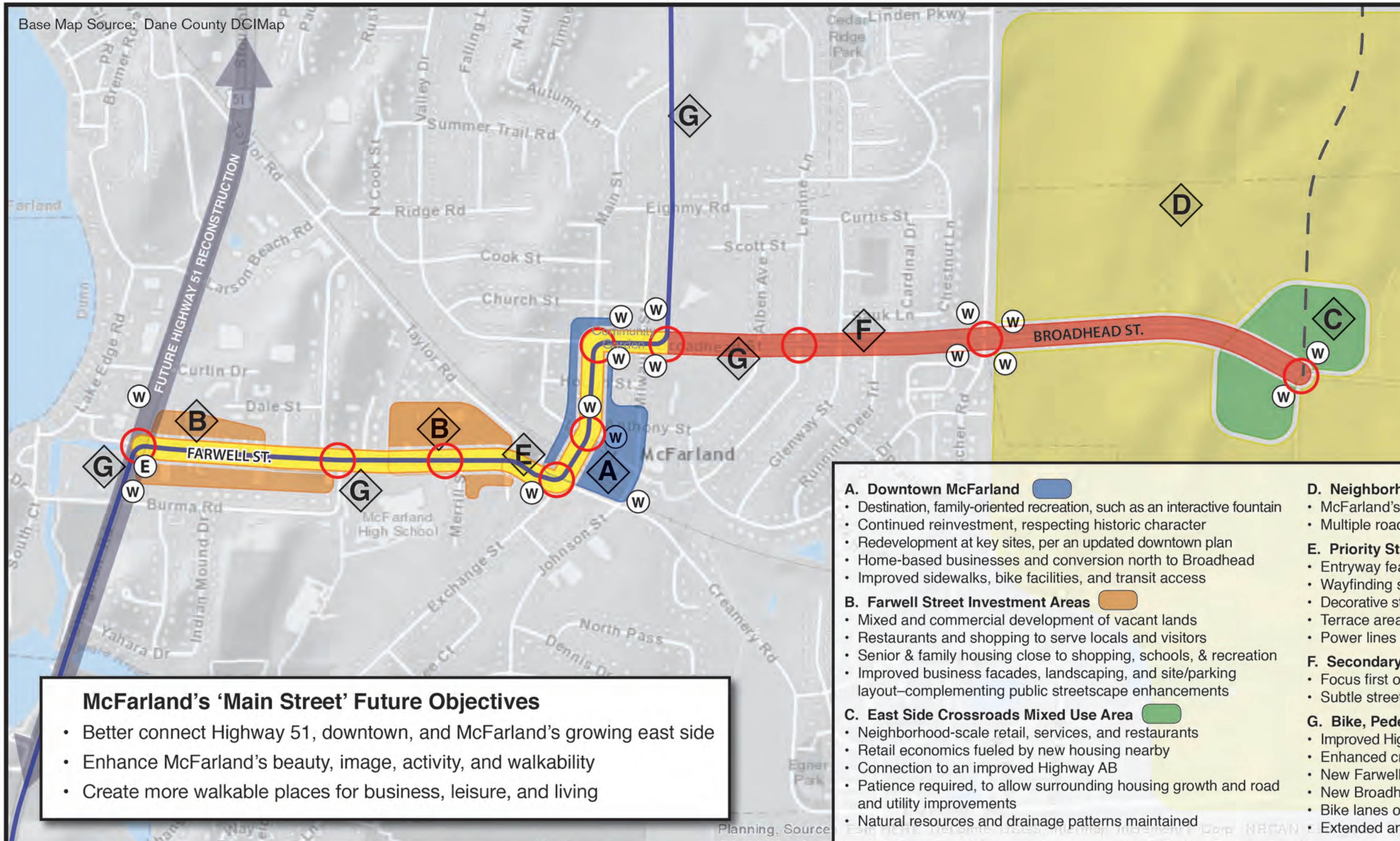
Path: S:\MAD\3600--3699\3688\007\Data\GIS\Figures\Map 6 Future Land Use 11x17.mxd User: Danc Date: 5/6/2019 Time: 4:02:37 PM

MAP 7
McFARLAND'S 'MAIN STREET' VISION

Village of McFarland

COMPREHENSIVE PLAN

LEGEND
- Enhanced crosswalks
- Ⓔ Entryway feature
- Ⓦ Wayfinding signage
- New and expanded local roads
- Potential future bus route



A. Downtown McFarland
- Destination, family-oriented recreation, such as an interactive fountain
- Continued reinvestment, respecting historic character
- Redevelopment at key sites, per an updated downtown plan
- Home-based businesses and conversion north to Broadhead
- Improved sidewalks, bike facilities, and transit access

B. Farwell Street Investment Areas
- Mixed and commercial development of vacant lands
- Restaurants and shopping to serve locals and visitors
- Senior & family housing close to shopping, schools, & recreation
- Improved business facades, landscaping, and site/parking layout–complementing public streetscape enhancements

