

Tuesday, November 19, 2024

7:00 PM

McFarland Municipal Center
5915 Milwaukee St, McFarland
Community Room

AGENDA

The public may attend in-person or remotely through the Zoom webinar or telephone options listed below.

Please Note: Virtual attendance is offered as a convenience, but technical difficulties beyond the Village's control may prevent or limit its availability at any meeting. The public is encouraged to attend the meeting in person to assure full access to the proceedings.

PLEASE CLICK THE LINK BELOW TO JOIN THE ZOOM WEBINAR:

<https://us02web.zoom.us/j/84087260504>

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

Webinar ID: 840 8726 0504

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 Plan Commission 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 Commission 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 Commission 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 Commission 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 October 9, 2024 Plan Commission meeting.
- b. Motion to approve the minutes of the October 15, 2024 Plan Commission meeting.

4. PUBLIC HEARINGS.

- a. Public Hearing regarding Ordinance 2024-24, Various Amendments to Chapter 62, Zoning Code Related to Changes and Amendments.

5. BUSINESS.

- a. Discussion and action to make a recommendation to the Village Board regarding Ordinance 2024-24, Various Amendments to Chapter 62, Zoning Code Related to Changes and Amendments.
- b. Discussion and action to make a recommendation to the Village Board regarding Ordinance 2024-25 An Ordinance to Amend Various Sections of Chapter 8, Buildings and Building Regulations.

- c. Discussion and action to make a recommendation to the Village Board regarding Resolution 2024-21, A Resolution Approving a Land Exchange and Development Agreement with Kevin Urso related to proposed Village Well #5.
 - d. Discussion and action to make a recommendation to the Village Board regarding updates to Community & Economic Development Department permit and park impact fees for 2025.
 - e. Discussion regarding proposed amendments to Article 62-III Floodplain Zoning.
 - f. Discussion and action to make a recommendation to the Village Board regarding issuing a Request for Proposals to update the Village's Zoning and Subdivision Codes.
6. SCHEDULE NEXT MEETING DATE.
- a. Tuesday, December 17, 2024 at 7:00PM.
7. 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.

Joint Community Development Authority and Plan Commission Minutes October 9, 2024

CDA Members Present: Stephanie Brassington, Luke Fessler, Elizabeth Yszenga
CDA Members Absent: Krystalynn Sabol, Anthony Hennes, Ben Tanko, Kurt Zimmerman
PC Members Present: Carolyn Clow, Stephanie Brassington, Scott Peters, Jill Halverson
(7:04 PM), Chris Reynolds, Austen Conrad
Staff Present: Andrew Bremer, Kong Thao

1. CALL TO ORDER

Clow called the meeting to order at 7:10. The Community Development Authority did not have enough members to establish a quorum and the meeting proceeded as a Plan Commission only meeting. CDA members Fessler and Yszenga remained in attendance as public attendees but did not participate in Commission discussions.

2. PUBLIC APPEARANCES

Meredith Hughey, 5003 Wild Rye Ct, provided public comments on Agenda item 4.a's regarding the proposed timeline if it was adequate time provided for comments, concerns about definition of light industrial and commercial development, and for consistency of the concept photos shown to match the terms provided.

3. APPROVAL OF THE MINUTES

- a. Motion to approve the minutes of the September 11, 2024, Joint Community Development Authority and Plan Commission meeting.

Clow asked the Plan Commission to post-pone action on approval of the minutes for the next scheduled meeting of the Joint Body as the Joint Body is not present to approve. The Commission affirmed the decision.

4. BUSINESS.

- a. Discussion regarding updates to Redevelopment District Plans 1 and 2.

Bremer provided summary of the agenda item and recapped the activity to this meeting. Stephen Tremlett, MSA Professional Project Manager, was present to provide a summary of the public comments received at the July 11 public

information meeting, revisions to preferred design concepts of subdistricts, key goals for redevelopment, and implementation for Redevelop District Plans 1 and 2.

The Commission engaged with Tremlett in discussion throughout the presentation for Districts 1 and 2. The discussion included alternative concepts shown, clarity on definitions included in plans, strategies for implementation, potential use of mix-used buildings, balance of desirability of building styles and affordable housing.

