

Wednesday, May 10, 2023

7:00 PM

McFarland Municipal Center
Community Room

AGENDA

You are invited to this meeting through a Zoom webinar. The public may attend in-person or remotely through the webinar or telephone options listed below.

PLEASE CLICK THE LINK BELOW TO JOIN THE ZOOM WEBINAR:

<https://us02web.zoom.us/j/86454532686>

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

Webinar ID: 864 5453 2686

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

1. CALL TO ORDER, ROLL CALL.
2. PUBLIC APPEARANCES.
 - a. This is an opportunity for members of the public to address the Community Development Authority for items that are not on the agenda. Please remember this is a hybrid meeting conducted in person and through the Zoom online meeting platform. Meeting attendees wishing to address the Authority about items not on the agenda may do so at this time. Zoom attendees should type their name and address in the Question and Answer feature within the Zoom online meeting platform at this time. Members of the public who are present in person and wish to address the Authority should fill out a public comment form and turn into the meeting chairperson. When you are called upon to speak, state your name, address, and provide your comments to the Authority for their consideration. Please adhere to the 3-minute time limit. Additionally, you may send your public comments to community.development@mcfarland.wi.us to be included as part of the meeting.

Members of the public may also speak during their selected agenda item as they designate on the public comment form or in the Question and Answer feature on Zoom.
3. APPROVAL OF MINUTES.
 - a. Motion to approve the minutes of the February 8, 2023 meeting.
 - b. Motion to approve the minutes of the April 18, 2023 joint CDA and Plan Commission meeting.
4. BUSINESS.
 - a. Discussion and possible action to elect a Chairperson for the Community Development Authority.
 - b. Discussion and possible action to make a recommendation to the Village Board to issue a Request for Proposals for Land Use Planning for Redevelopment Districts 1 & 2.
5. SCHEDULE NEXT MEETING DATE.
 - a. Wednesday June 14, 2023 @ 7:00 p.m.
6. 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.

Community Development Authority

Working Draft - MINUTES

February 8, 2023

Members Present: Dan Kolk, Ken Brost, TJ Jerke, Kristin Ellis, Benjamin Tanko, Anthony Hennes, Stephanie Brassington

Members Absent:

Staff Present: Andrew Bremer, Karen Knoll

1. CALL TO ORDER

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

2. PUBLIC APPEARANCES

None

3. APPROVAL OF MINUTES

- a. Review and possible approval of the Community Development Authority draft minutes from the January 11, 2023, meeting.

Brassington moved to approve the January 11, 2023, Community Development Authority minutes. Jerke seconded the motion. Motion carried 7-0.

4. BUSINESS.

- a. New member introductions and discussion regarding CDA Powers and Duties.

Bremer introduced new committee members Benjamin Tanko and Anthony Hennes along with reviewing the duties and function of the Community Development Authority as provided in packets. Bremer also reviewed upcoming projects the CDA will be involved in moving forward. Members discussed the roles and responsibilities along with future possibilities.

- b. Discussion regarding updating the Terminal and Triangle District Plan and creating a new Downtown Master Plan.

Bremer reviewed the history of the planned land use map from 2005 for the Terminal and Triangle District plan along with the history of the TIF districts for that area as included in packets. Bremer indicated he would consider including the areas along South Voges Road, properties along Terminal and Triangle streets, and properties around Brandt and McDaniel parks in the new neighborhood planning area. Bremer inquired of members if they were interested in extending the area further south of Siggelkow Road and reviewed options with members. Members discussed options and possible areas to include in an updated planning area. The Village is anticipating creating a new overlay TIF district within the Terminal – Triangle area. Bremer noted that the planning area for the neighborhood plan does not have to match the same area as a future overlay TIF district, the overlay TIF district might be a smaller area in order to comply with TIF requirements. Bremer explained the four common types of TIF districts with members. Bremer also summarized the state statutes of limitations for municipalities when creating a district, how you add all the assessed value at the time of creation, to that value you add the amount of increment in any other active TIF district and with those totals a community has to be equal to or less than 12% of the total municipal equalized value. Members discussed the borders of TIF #3, along with how you can include something in the neighborhood plan but do not have to include it in the TIF district.

The consensus was to include all the previous plan along with portions of Triangle that were previously left out, along with those on Terminal which were previously left out including extending down length of some of the commercial and residential areas near Brandt Park along Erling Avenue. Bremer explained the RFP process and how the Village likes to work with the consultant in the early stages so they have a sense of what it is we are looking for and they may provide some suggestions for fine tuning the proposed neighborhood planning area.

Bremer reviewed and summarized the downtown study area from the 1999 Village Master Plan, in 2008 the Village created TIF District #4, and in 2010 created redevelopment district #2 with maps as included in packets. Bremer would like to include everything in TID #4, but there are opportunities to widen the Master Plan area similar to the Terminal & Triangle District planning area. Bremer and members discussed potential boundaries for the downtown area along with properties to possibly include.

7. SCHEDULE NEXT MEETING DATE.

- a. Wednesday March 8, 2023, at 7:00pm.

8. ADJOURNMENT.

Brost moved to adjourn. Jerke seconded the motion. Motion carried 7-0. Meeting adjourned at 8:09 p.m.

Joint Community Development Authority and Plan Commission Minutes April 18, 2023

CDA Members Present: Stephanie Brassington, TJ Jerke, Ken Brost, Kristen Ellis, Dan Kolk, Anthony Hennes,

CDA Members Absent: Benjamin Tanko

PC Members Present: Carolyn Clow, Stephanie Brassington, Peter Bloechl-Anderson. Chris Reynolds, Austen Conrad

PC Members Absent: Scott Peters

Staff Present: Andrew Bremer, Kong Thao

1. CALL TO ORDER

Clow called the meeting to order at 7:31 PM.

2. PUBLIC APPEARANCES.

None.

3. BUSINESS.

- a. Presentation by MSA Professional Services and Redevelopment Resources and discussion regarding the 2023 McFarland Economic Strategic Plan, McFarland Housing Assessment Study and McFarland East Side Plan.