C. East Side Crossroads Mixed Use Area
- Neighborhood-scale retail, services, and restaurants
- Retail economics fueled by new housing nearby
- Connection to an improved Highway AB
- Patience required, to allow surrounding housing growth and road and utility improvements
- Natural resources and drainage patterns maintained

D. Neighborhood Growth Area
- McFarland's only residential expansion area
- Multiple road, bike, and pedestrian connections

E. Priority Streetscape Improvement Corridor
- Entryway feature near Highway 51 to welcome visitors
- Wayfinding signs, including along 51 near Farwell
- Decorative street lighting, reflecting library-area lights
- Terrace area landscaping and stormwater enhancements
- Power lines buried where practical

F. Secondary Streetscape Improvement Corridor
- Focus first on improved bike/ped connectivity
- Subtle streetscaping to reflect residential setting

G. Bike, Pedestrian, and Transit Enhancements
- Improved Highway 51 crossing at Farwell Street
- Enhanced crosswalks at high school and other locations
- New Farwell Street sidewalk between 51 and Burma
- New Broadhead Street sidewalks from Main St to east
- Bike lanes or paved shoulders for urban escape routes
- Extended and/or express bus routes to Madison

McFarland's 'Main Street' Future Objectives
- Better connect Highway 51, downtown, and McFarland's growing east side
- Enhance McFarland's beauty, image, activity, and walkability
- Create more walkable places for business, leisure, and living

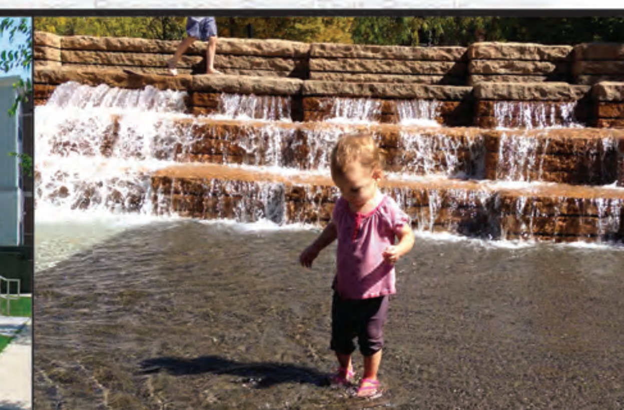
FUTURE IMAGES


Better connections to and along corridor


Mixed use redevelopment along Farwell Street


Attractive and functional streetscaping

Neighborhood-scale retail and services


Family-oriented downtown destination

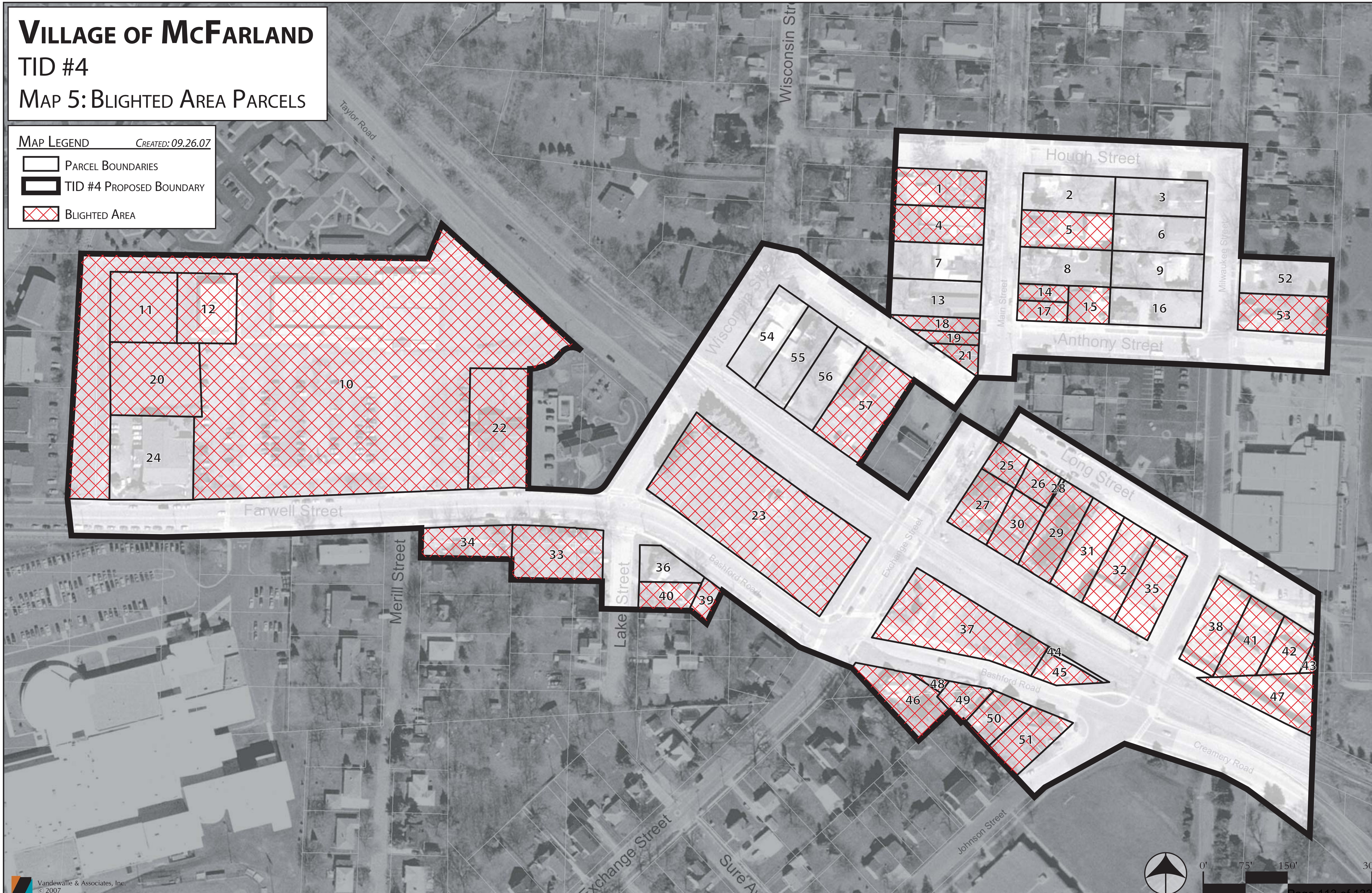
Village of McFarland
Redevelopment District #2