5. SCHEDULE NEXT MEETING DATE.

- a. Tuesday October 15, 2024 at 7:00PM (Plan Commission)
- b. Wednesday, November 13, 2024 at 7:00PM, (Community Development Authority)

6. ADJOURNMENT.

Conrad motioned to adjourn the meeting. Peters seconded the motion. Motion carried 6-0. Meeting adjourned at 8:30 PM.

Plan Commission Minutes October 15, 2024, at 7:00 P.M.

Members Present: Carolyn Clow, Stephanie Brassington, Chris Reynolds, Austen Conrad, Jill Halverson

Members Absent: Scott Peters

Staff Present: Andrew Bremer, Kong Thao

1. CALL TO ORDER, ROLL CALL

Chair Clow called the meeting to order at 7:00 P.M.

2. PUBLIC APPEARANCES.

There were no public appearances during this section.

3. APPROVAL OF MINUTES.

- a. Motion to approve the minutes of the September 17, 2024, Plan Commission meeting.

Clow moved to approve the minutes of the September 17, 2024, Plan Commission meeting. Conrad seconded the motion. Motion carried 5-0.

4. PUBLIC HEARINGS.

- a. Public hearing on a Certified Survey Map requested by MCGN Properties, LLC for a property located at 4719 Burma Road, McFarland, WI.

Bremer's summary included agenda items 4.a., 4.b., 5.a., and 5.b., since they are all related to the same project. Bremer highlighted the changes made since the previous meeting, Staff's recommended conditions of approval associated with the Certified Survey Map and Conditional Use Permit. The applicant was present at the meeting and did not add additional comments to Bremer's summary.

Clow opened the public hearing at 7:21 PM. There were no persons attending in person or virtual who wished to speak on the item. Clow closed the public hearing at 7:22 PM.

- b. Public hearing on a Conditional Use Permit requested by MCGN Properties, LLC for a proposed 12-unit multifamily development at 4719 Burma Rd, McFarland, WI.

The summary for this agenda item was covered in Bremer's summary in agenda item 4.a. Clow opened the public hearing at 7:25 PM. There were no persons attending in person or virtual who wished to speak on the item. Clow closed the public hearing at 7:26 PM.

5. BUSINESS.

- a. Discussion and action on a Certified Survey Map requested by MCGN Properties, LLC for a property located at 4719 Burma Road, McFarland, WI.

The summary for this agenda item was covered in Bremer's summary in agenda item 4.a. No additional questions or concerns from the Commission or Staff.

Clow motioned to approve a Certificate Survey Map requested by MCGN Properties, LLC for a property located at 4719 Burma Road, McFarland, conditioned on:

1. Removal of Note #2 on Sheet 1 of the CSM.
2. Recording of the Public Trail Easement Agreement prior to obtaining a building occupancy permit.

Seconded by Conrad. Motion passed 5-0.

- b. Discussion and action on a Conditional Use Permit requested by MCGN Properties, LLC for a proposed 12-unit multifamily development at 4719 Burma Rd, McFarland, WI.

This agenda item was covered in Bremer's summary in agenda item 4.a. No additional questions or concerns from the Commission or Staff.

Clow motioned to approve a Conditional Use Permit requested by MCGN Properties, LLC for a proposed 12-unit multifamily development at 4719 Burma Road, McFarland, WI with the following conditions of approval:

1. Revise the site design plans to address the comments in the Village Engineer's staff report dated October 7, 2024.
2. Installation of watch for pedestrian crossing signs on both sides of Burma Road near the proposed curb ramp. Final location to be coordinated with the Public Works Department.
3. The proposed access road will need to be marked or signed as No Parking.
4. Installation of one exterior light pole facing north along the southern edge of the parking lot area. The light pole shall not exceed 15 feet in height and shall include a full cut-off light fixture. Building mounted light fixture shall be downcast full-cut off. Applicant to provide staff with a cut sheet for proposed exterior light fixtures and a photometric lighting plan per the Site Design Review Checklist for review and approval by staff prior to obtaining a building permit.

5. The proposed fence along the west side of the development shall be a solid fence made of wood or plastic material measuring six feet in height.
6. The proposed dumpster shall be placed in an enclosure meeting the requirements of Section (i) of Appendix B, Landscaping Standards, of the Municipal Code, excepting the need for gate side to be oriented toward the interior of the site.
7. Applicant to provide the Community & Economic Development Director updated site design sheets meeting the conditions of approval prior to obtaining building permits.