Kristen Fish-Peterson, from Redevelopment Resources, provided a summary on the McFarland Economic Strategic Plan. Fish-Peterson's summary included topics on market gaps in McFarland, recommended opportunities for growth, discussion on suitable retail and commercial to McFarland's profile. Jason Valerius, MSA, provided an overview of the Housing Assessment Study which addressed housing trends, housing market, vacancies, and renter and owner distribution. Steve Tremlett, MSA Project Manager, provided an overview of the McFarland East Side Plan, proposed future land use, and a summary of the comments received from the Public Hearing for this agenda item at the March 21, 2023 Plan Commission Meeting. The Plan Commission and CDA discussed potential final revisions to the East Side Plan including revising Policy 1.1, Chapter 2 to encourage every development to provide a unit mix that supports varying household sizes, replacing the terms "less than" with "up to" in Chapter 4 LDR and MDR Policy 2, and adding a summary table of the implementation strategies within the plan organized by timeframe and then topic.

- b. Discussion and possible action to make a recommendation to the Village Board to accept the McFarland Economic Strategic Plan

Clow motioned to recommend approval to the Village Board to accept the McFarland Economic Strategic Plan. Brassington seconded the motion. Motion carried 10-0.

- c. Discussion and possible action to make a recommendation to the Village Board to accept the McFarland Housing Needs Assessment Study.

Clow motioned to recommend approval to the Village Board to accept the McFarland Housing Needs Assessment Study. Brassington seconded the motion. Motioned carried 10-0.

- d. Discussion and possible action to approve PC/CDA Resolution 2023-01, A Resolution Recommending Approval of Village Ordinance 2023-03 Amending the Village of McFarland Comprehensive Plan to Adopt and Incorporate the 2023 East Side Plan.

Clow motioned to approve PC/CDA Resolution 2023-01, A Resolution Recommending Approval of Village Ordinance 2023-03 Amending the Village of McFarland Comprehensive Plan to Adopt and Incorporate the 2023 East Side Plan. Brassington seconded the motion. Motioned carried 10-0.

- e. Discussion and possible action to make a recommendation to the Village Board to issue a Request for Proposal for Land Use Planning for Redevelopments Districts 1 & 2.

Clow motioned to postpone the agenda item to the next Plan Commission and CDA meeting. Brost seconded the motion. Motion carried 10-0.

4. SCHEDULE NEXT MEETING DATE.

- a. Community Development Authority, Wednesday, May 10th, 2023 at 7:00PM.
- b. Plan Commission, Tuesday, May 16th, 2023 at 7:00PM.

5. ADJOURNMENT.

Brost motioned to adjourn meeting. Yerke seconded the motion. Motion carried 10-0. Meeting adjourned at 9:26 PM.

McFarland
SUMMARY SHEET

MEETING DATE: Wednesday, May 10, 2023

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and possible action to elect a Chairperson for the Community Development Authority.

PREVIOUS ACTION:

ISSUE SUMMARY:

[Sec. 2-247\(e\)](#) provides that the CDA shall choose annually from its members a chairperson and such other officers as it deems necessary. The May 10th meeting is the first meeting of the CDA under the 2023-2024 Village Board year.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

The purpose of this agenda item is to hear nominations and vote to elect a chairperson.

ATTACHMENTS:

None

**VILLAGE OF
McFarland
SUMMARY SHEET**

MEETING DATE: Wednesday, May 10, 2023

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and possible action to make a recommendation to the Village Board to issue a Request for Proposals for Land Use Planning for Redevelopment Districts 1 & 2.

PREVIOUS ACTION:

February 2, 2023 CDA meeting to discuss RFP preparation.

February 20, 2023 Plan Commission meeting to discuss RFP preparation.

ISSUE SUMMARY:

Within the packet is a copy of the draft Request for Proposals to update Redevelopment District No. 1 (Terminal & Triangle District Plan) and Redevelopment District No. 2 (Downtown Master Plan). Staff will review the RFP with the CDA members and discuss any desired revisions prior to a recommendation to the Village Board to issue the RFP. The Plan Commission will also meet on May 16th to review the RFP and provide a recommendation to the Village Board.

FINANCIAL/BUDGET IMPACT:

Funding for this project is included within the Village's 2023 Budget.

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

A number of recent Village plans have identified the need to update the land use plans for Redevelopment Districts No. 1 and No. 2:

- 2022-23 Strategic Plan, Goal C Housing & Economic Development, Action ii. Development RFP, bid, hire and complete Terminal & Triangle District Plan/Redevelopment District Plan No. 1, including new Overlay TIF District.
- 2022-23 Strategic Plan, Goal C Housing & Economic Development, Action iii. Begin process (i.e. RFP, Award, Plan Development) to establish a new Downtown Redevelopment Plan.
- 2017 Comprehensive Plan, Initiative #4. Implement and Update Plans for Downtown Revitalization.
- 2017 Comprehensive Plan, Initiative #5. Implement and Review the Terminal and Triangle District Plan.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:



Motion, and second, to make a recommendation to the Village Board to issue a Request for Proposals for Land Use Planning for Redevelopment Districts 1 & 2.

ATTACHMENTS:

1. Village of McFarland RFP Land Use Planning for Redevelopment Districts 1 & 2_05.03.2023



Request For Proposals

Land Use Planning for Redevelopment Districts 1 & 2

RFP Issuance Date: May 23, 2023

RFP Due Date: By 4:00 PM on July 6, 2023

Please Submit to:

Village of McFarland
Department of Community & Economic Development
Attn: Andrew Bremer, AICP
Community & Economic Development Director
5915 Milwaukee Street
PO Box 110
McFarland, WI 53558

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SECTION 1 Purpose

The purpose of this Request for Proposals (RFP) is to receive competitive proposals from qualified consultants who are interested in completing updated land use plans for Redevelopment District Plan No. 1 and No. 2 for the Village of McFarland. The creation of these separate plans is meant to provide detailed recommendations regarding the development character of the Village's Redevelopment District No. 1 (aka Terminal & Triangle District) and Redevelopment District No. 2 (aka Downtown District), including the specific future locations, types, densities, and intensities of a variety of land uses and future public infrastructure improvements. The updates to Redevelopment District No. 1 are also anticipated to include the creation of a new overlay Tax Increment Finance District. The inclusion of redevelopment concepts, site and building design guidelines, affordable housing, sustainable land use and transportation planning strategies will be vital to the final deliverables of both plans. The planning process will require input from various Village committees/commissions/board, Village staff, residents, property, and business owners.