MAP 4: Potential Short-Term Redevelopment Areas*

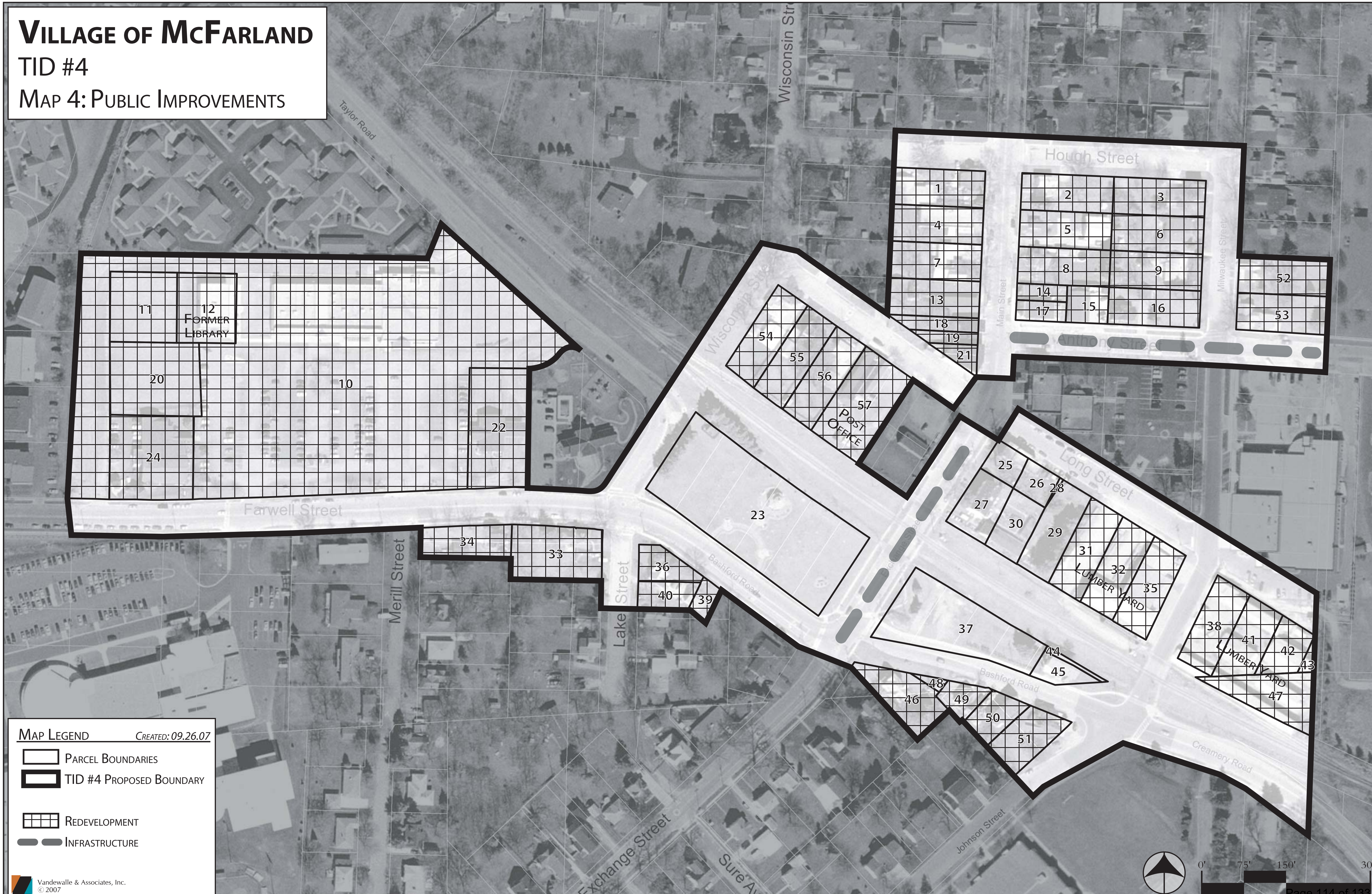
Created: 12.15.09
VANDEWALLE & ASSOCIATES INC. © 2009