Seconded by Conrad. Motion passed 5-0.

- c. Discussion and action on a Site Design Review permit requested by MCGN Properties, LLC for a proposed 12-unit multifamily development located at 4719 Burma Road.

No additional comments or information to add from the previous summary provided by Bremer in agenda item 4.a. The Commission did not have any additional comments or concerns.

Clow motioned to approve a Site Design Review Permit requested by MCGN Properties, LLC for a proposed 12-unit multifamily development at 4719 Burma Road, McFarland, WI with the following conditions of approval:

1. Revise the site design plans to address the comments in the Village Engineer's staff report dated October 7, 2024.
2. Installation of watch for pedestrian crossing signs on both sides of Burma Road near the proposed curb ramp. Final location to be coordinated with the Public Works Department.
3. The proposed access road will need to be marked or signed as No Parking.
4. Installation of one exterior light pole facing north along the southern edge of the parking lot area. The light pole shall not exceed 15 feet in height and shall include a full cut-off light fixture. Building mounted light fixture shall be downcast full-cut off. Applicant to provide staff with a cut sheet for proposed exterior light fixtures and a photometric lighting plan per the Site Design Review Checklist for review and approval by staff prior to obtaining a building permit.
5. The proposed fence along the west side of the development shall be a solid fence made of wood or plastic material measuring six feet in height.
6. The proposed dumpster shall be placed in an enclosure meeting the requirements of Section (i) of Appendix B, Landscaping Standards, of the Municipal Code, excepting the need for gate side to be oriented toward the interior of the site.

7. Applicant to provide the Community & Economic Development Director updated site design sheets meeting the conditions of approval prior to obtaining building permits.

Seconded by Conrad. Motion passed 5-0.

6. SCHEDULE NEXT MEETING DATE.

- a. Tuesday, November 19 at 7:00PM

7. ADJOURNMENT.

Conrad motioned to adjourn; Reynolds seconded the motion. Motion carried 5-0.
Meeting adjourned at 7:39 P.M.

McFarland
SUMMARY SHEET

MEETING DATE: Tuesday, November 19, 2024

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Public Hearing regarding Ordinance 2024-24, Various Amendments to Chapter 62, Zoning Code Related to Changes and Amendments.

PREVIOUS ACTION:

ISSUE SUMMARY:

2017 Wis. Act 243 repealed Wis. Stat. § 62.23(7)(d)2m.a, which required a three-fourths vote by the governing body to approve a proposed zoning amendment when a protest petition was filed. Although the statutory protest petition was eliminated, the municipalities could still enact, or in the case of McFarland, maintain local ordinances that established a protest petition process like the former Wis. Stat. § 62.23(7)(d)2m.a., because nothing in the law prohibited such ordinances. [Section 62-344](#) of the Zoning Code includes provisions related to Protest Petitions.

On June 22, 2023, the governor signed 2023 Wis. Act 16 into law. Act 16 is a housing bill that addresses, among other regulations, the procedures for amending zoning ordinances. Under Act 16, state law now prohibits such a Protest Petition process from being established at the local level. Wisconsin Stat. § 66.10015(3)(a) provides that a zoning amendment only requires approval by a simple majority of a quorum of the members-elect. However, a two-thirds vote may still be required for a down zoning ordinance pursuant to Wis. Stat. § 66.10015(3)(b) and for a zoning amendment when an airport protest petition is brought pursuant to Wis. Stat. § 62.23(7)(d)2m. The latter is not applicable to McFarland. This new provision does not take effect until January 1, 2025. Ordinance 2024-24 is proposed to address the required consistency with 2023 Wis. Act 16 prior to the effective date of January 1, 2025.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

Sec. 62-4 Definitions

Sec. 62-343 Procedure for Changes or Amendments

Sec. 62-344 Protest

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

This item is for public hearing only. The Business portion of the agenda includes discussion and potential action on the proposed Ordinance.

ATTACHMENTS:



1. Ord_2024-24

**VILLAGE OF MCFARLAND
ORDINANCE 2024-24**

**VARIOUS AMENDMENTS TO CHAPTER 62, ZONING CODE RELATED TO
CHANGES AND AMENDMENTS**

PURPOSE, To amend various sections of the McFarland Zoning Code for consistency with 2023 Wis. Act 16.