The selected consultant will need to demonstrate experience in the development of neighborhood, district, and downtown master plans and the creation of Tax Increment Finance District Project Plans under Wis. Stat. 66.1105, including performing blight analysis. A preferred consultant likely consists of a multidisciplinary team including urban planners, landscape architects, civil engineers, housing professionals, economic development professionals, commercial broker and real estate professionals. The Village prefers to work with one consultant to complete both Redevelopment Plans; however, consultants may submit a proposal for completion of just one of the Redevelopment Plans and the Village reserves the right to select separate consultants for each project if deemed in the best interests of the Village.

SECTION 2 History and Background

The Village of McFarland is located adjacent to the southeast side of the City of Madison in Dane County. The January 1, 2023 population of McFarland is estimated at 9,537 residents. US Highway 51 serves as the main connection point between the cities of Madison and Stoughton. The Village of McFarland has 75 permanent employees supplemented by seasonal, temporary, and part-time employees when necessary. The Village's primary departments include Administration, Community & Economic Development, Communications/Technology, Fire and Rescue, Library, Public Works (including Parks and Utilities), Police, and Senior Outreach. More information about the Village is available at www.mcfarland.wi.us.

Redevelopment District No. 1 (Terminal & Triangle District)

On August 9, 2004, the Village adopted the Project Plan for Tax Increment District #3 (TID #3). TID #3 is located along US 51 between Siggelow Road and Vogus Road. TID #3 was created as an Industrial post-95 TID. The expenditure period for TID #3 ended on August 9, 2022, and the TID is anticipated to close in 2027. The TID #3 Project Plan was amendment in 2007 to add additional territory and again in 2015 to establish TID #3 as a Donor to TID #4.

In 2005, the Village adopted the Terminal & Triangle District Plan to guide future public and private investments within and adjacent to TID #3, including areas within the City of Madison north of Terminal Drive. In 2010, the Village adopted Redevelopment District No. 1. The study area for Redevelopment District No. 1 matches the current TID #3 boundary. The 2010 plan carried forward many of the land use recommendations from the 2005 Terminal & Triangle District Plan, with the addition of a property blight analysis.

Several public and private redevelopment projects have occurred in Redevelopment District No. 1 since the inception of TID #3. Significant private redevelopment projects include the development of Lineage Logistics (4704 Terminal Drive), Lincoln Contractors Supply (4414 Terminal Drive), development of the Badger Business Park (McFarland Court), various fuel terminal improvements including the addition of 4110 Terminal Drive, Waubesa Village a mixed-use development at 4604-4608 Siggelkow Road & 4908 Terminal Drive, Humble Oaks Apartment at 4703 Terminal Drive (phase 1 of a four phase office and multi-family development site), and development of a new office and warehouse facility at 4313 Triangle Street. In 2021, Kwik Trip received approval of a conditional use permit to develop a new gas station and convenience store at 4015 Terminal Drive. Construction is anticipated to occur in 2025 or sooner based on existing property leases. In 2023, structures at 4008 and 4012 Terminal Drive were razed by the property owner in anticipation of future redevelopment. Despite these improvements, many properties within and adjacent to Redevelopment District No. 1 remain under-utilized including industrial, commercial, and residential areas. The Village desires to continue to improve these areas.

Recent and upcoming public infrastructure improvement projects include the 2022 reconstruction of Terminal Drive from Siggelkow Road to 4703 Terminal Drive. The Village's Capital Improvement Plan identifies reconstruction of the remaining portion of Siggelkow Road from 4703 Terminal Drive to US Highway 51 in 2027. There is also a segment of Triangle Street planned for reconstruction from a rural to urban cross-section in 2028. Future pavement rehabilitation projects include Ivywood Trail in 2024 and McFarland Court in 2025. The study area also includes two Village Parks (Brandt and McDaniel), adjacent to the Lower Yahara River Trail connecting McFarland to Madison. Several park improvement projects have occurred over the past two decades. In 2023, the Village is anticipated to improve the beach at McDaniel Park with the installation of a water filtration system in collaboration with Dane County Parks Department. The Village desires to continue to improve these two parks, including potential expansion opportunities.

The WisDOT is also currently working on two USH 51 projects and studies that are included within the Redevelopment District No. 1 area. The first project is in the design phase and extends from Stoughton to Meinders Road ([US 51 Stoughton to McFarland](#)). The second project is in the study phase and extends from Vogus Road/Terminal Drive to WIS 30 ([US 51 Stoughton Road South Study](#)).

Redevelopment District No. 2 (Downtown District)

A desire to improve the Downtown area of McFarland has been a consistent theme within Village planning projects for many decades. In 1999, the Village adopted a Village Center Master Plan. The most significant outcome of this planning project was the development of the E.D. Locke Public Library. On January 14, 2008 the Village adopted the Project Plan for Tax Increment District #4 (TID #4). TID #4 was created as a Blighted post-95 TID. Due to the Great Recession, the financial performance of TID #4 underperformed until 2015 when the Village approved a Base-Value Redetermination and identified TID #4 as a Receipt to TID #3. Due to the Base-Value Redetermination, the expenditure period for TID #4 was revised to January 14, 2028 and the TID is anticipated to close in 2033. In 2010, the Village completed a Downtown Strategic Market Analysis Opportunities Assessment. This project included a retail market analysis to identify niche market opportunities. Concurrent with the Market Analysis, in 2010 the Village adopted Redevelopment District No. 2. The study area for Redevelopment District No. 2 matches the current TID #4 boundary. The 2010 plan carried forward many of the land use recommendations from the Market Analysis, with the addition of a property blight analysis.

Several public and private redevelopment projects have occurred in Redevelopment District No. 2 since the inception of TID #4. Significant private redevelopment projects include the development of the Farwell Place Apartments (5020 Farwell Street, phase 1 of a planned 2 or 3 phase development site), a new mixed-use building at 5411 Bashford Street opened in 2023, rehabilitation of 5910 Main Street a locally designated historical property, rehabilitation of 5923 Exchange Street (McFarland Café) a local and nationally designated historical property and the oldest building within McFarland. Despite these improvements, many properties within and adjacent to Redevelopment District No. 2 remain under-utilized including industrial, commercial, and residential areas. The Village desires to continue to improve these areas.