* See Downtown McFarland Market Opportunity Analysis

Village of McFarland
TID #4
Map 5: Blighted Area Parcels



Village of McFarland
TID #4
Map 4: Public Improvements



VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, October 25, 2022**

SECTION: **Business**

DEPARTMENT: **Communications & Technology**

CONTACT: **Matt Schuenke, Village Administrator, Stephanie Miller, Comm & Technology Director**

AGENDA ITEM: **Discussion and action to accept a proposal for a communications audit.**

PREVIOUS ACTION:
None.

ISSUE SUMMARY:
Please find enclosed a proposal to work with Revelation PR, Advertising, and Social Media firm to prepare a Communications Audit for the Village. The intent of this work is to engage a Consultant to assist the Village in improving its engagement within the Community by evaluating the current tools presently utilized. The Communications and Technology Department will be a big part of this project but the target of the work is for the Village overall including all Departments in the process. This work will help to review the communication tools that are currently in effect, evaluate the Communications Plan, and make other recommendations on improvements to these items. The plan for completion of this work is estimated in the first part of 2023.

FINANCIAL/BUDGET IMPACT:
The total cost of the proposal is estimated between $7,000 to $8,000 and will be paid from existing line items within the 2022 Budget. Additionally, the cost will be spread amongst the General Fund, Comm and Tech Fund, and other locations.

VILLAGE PLAN REFERENCE:
2022-2023 McFarland Strategic Implementation Plan
Goal D on Page 6 is for Village Government and creates Objective (3) as "enhance public engagement and presence within the Community through the use of a broad range of media." The second action step outlines updating the current Communications Plan and better outline priorities for engagement. The proposed Communications Audit is meant to assist in this process and help meet this objective to advance the goal.

ORDINANCE REFERENCE:
None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
Recommended Action:

Motion, second to accept the proposal for a Communications Audit from Revelation PR, Advertising, and Social Media.

ATTACHMENTS:

1. Village of McFarland - communications audit proposal


revelation
PR, Advertising & Social Media

COMMUNICATIONS AUDIT

PREPARED FOR:
Matt Schuenke
Administrator
Village of McFarland

PREPARED BY:
Brian Lee, APR
President
Revelation PR, Advertising & Social Media

SUBMITTED:
Sept. 7, 2022

EXECUTIVE SUMMARY

- The Village of McFarland is seeking to improve engagement with the community.

- Revelation PR, Advertising & Social Media will use our expertise in public relations and public involvement, as well as our experience working with local governments, to help you determine the best use of your resources and the best methods for internal and external communications.

COMMUNICATIONS AUDIT

- We will conduct a communications audit for the Village of McFarland and all its departments (e.g., public works), and we will provide a report with our findings and recommendations.

- Potential outcomes of the audit include revising the April 2019 Communications Plan, developing or revising communications policies and procedures, creating or updating templates and assets, determining the best channels for two-way communications with target audiences, creating or updating key messages and/or determining the best tools to use.

TIMELINE

Month 1

- Review existing communications policies and procedures
- Review July 2018 and April 2019 communications plans
- Review communications outputs, including electronic and print newsletters, press releases, public involvement handouts/presentations, community calendar, cable channel, etc.
- Review social media accounts (including YouTube) and analytics
- Review website analytics
- Review Polco analytics
- Set up meetings with department heads, Matt Schuenke, and Carolyn Clow
- Meet with department heads, Matt Schuenke, and/or Carolyn Clow

TIMELINE

Months 2-3

- Continue to meet with department heads, Matt Schuenke, and/or Carolyn Clow
- Write report with findings and recommendations
- Develop and/or revise communications policies and procedures, including which tools to use
- Update key messages
- Update communications plan, including budgets
- Create or update templates and assets
- Help set up new communications tools, as needed

ABOUT US

revelation
PR, Advertising & Social Media

Revelation PR, Advertising & Social Media is a full-service, integrated communications agency with experience working with government agencies.