SPONSOR, Andrew Bremer, AICP, Community & Economic Development Director

REFERRAL, Plan Commission (required)

PUBLIC HEARING, Class 2, held by Plan Commission

WHEREAS, on June 22, 2023, the Wisconsin Governor signed 2023 Wis. Act 16 into law; and

WHEREAS, under 2023 Wis. Act 16, municipalities are prohibited from requiring a three-fourths vote by the governing body to approve a proposed zoning amendment when a protest petition is filed; however, a two-thirds vote may still be required for a down zoning ordinance pursuant to Wis. Stat. 66.10015(3)(b); and

WHEREAS, 2023 Wis. Act 16 has a delayed effective date of January 1, 2025; and

WHEREAS, the Village of McFarland Zoning Code is established to promote and maintain the comfort, health, safety, morals, prosperity, aesthetics and general welfare of the people of the Village; and

WHEREAS, the McFarland Plan Commission held a public hearing on Ordinance 2024-24 at their November 19, 2024 meeting; and

WHEREAS, prior to holding the public hearing the Village provided a Class 2 notice as required under Section 62-343 of the Zoning Code; and

WHEREAS, the Village Board finds that the proposed ordinance amendment is consistent with the Village's Comprehensive Plan; and

WHEREAS, the Village Board finds approval of Ordinance 2024-24 is in the public interest.

NOW THEREFORE, be it ordained by the Village Board of the Village of McFarland, in the State of Wisconsin, as follows:

SECTION 1: **REPEAL** “62-344 Protest” of the Village of McFarland
Municipal Code is hereby *repealed* as follows:

R E P E A L

~~62-344 Protest~~ (*Repealed*)

- (a) In the event of a protest against amendment to the Zoning Map, duly signed and acknowledged by the owners of 20 percent or more, either of the areas of the land included in such proposed change, or by the owners of 20 percent or more of the land immediately adjacent extending 100 feet therefrom, or by the owners of 20 percent or more of the land directly opposite thereto extending 100 feet from the street frontage of such opposite land, such changes or amendments shall not become effective except by the favorable vote of three-fourths of the full Village Board membership.
- (b) In the event of protest against amendment to the text of the regulations of this Chapter, duly signed and acknowledged by 20 percent of the number of persons casting ballots in the last general election, it shall cause a three-fourths vote of the full Village Board membership to adopt such amendment.

~~(Code 1998, § 13-1-243; Ord. No. 2003-03, § 1(13-1-243), 3-24-2003)~~

SECTION 2: **AMENDMENT** “62-343 Procedure For Changes Or
Amendments” of the Village of McFarland Municipal Code is hereby *amended* as follows:

A M E N D M E N T

62-343 Procedure For Changes Or Amendments

- (a) *Request for changes.* Petitions for any change to the district boundaries and maps or amendments to the text regulations shall be addressed to the Village Board and shall be filed with the Zoning Administrator, describe the premises to be rezoned or the portions of text of regulations to be amended, list the reasons justifying the petition, specify the proposed use, if applicable, and have attached the following, if petition be for change of district boundaries:
 - (1) Plot plan, drawn to a scale of one inch equals 100 feet showing the area proposed to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts and the location and existing use of all properties within 300 feet of the area proposed to be rezoned.
 - (2) Owners' names and addresses of all properties lying within 100 feet of the area proposed to be rezoned.
 - (3) Together with additional information as may be required by the Plan Commission or Village Board.

(b) *Plan Commission review and recommendations.*

- (1) The Zoning Administrator shall cause the petition to be forwarded to the Plan Commission for its consideration and recommendation. Following receipt of the petition, the Plan Commission shall hold a public hearing upon each proposed change or amendment, giving notice of the time, place and the change or amendment proposed by publication of a class 2 notice, pursuant to Wis. Stats. Ch. 985. At least ten days prior, written notice shall also be given to the clerk of any municipality within 1,000 feet of any land that would be affected by the proposed change or amendment. The Plan Commission shall also notify the owners of all properties lying within 100 feet of the land proposed to be rezoned. Failure to comply with this provision shall not, however, invalidate any previous or subsequent action on the application.
- (2) Following such hearing, the Plan Commission shall review all proposed amendments to the text and Zoning Map within the corporate limits of the Village, and shall recommend, in writing, that the petition be granted as requested, modified or denied. A recording of the recommendation in the Plan Commission's official minutes shall constitute the required written recommendation.