In 2017, Exchange Street was reconstructed from Bashford/Farwell Street to Broadhead Street. This project included new decorative terraces, benches, cross walks, trash receptacles, and bike lanes. In addition, a new public parking lot was added at 6001 Exchange Street. More recently the Village has purchased two residential properties (5802/04 Main Street and 5817 Milwaukee Street) with an eye toward future redevelopment opportunities. In 2022, the Village began construction of a new Public Safety Center at 6001 Broadhead Street. This building is nearing completion and the Village's Police, Fire/EMS, and Municipal Court services will relocate from the Municipal Center. The Village is also nearing completion of a [Municipal Campus Plan](#). The purpose of this study is to identify a plan for the adaptive reuse of the Municipal Building into a Community Center, including relocation of the existing Youth Center (5114 Farwell Street) within the building, adding a new Senior Center, space for additional Library programming, and growth for the remaining Village Departments and services (Administration, Community & Economic Development, Communications & Technology, Senior Outreach). The study area also includes Arnold Larson Park and the Lower Yahara River Trail. The Village desires to continue to build on these past and current public improvement projects. In 2020, the Village developed a draft Enhancement Plan for Arnold Larson Park and the Village desires to build-off this initial concept. This park is part of a closed WDNR BRRS site (#03-13-000811).

The Village most recently updated its Comprehensive Plan in 2017, Land Use Initiatives #4 and #5 directly speak to this planning RFP:

- 2017 Comprehensive Plan, Initiative #4. Implement and Update Plans for Downtown Revitalization.
- 2017 Comprehensive Plan, Initiative #5. Implement and Review the Terminal and Triangle District Plan.

Other relevant previous studies include:

- | | |
|---|--|
| • 2023 Municipal Center Campus Master Plan | • 2010 Downtown Strategic Market Analysis and Opportunities Assessment |
| • 2023 Economic Strategic Plan | • 2008 TIF District #4 Project Plan |
| • 2023 Housing Needs Assessment Study | • 2007 TIF District #3 Amended Project Plan |
| • 2021 Sustainability Plan | • 2007 Larson Park Clay Cap Cover Barrier Maintenance Plan |
| • 2020 Larson Park Enhancement Plan | • 2006 Brandt Park Master Plan |
| • 2019 Outdoor Recreation & Open Space Plan | • 2005 Terminal & Triangle District Plan |
| • 2019 Hotel Feasibility Study | • 2005 Highway 51 Corridor Concept Plan |
| • 2017 McDaniel Park Master Plan | • 2004 TIF District #3 Project Plan |
| • 2015 TIF #3 Amended Project Plan | • 1999 Village Center Master Plan |
| • 2015 TIF #4 Amended Project Plan | |
| • 2010 Redevelopment District No 1 | |
| • 2010 Redevelopment District No. 2 | |

Copies of these plans are available on the Community & Economic Development website under the [Community Development Plans tab](#).

The planning area for the updated redevelopment plans will be finalized with input from the selected consultant but is anticipated to include those areas within the 2010 plans along with expansion to adjacent properties. Preliminary study area maps are provided in Exhibit A and B of this RFP.

This planning process will be guided under the Direction of the Community & Economic Development Director and the Village's Plan Commission and Community Development Authority. The Plan Commission holds its regular meeting on the Third Tuesday of the month at 7:00pm. The Community Development Authority holds its regular meeting on the Second Wednesday of the month at 7:00pm. For this project, the Plan Commission and CDA may consider holding joint meetings on either of these two nights. Consultants should anticipate project meetings with the Plan Commission and CDA on either of these dates throughout the project as needed. Additional input from other Village committees and boards is anticipated through the planning process including the Public Works and Utilities Committee, Parks & Recreation Committee, Landmarks Commission, and the Village Board. The Village is currently

utilizing a hybrid of in-person and Zoom public meetings. The Consultant should anticipate a combination of in-person, remote, or hybrid meetings throughout the planning process.

SECTION 3 Plan Objectives

Broad objectives for this planning project include, but are not limited to:

1. Reassess the land use plans, concepts, and strategies identified in the 2010 Redevelopment Plans No. 1 & 2. Build on what has been accomplished or worked well and revisit planning assumptions, concepts and strategies that have not worked well or have yet to come to fruition. Build-off the work completed as part of the 2023 Municipal Center Master Plan, 2023 Housing Needs Assessment, 2023 Economic Strategic Plan, and the other prior plans identified in Section 2, including past park master plans.
2. Strengthen opportunities to diversify the Village's housing stock, including affordable rental and homeowner units, and mixed-use developments.
3. Identifying locations that are most desirable and feasible for the (re)development of new recreation, residential, mixed-use, retail, commercial, office, and light industrial businesses. Based on market research, identify the types of retail, commercial, office, and light industrial businesses that are desired and likely to succeed within each redevelopment area. Identify how the Village's existing Zoning Map and list of permitted or conditional uses may need to be revised to implement the plan recommendations.
4. Identify specific strategies (e.g. plan policies, zoning and subdivision ordinance revisions, public and private infrastructure improvements, land acquisition, funding sources, etc.) to implement the vision and recommendations within the plan and to ensure land use development occurs in a sustainable manner.
5. Identify the type and location of future transportation infrastructure, including streetscaping enhancements applicable to the desired design character of each redevelopment area, including subareas. This includes the location and design characteristics of future new or reconstructed roadways, as well as the location of future on- and off-road recreational trails. Identify what type of land use and zoning design considerations would support future opportunities to provide transit services within these areas.
6. Obtain input from a broad set of community stakeholders including various Village committees/commissions/board, Village staff, residents, property, business owners, real estate and development professionals. Provide innovative approaches to educate stakeholders on urban planning principles, including reaching and obtaining input from typically unrepresented stakeholders and silent supporters.

Upon adoption, the plans will replace the Village's existing 2010 Redevelopment District No. 1 and No. 2, as well as replace the Village's 2005 Terminal & Triangle District Plan, 2010 Downtown Strategic Market Analysis and Opportunities Assessment, 2005 Terminal and Triangle District Plan, and 1999 Village Center Master Plan.