We will help to diversify your supply chain, as Revelation is a Minority Business Enterprise (MBE), certified by both the State of Wisconsin and the National Minority Supplier Development Council.

YOUR PROJECT TEAM

BRIAN LEE, APR
President
Hourly rate: $150

SKILLS: 20+ years of PR and branding experience, accredited in public relations (APR), has MBA and holds certificate in reputation management. Also teaches social media at Madison College and is the author of the book, *Using Social Media for Business*.

TAYLOR KENNEDY
PR Counselor
Hourly rate: $100

SKILLS: 10+ years of PR experience, including local/national/trade media relations, community relations, branding, crisis communications and content marketing.

JAIMIE ONASCH
Marketing Specialist
Hourly rate: $100

SKILLS: 10+ years of marketing experience, including media buying, event planning, promotional marketing, digital marketing and social media management.

BILLING PROCEDURES

revelation
PR, Advertising & Social Media

We will submit an invoice for a $2,000.00 down payment on the first day of the project and an invoice for the remaining balance following the completion of the project (net-30).

The cost of any changes to the scope of work will be priced individually and agreed to, in writing by both parties, before additional work is performed. The cost will be added to the original project price.

We record our time in increments of one-fourth (1/4) of an hour, rounded off for each particular activity.

Services listed in this proposal will begin by Nov. 1, 2022 and end by
Jan. 31, 2023.

The terms, fees and conditions in this proposal are valid until Oct. 31, 2022, after which the fees will increase by 10 percent.

PROPOSED FEE

Communications audit

- All services listed on pp. 3-5

Estimated fee: $7,000.00-$8,000.00*

**Does not include potential costs such as printing, software subscription fees, etc. Reasonable travel and project-related expenses are submitted monthly as accrued, at cost.*

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, October 25, 2022**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT: **Matt Schuenke, Village Administrator**

AGENDA ITEM: **Presentation and discussion to introduce the 2023-2032 Staffing Plan.**

PREVIOUS ACTION:
None.

ISSUE SUMMARY:
The 2022/2023 Strategic Implementation Plan put forth an action plan to prepare a Staffing Plan that helped established assumptions to guide financial forecasting of our operations. Presently we do this on the capital side of things to forecast long term debt implications but has not been attempted on the operating side. This exercise is about understanding the levy needs to support and grow our operations. The objective here is to first establish a Staffing Plan that is long term in nature. Enclosed is a historical perspective of our staffing growth from 2016-2022 and what is proposed for discussion from 2023-2032. The objective of our meeting is to introduce this information and defer additional discussion to a future meeting. Once accepted though, the plan for staffing will drive our future financial forecasting understanding the implications of the funds needed to support the mutually agreeable growth of our employment base.

Both documents are prepared in a similar format. They are established by Department, according to their position groupings, and list the amount of individuals per position by year. Each shows growth from year to year as well as percent adjustment overall. The plan going forward is meant to pick up on possible transitions of positions and/or create promotional opportunities for internal growth while also offering new positions. Each Department Head was initially consulted to build out their plan for their Department to be reviewed/approved both by the Administrator and Deputy Administrator. Additionally, Staff had to provide justification on changes and/or growth in accordance with the 2021 Compensation and Classification Study, demographics provided from the Strategic Plan, and other studies as applicable that identified staffing implications.

This document is a plan, it is not a guarantee. It is meant to establish numbers for positions regardless of cost to understand what our growth potential/need may be. Much like the Capital Improvement Plan, this planned would be re-visited annually and all staffing would be approved through the annual budget process. There is no implied consent that acceptance or agreement with this plan cements its implementation. The objective again is to create the plan to drive assumptions on financial forecasting where those numbers and final budget reviews will drive final decisions on implementation. There will be real constraints faced implementing this plan or any variation of it in the future. This is a means to understand those constraints to work towards their resolutions in the future. Annually then we can revisit this plan through the budget process to adjust assumptions and make changes as our priorities shift or justification changes, very similar to what we do for capital improvement planning.

FINANCIAL/BUDGET IMPACT:

There are no fiscal implications presented yet. Establishing the Staffing Plan is the key first step to starting to understand our finances in the future. Once this plan is accepted, then that portion of the process can commence.

VILLAGE PLAN REFERENCE:

2021 Compensation and Classification Study

This document was accepted last year and serves as a guide for Staff within this long term planning. Each Department was consulted and interviewed through this plan to develop recommendations for the future. Their work through this study was based on internal growth, external review, and understanding the needs going forward to provide their services. The enclosed planning is an extension of this work to drive the financial forecasting.