(c) *Village Board action.*

- (1) Following receipt and consideration of the Plan Commission's recommendation, the Village Board shall take action on the proposed ordinance implementing the proposed change or amendment. Approval of the proposed ordinance requires a simply majority of a quorum of the Village Board, except the Village Board may not enact a down zoning ordinance unless at least two-thirds of the members-elect approve the ordinance. If the down zoning ordinance is requested, or agreed to, by the person who owns the land affected by the proposed ordinance, the ordinance may be enacted by a simple majority of the members-elect.
 - (2) The Village Board shall hold an additional public hearing, preceded by the same notice required for the Plan Commission public hearing, upon the written request of the petitioner ~~or; any of the parties identified in Section 62-342 or from sufficient owners of neighboring properties who hold protest rights pursuant to Wis. Stats. § 62.23(7)(d)2m, and Section 62-344.~~ In addition, the Village Board may, on its own volition, conduct its own public hearing on the proposed amendment.
- (d) *Fee.* The application fee for processing a petition for a zoning change or amendment shall be the fee established by the Village Board from time to time and provided in Appendix A to this Code. The applicant shall also pay all costs incurred by the Village in notifying the public and affected property owners pursuant to Subsections (b) and (c) of this Section.

(Code 1998, § 13-1-242; Ord. No. 2003-03, § 1(13-1-242), 3-24-2003)

SECTION 3: AMENDMENT “62-4 Definitions” of the Village of McFarland Municipal Code is hereby *amended* as follows:

AMENDMENT

62-4 Definitions

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- (a) *Abutting*. Having property or district lines in common (e.g., two lots are abutting if they have property lines in common).
- (b) *Accessory building or use*.
 - (1) An accessory building or use is one that:
 - a. Is customary and clearly incidental to the principal building or principal use;
 - b. Serves exclusively the principal building or principal use;
 - c. Is subordinate in area, extent or purpose to the principal building or principal use;
 - d. Contributes to the comfort, convenience or necessity of occupants of the principal building or principal use served; and
 - e. Is located on the same zoning lot as the principal use served, with exception of such accessory off-street parking facilities as are permitted to locate elsewhere than on the same zoning lot as the building or use served.
 - (2) An accessory building or use includes, but is not limited to, the following:
 - a. A children's playhouse, garden house or private greenhouse;
 - b. A garage, carport, shed or building for storage incidental to a permitted use;
 - c. Incinerators incidental to a permitted use;
 - d. Storage of goods used in or produced by permitted manufacturing activities on the same zoning lot with such activities, unless such storage is excluded by the district regulations;
 - e. The production, processing, cleaning, servicing, testing, repair or storage of merchandise normally incidental to a permitted retail service or business use if conducted by the same ownership as the principal use;
 - f. Off-street motor vehicle parking areas and loading facilities;
 - g. Signs, as permitted and regulated in each district incorporated in this Chapter; and
 - h. Earth station dish antennas, which are ground-mounted or building-mounted.
- (c) *Acre, net*. The actual land devoted to the land use, excluding public streets, public

lands or unusable lands, and school sites contained within 43,560 square feet.