SECTION 4 Scope of Work

The selected Consultant will provide a full range of municipal planning services required to create new Redevelopment District No 1 & 2 Plans. While it is anticipated that the new plans will build off the prior 2010 plans, neither the planning process nor the final deliverable need to prescriptively follow those used in the creation of the 2010 plans. The desired services include, but are not specifically limited to the following:

1. Planning Area Identification & Background Analysis. Identification of the final planning area boundary. A description of the planning area, including a summary of prior planning activities, relevant planning documents and studies identified in Section 2, existing natural resources and infrastructure, issues & opportunities within the redevelopment districts, etc. This includes both Village plans, and those relevant plans adopted by regional entities such as the Capital Area Regional Planning Commission (e.g. [Regional Development Framework](#)), [Dane County Housing Initiative](#) (e.g. Dane County Housing Needs Assessment, Dane County Regional Housing Strategy), Greater Madison Metropolitan Planning Organization (e.g. [Connect Greater Madison 2050](#)), Madison Region Economic Partnership (e.g. [Advance Now 2.0 Strategy](#)), and [City of Madison Comprehensive Plan and neighborhood plans](#) (as related to Redevelopment District No. 1 only). Incorporate WisDOT US 51 design plans and studies as applicable (as related to Redevelopment District No. 1 only).
2. Existing Conditions Analysis & Blight Evaluations. The consultant shall perform a combination of land use, zoning, demographic, housing, and economic development market profiles and assessments in order to evaluate the planning areas and inform creation of concepts and recommendations within each redevelopment plan. This task shall also include a blight analysis of properties within the two studies areas following best practices and applicable Wis. Stat. (e.g. Wis. Stat. 66.1105, 66.1301 to 66.1329, 66.1331, 66.1333, and 66.1337).
3. Preferred Land Use Plan, Conceptual Renderings and Site Plans. The consultant shall develop a preferred land use map for each redevelopment area. The Preferred Land Use Plan for both redevelopment plans are expected to include more detailed subdistrict land use categories, maps, concepts, policies, and recommendations. This includes recommendations regarding the location of preferred land uses, suggested development density and intensity, recommended building heights, floor area ratios, principal building setbacks, minimum or maximum parking requirements, and typical implementing zoning districts. The use of representative images and more detailed conceptual renderings and scaled site plans for specific strategic properties or land use categories is anticipated,

including both public and private properties. The creation of roadway conceptual cross sections is also anticipated. The level of detail should match or exceed what was provided in the 2010 redevelopment plans. It is anticipated that the consultant will likely need to produce several alternative development scenarios, preferred land use maps, and conceptual renderings and site plans for review and consideration by the Village as part of an iterative planning process. Areas for more specific conceptual renderings and site plans may include, but are not limited to:

Redevelopment District No. 1:

- a. McDaniel Park. Potential future expansion south to include 4912 and 4914 McDaniel Lane.
- b. Brandt Park. Potential future expansion west to include 4519 Siggelkow Road, primarily for additional off-street parking and opportunities to add parking along the Terminal Drive side of the park.
- c. Areas adjacent to the intersection of Siggelkow Road and Terminal Drive, including the area bounded by Ivywood Trail, Terminal Drive, Siggelkow Road, and US 51.
- d. Areas north of McFarland Court along Terminal Drive north to the Village limits.
- e. Properties in the vicinity of Meinders Road north to Vogus Road.
- f. Properties along Erling Avenue, including 5100 Erling Avenue.

Redevelopment District No. 2:

- a. McFarland Centre (5210 Farwell Street), including the existing Youth Center (5114 Farewell Street).
 - b. Farwell Street, from Merrill Street to Exchange Street.
 - c. Chase Lumber (5417 Long Street).
 - d. 5800 block of Main, Milwaukee and Wisconsin Street.
 - e. 5300 block of Long Street.
 - f. Arnold Larson Park.
4. Design Guidelines. The consultant shall prepare detailed site and building design guidelines for each redevelopment area and applicable subdistricts. This shall include representative photos and illustrations to convey design principles. Site and building design guidelines shall be tailored to the context of each redevelopment area and applicable to McFarland, including recommendations specific to historically designated properties within the project areas. This task shall also include the development of a checklist that developers, Village staff and Plan Commission can utilize in the future when reviewing actual development proposals. The consultant shall also identify recommended streetscaping enhancements within each redevelopment area including preliminary cost estimates.
5. Implementation Recommendations & Strategies. Describe implementation strategies including amendments to the Village's existing zoning, subdivision, capital improvement plan, outdoor recreation plan which will be necessary in order to implement the recommendations of the plan. Identify strategies for addressing affordable housing,

sustainability, or transportation related recommendations. Identify potential implementation, timelines, and marketing strategies to redevelop the planning areas, including potential land acquisition needs. Provide preliminary cost estimates for proposed recommendations and where applicable estimated impacts to property values and tax increment. Identify specific funding programs or partners, including public or private, that would be applicable to McFarland.

6. Mapping. The planning project is anticipated to result in several planning maps for each redevelopment plan which may include, but are not limited to, the following:
 - a. Planning Area
 - b. Existing Land Use
 - c. Existing Zoning
 - d. Natural Resources, including WDNR wetlands, FEMA Floodplains, steep slopes, hydric soils, surface water, woodlands, existing Capital Area Regional Planning Commission (CARPC) mapped Environmental Corridors and Future Potential Environmental Corridors, etc.
 - e. Infrastructure & Project Locations Map. Locations of existing and future public utilities (e.g. sewer, water, etc.), stormwater management areas, transportation, landscaping and streetscaping improvements.
 - f. Blight Determination Parcels. A map of properties determined to be blighted based on the work completed within Task 2.
 - g. Park Concept Plans & Preliminary Cost Estimates. Park improvement concept plans for McDaniel Park, Brandt Park, and Arnold Larson Park including preliminary cost estimates.
 - h. Future Land Use. A map illustrating the locations of those future land uses described within Task 3, including conceptual locations for road improvements, bike and pedestrian facilities, park expansions, drainage areas and stormwater management facilities, etc.
 - i. Comprehensive Plan Future Land Use Map. The consultant will provide the Village with an updated Comprehensive Plan Future Land Use Map that incorporates the final Future Land Use Plan for both redevelopment areas.
7. TID #6 Overlay District Project Plan. Based on the analysis completed in Task 1-6, the consultant shall prepare a TID #6 Overlay District Project Plan meeting the requirements of Wis. Stat. 66.1105. The Village does not assume that all areas within the existing TID #3 and Redevelopment District No. 1 will be included in the new TID #6 Overlay District. Note, this task does not assume assistance with adoption of the TID #6 Project Plan. Adoption of the Project Plan will be coordinated by Village staff.
8. Community Input. The consultant shall develop and execute a public engagement plan to inform and gather input from stakeholders regarding this planning project. The planning process will require input from various Village committees/commissions/board, Village staff, residents, property, business owners, real estate and development