2022-2023 Strategic Implementation Plan

Goal D was established to address aspirations for the Village as an organization as its titled "Village Government". This is meant to address our commitment to employee growth and improving the Community through the services we provide. Objective (1) was established to "evaluate staffing models and organization structure to meet future service delivery needs". The first action step (i) was to prepare and accept this action plan in order to move forward the second action step (ii) as the financial forecasting. Timelines targeted September/November for this work and is trending the first part of 2023 to complete at the present.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

No action is needed on this item. It is presented for introduction and discussion only.

ATTACHMENTS:

1. 2016-2022 Staff Planning - Historical
2. 2023-2032 Staff Planning - Projection

Historical Staffing Analysis

Administration	2016	2017	2018	2019	2020	2021	2022	Growth
Village Clerk	1.00	0.00	0.00	0.00	0.00	0.00	0.00	
Clerk/Treasurer	0.00	1.00	1.00	1.00	1.00	1.00	1.00	
Finance Director	1.00	0.00	0.00	0.00	0.00	0.00	0.00	
Finance Clerk III	1.00	0.00	0.00	0.00	0.00	0.00	0.00	
Deputy Treasurer/Acct	0.00	1.00	1.00	1.00	1.00	1.00	1.00	
Deputy Clerk	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
40 EMT/Clerk	0.50	1.00	0.00	0.00	0.00	0.00	0.00	
Admin Assistant	0.50	0.00	0.50	0.50	0.50	0.50	0.50	
HR Generalist	0.00	0.00	0.00	0.00	0.00	0.00	1.00	
	5.00	4.00	3.50	3.50	3.50	3.50	4.50	-10.00%
		(1.00)	(0.50)	0.00	0.00	0.00	1.00	(0.50)

Fire and Rescue	2016	2017	2018	2019	2020	2021	2022	Growth
Chief	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Captain	0.00	0.00	0.00	1.00	1.00	1.00	1.00	
Admin Assistant *	0.00	0.00	0.50	0.50	0.50	0.50	0.50	
Fire Inspector	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
24 HR EMT	3.00	3.00	3.00	3.00	6.00	6.00	6.00	
40 Hr EMT **	1.50	1.50	2.00	2.00	0.00	0.00	0.00	
	6.50	6.50	7.50	8.50	9.50	9.50	9.50	46.15%
		0.00	1.00	1.00	1.00	0.00	0.00	3.00

*Admin Asst Shared with Administration beginning in 2018.

** 40 hr EMT/Clerk Shared with Administration through 2017.

Comm/Tech	2016	2017	2018	2019	2020	2021	2022	Growth
Director	0.50	0.50	0.50	1.00	1.00	1.00	1.00	
Tech Specialist	0.00	0.00	0.00	1.00	1.00	1.00	1.00	
AV Tech	0.40	0.40	0.50	0.50	0.00	0.00	0.00	
AV Tech	0.40	0.40	0.40	0.50	0.00	0.00	0.00	
Production Assistant	0.00	0.00	0.00	0.00	0.75	1.00	1.00	
Comm Spec	0.50	0.50	0.50	0.00	0.00	0.00	0.00	
Camera Operator	0.50	0.50	0.50	0.50	0.50	0.50	0.50	
	2.30	2.30	2.40	3.50	3.25	3.50	3.50	52.17%
		0.00	0.10	1.10	(0.25)	0.25	0.00	1.20

Library	2016	2017	2018	2019	2020	2021	2022	Growth
Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Assistant Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Adult Services	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Youth Services	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Teen Services	0.00	0.00	0.00	1.00	1.00	1.00	1.00	
Library Assistant II	0.88	0.88	1.00	1.00	1.00	0.00	0.00	
Tech Services Supervisor	0.00	0.00	0.00	0.00	0.00	1.00	1.00	
Tech Services Assistant	0.35	0.35	0.35	0.36	0.36	0.36	0.36	
Library Assistant I	2.28	2.28	2.28	2.92	2.92	2.92	3.18	
Youth Services Page/asst	0.25	0.25	0.25	0.26	0.26	0.26	0.26	
Shelvers	1.50	1.50	1.25	1.32	1.32	1.59	1.32	
	9.25	9.25	9.13	10.86	10.86	11.12	11.13	20.27%
		0.00	-0.13	1.73	0.00	0.26	0.00	1.88

* 2017 data used for 2016 as a placeholder. Need to update 2016.

Comm/Econ Devel	2016	2017	2018	2019	2020	2021	2022	Growth
Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Comm Dev Clerk	0.63	0.63	0.80	0.80	1.00	1.00	0.00	
Comm Dev Spec	0.00	0.00	0.00	0.00	0.00	0.00	1.00	
Planning & Zoning Asst	0.00	0.00	0.00	0.00	0.00	0.25	0.00	
Building Inspector *	1.00	1.00	1.00	0.75	0.75	0.75	0.75	
Elec. Inspector	0.25	0.25	0.25	0.25	0.25	0.25	0.25	
Associate Planner	0.00	0.00	0.00	0.00	0.00	0.00	1.00	
	2.88	2.88	3.05	2.80	3.00	3.25	4.00	39.13%
		0.00	0.18	(0.25)	0.20	0.25	0.75	1.13

* Contracted Employee beginning in 2019.