- (d) *Adjacent*. Neighboring or within visible proximity (e.g., includes property that is across the street or public right-of-way and includes all properties directly impacted by a proposed development whether abutting or not).
- (e) *Agricultural use*. Any of the following activities conducted for the purpose of producing an income or livelihood: crop or forage production, keeping livestock, beekeeping nursery, sod or Christmas tree production, floriculture, aquaculture, fur farming, forest management and enrolling land in a federal agricultural commodity payment program for a federal or state agricultural land conservation payment program.
- (f) *Alley*. A public way not more than 24 feet wide that affords only a secondary means of access to abutting property.
- (g) *Animal unit*. One animal unit is the equivalent of one cow, or one horse, or one pony, or one mule, or two hogs or ten sheep, or ten goats or 50 poultry or equivalent combination of them.
- (h) *Apartment*. A room or suite of rooms in a multiple-family structure that is arranged, designed, used or intended to be used as a single housekeeping unit. Complete kitchen facilities, permanently installed, must always be included for each apartment.
- (i) *Arterial street*. A public street or highway used or intended to be used primarily for large volume or heavy through traffic. Arterial streets shall include freeways and expressways as well as arterial streets, highways and parkways.
- (j) *Automobile laundry*. A building or portion thereof containing facilities for washing automobiles using production-line methods with a chain, conveyor, blower, steam-cleaning device or other mechanical devices or any premises with a capacity of washing 20 or more vehicles per eight-hour day.
- (k) *Awning*. A retractable, rooflike cover, temporary in nature, which projects from the wall of a building.
- (l) *Basement*. That portion of any structure located partly below the average adjoining lot grade, which is not designed or used primarily for year-around living accommodations.
- (m) *Block*. A tract of land bounded by streets or by a combination of streets and public parks, cemeteries, railroad right-of-way, bulkhead lines or shorelines of waterways. A block may be located in part beyond the boundary lines of corporate limits of the Village.
- (n) *Boardinghouse*. A building other than a hotel or restaurant where meals or lodging are regularly furnished by a rearrangement for compensation for three or more persons not members of a family, but not exceeding 12 persons and not open to transient customers.
- (o) *Bufferyard*. A unit of land, together with a specified type and amount of planting thereon, and any structures that may be required between land uses to eliminate or minimize conflicts between them.
- (p) *Buildable lot area*. The portion of a lot remaining after required yards have been provided.

- (q) *Building*. Any structure built for the support, shelter or enclosure of persons, animals, chattels or movable property of any kind and which is permanently affixed to the land. When any portion thereof is completely separated from every other portion by masonry or firewall without any window, which wall extends from the ground to the roof, then such portion shall be deemed to be a separate building.
- (r) *Building, completely enclosed*. A building separated on all sides from the adjacent open space or from other buildings or structures by a permanent roof and by exterior walls or party walls, pierced only by windows and normal entrance or exit doors.
- (s) *Building coverage*. The proportion of the lot area, expressed as a percent, that is covered by the maximum horizontal cross section of a building or buildings.
- (t) *Building detached*. A building surrounded by open space on the same lot.
- (u) *Building height*. A vertical distance from the curb level or the approved ground level opposite the center of the front of a building to the highest point of the roof in the case of a flat roof, to the deck line of a mansard roof, and to the mean-height level between eaves and ridges of a gable, hip or gambrel roof.
- (v) *Building, principal*. A building in which the principal use of the lot on which it is located is conducted.
- (w) *Building setback line*. A line parallel to the lot line at a distance parallel to it, regulated by the yard requirements set up in this Code.
- (x) *Bulk*. Used to indicate the size and setbacks of buildings or structures and the location of such buildings or structures with respect to one another and includes the following:
 - (1) Size and height of buildings;
 - (2) Location of exterior walls at all levels in relation to lot lines, streets or to other buildings;
 - (3) Gross floor area of buildings in relation to lot area (floor area ratio);
 - (4) All open spaces allocated to buildings; and
 - (5) Amount of lot area provided per dwelling unit or lodging room.
- (y) *Business*. An occupation, employment or enterprise that occupies time, labor and materials, or wherein merchandise is exhibited or sold, or where services are offered.
- (z) *Channel*. Those floodlands normally occupied by a stream of water under average annual high-water flow conditions while confined within generally well-established banks.
- (aa) *Clinic, medical and dental*. A building in which a group of physicians, dentists or physicians and dentists and allied professional assistants are associated for the purpose of carrying on their professions. The clinic may include an accessory dental or medical laboratory. It shall not include in-patient care or operating rooms for major surgery.
- (ab) *Club or lodge, private*. A nonprofit association of persons who are bona fide members paying annual dues, which owns, hires or leases a building or portion thereof, the use of such premises being restricted to members and their guests. The affairs and management of such private club or lodge are conducted by a Board of Directors, Executive Committee or similar body chosen by the members at their annual meeting. It shall be permissible to serve food and meals on such premises, provided adequate dining room space and kitchen facilities are available. Where properly licensed under existing Village ordinances, the consumption of intoxicating beverages by members of

such club or lodge or their guests may be permitted.