professionals. The consultant may engage these audiences through a variety of methods including but not limited to listening sessions, surveys, interviews, focus groups, open houses, virtual meetings, or other means to be suggested and determined. Consultants are expected to gather input from a variety of stakeholders in addition to those who live or work within the study areas. Given the distinct nature of each planning area, the consultant may need to consider separate public involvement meetings for each redevelopment plan. The consultant should also budget for an appropriate number of meetings with Village Staff, the Plan Commission/CDA, and other various Village committees and stakeholders, to develop the plan based on the experience of the Consultant and the needs of this project. A final presentation of the plan will be required once the document is complete to both the Plan Commission/CDA and Village Board. This includes a public hearing on the final draft document. Proposals shall specifically describe the public engagement tools and meetings the consultant proposes as part of their cost estimate.

These are the general requirements for the creation of a new Redevelopment District No. 1 and No. 2 Plans and are not intended to be an all-inclusive list of every task necessary to complete the project. It is expected that consultants will submit proposals that provide the Village with more specific recommendations for approaches, tasks, and deliverables based on their expertise from past work on similar projects. Innovative approaches that meet the intent of the Plan Objectives and Scope of Work are welcomed, these could be presented as additional services or additional approaches in the consultant response.

SECTION 5 **Deliverables**

The selected consultant shall complete a final and separate Redevelopment District Plan No. 1 and No. 2 plan documents that contain at a minimum those items described in the final Scope of Services. The final plan documents shall be user friendly, incorporating graphics and minimizing text to present clear and concise planning documents.

The final plans put forth for acceptance shall be completed in such a way that they can be fully integrated with other plans and initiatives adopted by the Village. The selected Consultant shall provide the Village with an electronic copy of the final plan in its original and pdf format, including all maps, GIS data and GIS map packages, graphics, or tables used to create the plans. The selected Consultant shall provide the Village with one (1) hard copy of the final plans and an electronic PDF copy of the final plans. Draft deliverables may be provided in PDF format.

SECTION 6 **RFP Submittal Requirements**

1) Qualification Details consisting of:

- a. Cover Letter – Including, but not limited to a statement of understanding and approach to this project. Consultants shall clearly identify whether they are

submitting a proposal for completion of only one specific individual Redevelopment District Plan or both Redevelopment District Plans.

- b. Experience – A summary of five to seven similar or relevant projects that the consultant has executed within the last seven years. Electronic links to full copies of similar or relevant plans are encouraged. Hard copies of similar or relevant plans are not desired and can be provided electronically.
- c. References – Provide three to five municipal client references for which the consultant has provided similar planning services within the last seven years. Include the name, email, and telephone number of the contact person and a description of services provided to that contact.

2) Technical Proposal consisting of:

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

3) Project Management Plan Proposal consisting of:

- a. Key Personnel – A list or organization chart of personnel directly assigned to the project, along with responsibilities on this project and resumes. Clearly illustrate the responsibilities and lines of communication and authority relative to your project management team. Describe your plan to interface with Village staff. The Consultant's Project Manager, who will be responsible for planning, coordinating, and conducting the majority of the work, including meeting attendance with Village Staff, Plan Commission and CDA, must be identified and committed to the project. The Village reserves the right to approve Consultant's Project Manager and any requested personnel and subcontractor changes during the course of the project.
- b. Quality Control – Describe quality control measures and processes to ensure the project requirements are achieved within the project budget and schedule.
- c. Village Staff Commitments – Identification of those items within the Scope of Work for which the consultant anticipates assistance by Village Staff. Village Staff will serve as the point of contact for public inquires during the planning process, will attend all public meetings, will maintain a project website, and provide public outreach of planning activities through existing Village social media outlets, electronic and community newsletters. Village Staff can also assist in providing

parking occupancy counts within the study areas as needed and providing existing GIS data.

- d. Project Schedule – A proposed schedule that indicates project milestones by phases or tasks, delivery of draft and final project deliverables, and overall timeline for completion of the Redevelopment Plans. Identification of meetings with Village Staff, Village committees, and the public, including summary of targeted discusses and meeting outcomes.
- e. Supplemental Information – Any other information deemed necessary to address the requests of this RFP.

4) Cost and Labor Hours Proposal consisting of:

- a. Cost – Lump Sum price to complete the plan as proposed in the Consultant’s base Scope of Work.
- b. Estimated Labor Hours – A summary of estimated labor hours by task, or phase, that clearly identifies the project team members, their hourly rate, and the number of hours performed by each participant organized by task or phase.
- c. Additional Scope/Fees – Total fee, hours per employee, and hourly rates by employees, for any additional services not identified as included in the Consultant’s base Scope of Work.

5) General requirements consisting of:

- a. Due Date – **Responses to the RFP must be received by 4:00 PM CST on Thursday July 6, 2023.** Proposals received late, for any reason, shall not be accepted.
- b. Format & Location – Prospective consultants shall provide one (1) electronic PDF copy. RFP submittals shall be emailed to the Community & Economic Development Director at andrew.bremer@mcfarland.wi.us, subject: Proposal for Redevelopment Districts 1 & 2. Note, an email more than 30 MB won’t be accepted by the Village’s email server. Alternatively, consultants may submit an electronic PDF copy via a USB flash drive to the McFarland Department of Community & Economic Development:

Attn: Andrew Bremer, AICP
Community & Economic Development Director
Proposal for Redevelopment Districts 1 & 2
5915 Milwaukee Street, PO Box 110,
McFarland, WI 53558.