Municipal Court	2016	2017	2018	2019	2020	2021	2022	Growth
Clerk	0.70	0.70	0.70	0.71	0.71	0.71	0.71	
	0.70	0.70	0.70	0.71	0.71	0.71	0.71	1.11%
		0.00	0.00	0.01	0.00	0.00	0.00	0.01

Historical Staffing Analysis

Outreach	2016	2017	2018	2019	2020	2021	2022	Growth
Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Case Manager	0.80	1.00	1.00	1.00	1.00	1.00	1.00	
Case Manager	0.60	0.65	0.65	0.65	0.65	1.00	1.00	
Nutrition Coordinator	0.15	0.15	0.15	0.15	0.15	0.15	0.15	
Nutrition Manager	0.44	0.44	0.44	0.50	0.50	0.50	1.00	
	2.99	3.24	3.24	3.30	3.30	3.65	4.15	38.91%
		0.25	0.00	0.06	0.00	0.35	0.50	1.16

Public Works	2016	2017	2018	2019	2020	2021	2022	Growth
Public Works Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Asst PW Director	1.00	1.00	1.00	0.00	0.00	0.00	0.00	
S/U Superintendent	0.00	0.00	0.00	1.00	1.00	1.00	1.00	
Parks Superintendent	0.00	0.00	0.00	1.00	1.00	1.00	1.00	
Mechanic	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Public Works Crewperson	7.00	7.00	7.00	7.00	7.00	7.00	7.00	
Parks Crewperson	0.00	1.00	1.00	1.00	1.00	1.00	2.00	
Asst to the PW Director	0.00	0.00	0.00	1.00	1.00	1.00	1.00	
Utility Clerk	0.75	0.75	0.75	0.75	0.75	0.75	0.75	
	10.75	11.75	11.75	13.75	13.75	13.75	14.75	37.21%
		1.00	0.00	2.00	0.00	0.00	1.00	4.00

Police	2016	2017	2018	2019	2020	2021	2022	Growth
Police Chief	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Lt.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Sergeants	3.00	3.00	3.00	3.00	3.00	3.00	3.00	
Detective	1.00	1.00	1.00	1.00	1.00	2.00	2.00	
Officers	9.00	9.00	10.00	10.00	10.00	9.00	9.00	
Admin Assistants	2.00	2.00	2.00	2.00	2.00	2.00	2.00	
	17.00	17.00	18.00	18.00	18.00	18.00	18.00	5.88%
		0.00	1.00	0.00	0.00	0.00	0.00	1.00

Organization Overall	58.36	58.61	60.26	65.91	66.86	67.98	71.23	22.05%
		0.25	1.65	5.65	0.95	1.11	3.25	12.87
								2.15

2023-2032 Staffing Plan

Administration	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Growth
Deputy Admin/Clerk	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Dep Admin/Dir Admin Service	0.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Admin Assistant	0.50	1.00	1.00	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	
Deputy Clerk	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Village Clerk	0.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Deputy Treasurer/Dep. Clerk	0.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Deputy Treasurer/Acct	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Accountant/Treasurer	0.00	0.00	0.00	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00	
Finance Director	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00	1.00	1.00	
Dep. Dir Finance/Accountant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00	1.00	1.00	
HR Generalist	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
HR Assistant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.50	0.50	
Cumulative Total	4.50	5.00	5.00	6.50	6.50	6.50	6.50	7.50	8.00	8.00	8.00	77.78%
Annual Growth		0.50	0.00	1.50	0.00	0.00	0.00	1.00	0.50	0.00	0.00	3.50

Comm/Tech	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Growth
Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Comms./Marketing Specialist	0.00	0.00	0.50	0.50	0.50	0.50	1.00	1.00	1.00	1.00	1.00	
Media Producer	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Camera Operator(s) *	0.50	0.50	0.75	0.75	0.75	0.75	0.75	1.00	1.00	1.00	1.00	
Technology Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Network Admin	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
IT Specialist	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	
Cumulative Total	3.50	4.50	5.25	5.25	5.25	5.25	6.75	7.00	7.00	7.00	7.00	100.00%
Annual Growth		1.00	0.75	0.00	0.00	0.00	1.50	0.25	0.00	0.00	0.00	3.50

* Position(s) is planned to remain Part-Time. Planned number of individuals set at 0.25 FTE per position. As an example, in 2022 there is an allocation of 2 individuals in this position (2 Employees x 0.25 FTE = 0.50 FTE).