- (ac) *Community living arrangement.* The following facilities licensed or operated or permitted under the authority of the child welfare agencies under Wis. Stats. § 48.60, foster homes for children under Wis. Stats. § 48.02(6), group homes for children under Wis. Stats. § 48.02(7), and community-based residential facilities under Wis. Stats. § 50.01(1g), but does not include day care centers, nursing homes, general hospitals, special hospitals, prisons and jails. The establishment of a community living arrangement shall be in conformance with applicable Sections of Wis. Stats. §§ 46.03(22), 59.69(15), 62.23(7)(i) and 62.23(7a), and amendments thereto, and also the Wisconsin Administrative Code.
- (ad) *Conditional uses.* Uses of a special nature as to make impractical their predetermination as a principal use in a district.
- (ae) *Conforming building or structure.* Any building or structure that:
 - (1) Complies with all the regulations of this Chapter or any amendment thereto governing bulk or the zoning district in which such building or structure is located; or
 - (2) Is designed or intended for a conforming use.
- (af) *Conservation standards.* Guidelines and specifications for soil and water conservation practices and management enumerated in the Technical Guide, prepared by the Natural Resources Conservation Service for Dane County, adopted by the County Soil and Water Conservation District Supervisors, and containing suitable alternatives for the use and treatment of land based upon its capabilities from which the landowner selects that alternative which best meets the landowner's needs in developing soil and water conservation.
- (ag) *Controlled access arterial street.* The condition in which the right of owners or occupants of abutting land or other persons to access, light, air or view in connection with an arterial street is fully or partially controlled by public authority.
- (ah) *Convalescent home and nursing home.* A home for the aged, infirm, chronically ill or incurable persons in which five or more persons not of the immediate family are received, kept or provided with food and shelter or care for compensation but not including hospital clinics or similar institutions devoted primarily to the diagnosis and treatment of disease or injury, maternity cases or mental illness.
- (ai) *Curb level.* The level of the established curb in front of such building measured at the center of such front.
- (aj) *Development.* Any manmade change to improved or unimproved real estate, including, but not limited to, construction of or additions or substantial improvements to buildings, other structures, or accessory uses, mining, dredging, filling, grading, paving, excavation or drilling operations or disposition of materials.
- (ak) *District, basic.* A part of the Village for which the regulations of this Chapter governing the use and location of land and building are uniform.
- (al) *District, overlay.* Overlay districts, also referred to herein as regulatory areas, provide for the possibility of superimposing certain additional requirements upon a basic zoning district without disturbing the requirements of the basic district. In the instance of conflicting requirements, the more strict of the conflicting requirements shall apply.

(am) Down Zoning Ordinance. A zoning ordinance that affects an area of land in one of the following ways:

(1) By decreasing the development density of the land to be less dense than was allowed under its previous usage.

(2) By reducing the permitted uses of the land, that are specified in a zoning ordinance or other land use regulation, to fewer uses than were allowed under its previous usage.

(an) *Dwelling.* A building or part of a building containing one or more dwelling units and also containing other directly associated elements such as hallways, storage areas or common laundry facilities. For purposes of this Chapter, this term does not include "group lodging facilities."

(ao) *Dwelling, attached.* A dwelling separated from another dwelling unit and having any portion of any roof, wall or floor in common with another dwelling unit.

(ap) *Dwelling, detached.* A dwelling that is entirely surrounded by open space on the same lot.

(aq) *Dwelling, multiple-family.* A building, or portion thereof, containing three or more dwelling units.

(ar) *Dwelling, single-family.* A building containing one dwelling unit only.

(as) *Dwelling, two-family.* A building containing two dwelling units only.

(at) *Dwelling unit.* An area within a dwelling that is designed, occupied or intended to be occupied by a family (or by a nonfamily household) as permitted by this Chapter as separate living quarters with private kitchen, sanitary, sleeping and living quarters within the unit.

(au) *Eating place.* Establishments primarily engaged in the retail sale of prepared food and drinks for consumption on the premises. Caterers and institutional food service establishments are included. The term shall not apply to houses of worship, religious, fraternal, youths' or patriotic organizations, service clubs and civic or union organizations that occasionally prepare or serve or sell meals to transients or the general public, nor shall it include any public or private school lunchroom.

(av) *Efficiency unit.* A dwelling unit consisting of one principal room exclusive of bathroom, kitchen, hallway, closets or dining alcove directly off the principal room, providing that such dining alcove shall not exceed 90 square feet in area and shall not be used for sleeping purposes.