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

SECTION 7 Evaluation Criteria

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

- Key Personnel (15 points). Experience and qualifications relevant to key personnel and their associated project roles and estimated labor hours.
- Project Experience (15 points). Level of experience completing similar projects with local government entities of similar size, structure, and complexity.
- Scope of Work (25 points). Level of responsiveness and technical approaches to the scope of work outlined within the RFP. Demonstration of knowledge and innovative approaches particular to the desired Scope of Work and Plan Objectives.
- Cost Effectiveness (25 points). Ability to meet budget/value as related to proposed and additional costs. Hourly rates of key personnel. Estimated total labor hours. Total project budget.
- Project Schedule (10 points). Ability to be responsive in meeting schedule required to complete the plan and deliverables. Quality, clarity and creativity of proposed planning process and public engagement, including specific proposed engagement tools and project meetings.
- Quality of Submittal (10 points). Quality, clarity and completeness of submittal package, including identification of draft and final deliverables. Consultants shall not submit verbatim sections of this RFP as their proposal.

SECTION 8 Method & Timeline of Selection

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

- **May 23rd – RFP Issuance Date.**

- **June 14th – Deadline for submittal of written questions.** Questions regarding this RFP shall be emailed to the Community & Economic Development Director at andrew.bremer@mcfarland.wi.us.
- **June 16th – Responses to written questions.** Responses to all submitted written questions will be posted to the Village website.
- **July 6th – RFP Due Date.** RFP's shall be submitted no later than 4:00 PM on Thursday, July 6th.
- **July 10-21 – Evaluation.** The Evaluation Team will review the proposals and decide which, in its sole discretion, it chooses to further consider via an in-person or virtual interview.
- **July 24th – August 2nd – Interviews.** At its discretion, the Evaluation Team may host interviews of perspective consultants in order to make a selection.
- **August 3rd – Evaluation Team Recommendation.** The Evaluation Team will make its recommendation to the Plan Commission & Community Development Authority for further consideration following completion of their work to evaluate the proposals. The Village prefers to work with one consultant to complete both Redevelopment Plans; however, the Village reserves the right to select separate consultants for each project if deemed in the best interests of the Village.
- **August 9th – Community Development Authority Recommendation.** The CDA will consider the recommendation of the Evaluation Team in order to make their own recommendation to the Village Board.
- **August 15th – Plan Commission Recommendation.** The Plan Commission will consider the recommendation of the Evaluation Team in order to make their own recommendation to the Village Board.
- **August 22nd – Village Board.** The Board will take final action to consider acceptance of the recommended proposal and enter into a contract for this purpose.
- **August 23rd – September 1st – Final Contract.** The Village Attorney will draft the final contract for signatures utilizing the approved proposal and the Village's Standard Contract.
- **September 5th – Estimated project commencement date.**
- **March 26th, 2024 – Estimated project completion date.** Village Board acceptance of final plans.

SECTION 9 Terms and Conditions

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

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

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

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

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

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

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

SECTION 10 RFP Exhibits

Exhibit A: Draft Redevelopment District No. 1 Study Area

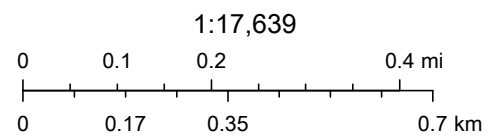
Exhibit B: Draft Redevelopment District No. 2 Study Area

Exhibit C: Standard Contract Template

Preliminary Redevelopment District No. 1 Study Area



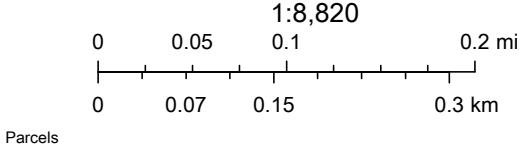
4/14/2023, 2:42:00 PM



Preliminary Redevelopment District No. 2 Study Area



4/14/2023, 2:52:49 PM



VILLAGE OF MCFARLAND CONTRACT

Expiration Date: _____

Maximum Cost: _____

Registered Agent: _____

Address: _____

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

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

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

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

- I. TERM. The term of this Contract shall commence as of the date on which all parties have executed this Contract and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties or as provided in Section IV. PROVIDER shall complete its obligations under this Contract not later than the EXPIRATION DATE.
- II. SERVICES.
 - A. PROVIDER agrees to provide the services detailed in the attached Schedule A.
 - B. PROVIDER shall commence, carry on and complete its obligations under this Contract with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Contract and all applicable laws. In providing services under this Contract, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of VILLAGE. Time is of the essence with regard to all dates for completion of any services under this Contract unless expressly provided otherwise.
 - C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Contract. Such personnel shall not be deemed to be employees of VILLAGE nor shall they or any of them have or be deemed to have any direct contractual relationship with VILLAGE.

- D. All services by PROVIDER shall be performed in a good and workmanlike manner and consistent with all standards of performance customary in the State of Wisconsin as well as any standards of quality advertised by PROVIDER.
- III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Contract, without the prior written consent of VILLAGE unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from VILLAGE under this Contract may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. PROVIDER shall promptly provide notice of any such assignment or transfer to VILLAGE.
- IV. TERMINATION.
- A. The Village may terminate this Contract for any reason upon thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 2. failure by PROVIDER to carry applicable licenses or certifications as required by law in order to complete the services to be provided under this Contract.
 3. failure of PROVIDER to comply with reporting requirements contained herein.
 4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Village Board or the State or Federal Governments to appropriate sufficient funds to carry out VILLAGE's obligations hereunder, shall result in automatic termination of this Contract as of the date funds are no longer available, without notice.
- D. Upon the expiration or any termination of this Contract, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Contract shall at the option of VILLAGE become the property of VILLAGE, and PROVIDER shall be entitled to receive just and equitable compensation, for any satisfactory work completed on such documents, services, papers, data, products. Notwithstanding the above, PROVIDER shall not be relieved of liability to VILLAGE for damages sustained by VILLAGE by virtue of any breach of this Contract by PROVIDER, and VILLAGE may withhold any payments to PROVIDER for the purpose of offset.
- V. PAYMENT. VILLAGE agrees to make such payments for services rendered under this Contract as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Contract or its attachments, VILLAGE shall never be required to pay more than the sum set forth on page 1 of this Contract under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Contract.
- VI. REPORTS. PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence.

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

VIII. INSURANCE.

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

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

Commercial General Liability.

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

Commercial/Business Automobile Liability.