Comm/Econ Devel	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Growth
Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Comm Devel Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Comm Devel Clerk/Admin Asst	0.00	0.00	0.00	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	
Principal Plan./Zoning Admin	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	
Associate Planner	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Planning & Zoning Asst	0.00	0.00	0.25	0.25	0.25	0.25	0.00	0.00	0.00	0.00	0.00	
Building Inspector *	0.75	0.75	1.00	1.00	1.00	1.25	1.50	1.50	1.50	1.75	1.75	
Elec. Inspector *	0.25	0.25	0.50	0.50	0.50	0.50	0.50	0.75	0.75	0.75	0.75	
Cumulative Total	4.00	4.00	4.75	5.25	5.25	5.50	6.50	6.75	6.75	7.00	7.00	75.00%
Annual Growth		0.00	0.75	0.50	0.00	0.25	1.00	0.25	0.00	0.25	0.00	3.00

* Presently a contracted position with the projected Staffing based on contracted hours of utilization. As an example, since its inception the contracted position has been utilized 5-6 hours per day. Electrical Inspector is also contracted and likely follows a similar path as the Building Inspector as far as growth.

2023-2032 Staffing Plan

Fire and Rescue	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Growth
Chief	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Fire Inspector	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Admin Assistant	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Captain	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Lieutenants	0.00	0.00	1.00	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	
Paramedic/Firefighter	6.00	6.00	6.00	6.00	6.00	7.00	8.00	9.00	10.00	11.00	12.00	
Cumulative Total	9.50	10.00	11.00	12.00	13.00	14.00	15.00	16.00	17.00	18.00	19.00	100.00%
Annual Growth		0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	9.50

Library *	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Growth
Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Assistant Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Tech Services Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Adult Services	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Youth Services	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Teen Services	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Library Assistant(s) *	3.25	3.25	3.75	3.75	3.75	4.25	4.25	4.25	4.75	4.75	4.75	
Tech Services Assistant	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	
Youth Services Page/asst	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	
Cumulative Total	9.75	9.75	10.25	10.25	10.25	10.75	10.75	10.75	11.25	11.25	11.25	15.38%
Annual Growth		0.00	0.50	0.00	0.00	0.50	0.00	0.00	0.50	0.00	0.00	1.50

* Library Assistants are all part-time employees that range in hours from 400-1,400 per year depending on their schedule and assignment. Their job primarily is to cover the service desk of which at our present funding allocation we are able to cover 18 hours per week of the 65 hours per week that we are open. Increments of 0.50 FTE are added in phases to build capacity to cover the service desk for the time the library is open.

Municipal Court	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Growth
Judicial Assistant	0.75	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Dep. Judicial Assistant	0.00	0.00	0.00	0.00	0.50	0.50	0.50	0.50	0.75	0.75	0.75	
Cumulative Total	0.75	1.00	1.00	1.00	1.50	1.50	1.50	1.50	1.75	1.75	1.75	133.33%
Annual Growth		0.25	0.00	0.00	0.50	0.00	0.00	0.00	0.25	0.00	0.00	1.00

Outreach	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Growth
Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Case Manager	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	
Outreach Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Nutrition Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Nutrition Coordinator	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	
Cumulative Total	4.25	4.25	4.25	4.25	4.25	5.25	5.25	5.25	5.25	5.25	5.25	23.53%
Annual Growth		0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	1.00

2023-2032 Staffing Plan

Police	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Growth
Police Chief	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Lieutenant	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Sergeant(s)	3.00	3.00	3.00	3.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	
Detective(s)	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	
Officer(s)	9.00	9.00	10.00	10.00	10.00	11.00	11.00	12.00	12.00	12.00	12.00	
Office Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Office Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Cumulative Total	18.00	18.00	19.00	19.00	20.00	21.00	21.00	22.00	22.00	22.00	22.00	22.22%
Annual Growth		0.00	1.00	0.00	1.00	1.00	0.00	1.00	0.00	0.00	0.00	4.00

Public Works	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Growth
Public Works Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Asst to the PW Director	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Utility/PW Financial Manager	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Utility Clerk	0.75	0.75	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Custodian(s)	0.00	1.50	1.50	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	
Engineer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00	1.00	
S/U Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Mechanic	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Lead Worker	0.00	0.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	
Public Works Crewperson	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	
Utility Operator	0.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	
Parks Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Parks Crewperson	2.00	2.00	2.00	3.00	3.00	3.00	3.00	4.00	4.00	4.00	4.00	
Cumulative Total	15.75	18.25	19.50	21.00	21.00	22.00	23.00	24.00	25.00	25.00	25.00	58.73%
Annual Growth		2.50	1.25	1.50	0.00	1.00	1.00	1.00	1.00	0.00	0.00	9.25

Organization Overall	70.00	74.75	80.00	84.50	87.00	91.75	96.25	100.75	104.00	105.25	106.25	51.79%
		4.75	5.25	4.50	2.50	4.75	4.50	4.50	3.25	1.25	1.00	36.25
												3.63