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

Environmental Impairment (Pollution) Liability

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

Workers' Compensation.

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

Umbrella or Excess Liability.

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

- C. Upon execution of this Contract, PROVIDER shall furnish VILLAGE with a Certificate of Insurance listing VILLAGE as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Contract. The Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services is Claims-Made and indicate the Retroactive Date, and PROVIDER shall maintain coverage for the duration of this Contract and for six (6) years following the completion of this Contract. PROVIDER shall furnish VILLAGE, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the VILLAGE with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or VILLAGE may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against VILLAGE upon any matter herein indemnified against, VILLAGE shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance, if required. In case of any sublet of work under this Contract, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The VILLAGE, acting at its sole option and through its Village Board, may waive any and all requirements contained in this Contract, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by Village Board taking into account the nature of the work and other factors relevant to VILLAGE's exposure, if any, under this Contract.
- IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Contract constitute or be construed as a waiver by VILLAGE of any breach of the covenants of this Contract or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by VILLAGE while any such default or breach shall exist shall in no way impair or prejudice the right of VILLAGE with respect to recovery of damages or other remedy as a result of such breach or default.
- X. NON-DISCRIMINATION. During the term of this Contract, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment, except to the extent that such factors are substantially related to the qualifications of such person to perform the work or receive the services. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph.

XI. MISCELLANEOUS.

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Contract on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Contract. PROVIDER shall notify VILLAGE immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner. The person(s) executing this Contract on behalf of PROVIDER individually warrants and represents that he, she or they are duly authorized to enter into this Contract and bind the PROVIDER hereto, and that no signatures other than those shown in the signature blocks below are necessary to make this Contract binding on PROVIDER.
- B. Controlling Law and Venue. It is expressly agreed that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall lie solely in the Dane County Circuit Court.
- C. Limitation of Contract. This Contract is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Contract shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Contract. The entire agreement of the parties is contained herein and this Contract supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Contract shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to this contract upon one or several counterparts of this instrument, which together shall constitute a single instrument.
- F. Severability. In the event any provision, term or clause contained in this Contract shall be determined unlawful or unenforceable, such determination shall not affect the remaining provisions of this Contract which shall remain in full force and effect. In the event any such provision, term or clause shall be determined unlawful or unenforceable as to any particular person or circumstances, such determination shall not affect the applicability of such provision to any other person or under any other circumstances.

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

FOR PROVIDER:

Date Signed: _____

Date Signed: _____

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

* * *

FOR VILLAGE:

Date Signed: _____
Brad Czebotar, Village President

Date Signed: _____
Cassandra Suettinger, Clerk/Treasurer

Approved as to form:

Allen D. Reuter
Village Attorney

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

Schedule A

1. Describe services to be performed **in detail**.
2. Add in any time limits on when the services are to begin, when to end, and any other definite or referable time limits.
3. Put in any cancellation provision you want or reference cancellation to a proposal or bid. If you don't do anything, there will be no cancellation provision.
4. Add in any assignment provisions, if necessary, or reference proposal or bid provision. Again, if you do nothing, there will be no assignment provisions allowable. That is the normal course of events.
5. Include any standards to be used by the Provider when doing the work; these can be referenced to a proposal or can be written out here and subject to your on-going approval.
6. Add in anything you are supposed to do to aid or facilitate the work of the Provider.

Schedule B

1. Indicate the maximum amount the Provider will be paid.
2. Include how Provider will be paid, that is, whether in one lump sum at the beginning or end, a percentage now and installments later on, how payments are referenced if installments (whether by percent and dates, by amount of work done, flat dollar amount by units of service billed to you, etc.). If you are using unit cost basis, make sure that a unit is identifiable and measurable and is described in Schedule “A”.
3. Describe how the Provider is to bill the VILLAGE. If a Provider is to bill you, indicate when they will be paid (30 days, 60 days, etc.) after receipt of the bill.

Schedule C

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

Example

SCHEDULE "A"

- I. Pursuant paragraph #1 of the attached CONTRACT, the PROVIDER shall provide the following services:
 - a. Examine in detail the operations of the Sanitary department with a view toward recommending improvements in the manner in which in-coming work is assigned to the various field personnel. It is contemplated that this work shall be accomplished by the PROVIDER assigning one of its staff full-time to this phase until accomplished. Date of completion: not later than 7-15-16.
 - b. Make detailed written recommendations for the improvement of the in-take functions of the Sanitary department described in a. above. The goal of this phase is to increase the efficiency of the department and to expedite requests for inspections by members of the public. Date of completion: 7-15-16.
 - c. Evaluate the recommendations in b. above by auditing the intake functions of the department after the recommendations have been instituted and make any necessary adjustments. This is contemplated to be an on-going process over a period of 5 months, with a completion date of January 15, 2016.
- II. In accomplishing the objectives of I. above, the PROVIDER is to adhere to the concepts and provisions of its proposal dated July 1, 2015, and attached hereto and incorporated herein by reference.
- III. VILLAGE personnel shall cooperate with the PROVIDER and its agents in the performance of the PROVIDER'S obligations hereunder.

Example

SCHEDULE "B"

- I. PROVIDER shall be paid on the basis of work completed, when completed at the following rates:
 - a. For the completion of Schedule "A", para I.a., the sum of \$2,000.00 if completed timely, with a reduction of 1% of said amount for each calendar day uncompleted beyond the schedule completion date.
 - b. For the completion of Schedule "A", para I.b., the sum of \$5,000.00 if completed timely, a reduction of 2% for each day late.
 - c. For completion of Schedule "A", para I.c., the sum of \$25.00 for each hour of service actually spent evaluating and auditing the performance of the department under the recommendations of the PROVIDER, the PROVIDER to submit monthly, by the 10th of the succeeding month, a bill itemizing hours spend in performance of said duties.
- II. If PROVIDER is timely with respect to all its obligations under this CONTRACT, the VILLAGE shall make payments due within 30 days of the dates of completion of PROVIDER'S obligations or of billing, as appropriate. If PROVIDER fails to meet time limits, VILLAGE'S payments will be delayed an additional 30 days.
- III. In no event shall the PROVIDER be paid more than the sum of \$2,000.00 for its obligations under para. I.c. above.

SCHEDULE "C"

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