(aw) *Elderly dwelling.* A building, or portion thereof, designed, designated and used exclusively by a person who is 55 years of age or older, or a family, the head of which or spouse is 55 years of age or older.

(ax) *Essential services.* Services provided by public and private utilities, necessary for the exercise of the principal use or service of the principal structure. These services include underground, surface or overhead gas, electrical, steam, water, sanitary sewerage, stormwater drainage, and communication systems and accessories thereto, such as poles, towers, wires, mains, drains, vaults, culverts, laterals, sewers, pipes, catchbasins, water storage tanks, conduits, cables, fire alarm boxes, police call boxes,

traffic signals, pumps, lift stations and hydrants, but not including buildings.

- (ay) *Establishment, business.* A place of business carrying on operations that are physically separate and distinct from those of any other place of business located on the same zoning lot.
- (az) *Family.* An individual or group of two or more individuals who are related by blood, marriage or adoption, together with not more than four additional persons not so related, living as a single household in a dwelling unit. For purposes of this Chapter, family includes nonfamily households.
- (ba) *Family day care.* The provision of day care for children for compensation within a dwelling whether or not licensed by the state, including educational services so long as the care and services are taking place within a dwelling.
- (bb) *Farming, general.* Includes floriculture, forest and game management, orchards, raising of grain, grass, mint and seedcrops, raising of fruits, nuts and berries, sod farming and vegetable farming. General farming includes the operating of such an area for one or more of the above uses with the necessary accessory uses for treating or storing the produce; provided, however, that the operation of any such accessory uses shall be secondary to that of the normal farming activities.
- (bc) *Farmstead.* A single-family residential structure located on a parcel of land, which primary land use is associated with agriculture.
- (bd) *Floor area.* The sum of the gross floor area for each of a building's stories measured from the exterior limits of the faces of the structure. The floor area of a building includes basement floor area. It does not include cellars and unenclosed porches or any floor space in an accessory building or in the principal building that is designed for the parking of motor vehicles in order to meet the parking requirements of this Article.
- (be) *Floor area ratio.* An intensity measured as a ratio derived by dividing the total floor area of a building by the gross area site. Where the lot is part of a larger development and has no bufferyard, that lot area may be used instead of the gross site area.
- (bf) *Foster home.* Any facility that is operated by a person required to be licensed by Wis. Stats. § 48.62(1)(a) and that provides care and maintenance for no more than four children or, if necessary to enable a sibling group to remain together, for no more than six children or, if the State Department of Children and Families promulgates rules permitting a different number of children, for the number of children permitted under those rules.
- (bg) *Frontage.* All the property abutting on one side of a street between two intersecting streets or all of the property abutting on one side of a street between an intersecting street and the dead end of a street.
- (bh) *Garage, private.* A detached accessory building or portion of the principal building, designed, arranged, used or intended to be used for storage of automobiles of the occupant of the premises.
- (bi) *Garage, public.* Any building or portion thereof, not accessory to a residential building or structure, used for equipping, servicing, repairing, leasing or public parking of motor vehicles.

- (bj) *Gross floor area.* The area within the inside perimeter of the exterior walls of the building under consideration, exclusive of vent shafts and courts, without deduction for corridors, stairways, closets, the thickness of interior walls, columns or other features. The gross floor area of a building, or portion thereof, not provided with surrounding exterior walls shall be the usable area under the horizontal projection of the roof or floor above. The gross floor area shall not include shafts with no openings or interior courts.
- (bk) *Gross site area.* The area of land that is designated by its owner or developer as a tract to be used, developed or built upon as a unit under single ownership or control. The gross site area shall be legally described and made part of the application for zoning approvals.
- (bl) *Group foster home.* Any facility operated by a person required to be licensed by Wis. Stats. § 48.62 for the care and maintenance of five to eight foster children.
- (bm) *Group lodging facilities.* Building or parts of buildings designed, occupied or intended to be occupied as living quarters on a basis other than as a dwelling, dwelling unit, hotel or motel.
- (bn) *Group lodginghouse.* A group lodging facilities containing general lodging rooms not having kitchen facilities, offered for rent or comparable compensation on a monthly or longer basis. Meals or access to common meal preparation facilities may be offered as part of the service to occupants.
- (bo) *Guest, permanent.* A person who occupies or has the right to occupy on a monthly or longer basis a hotel or apartment hotel accommodation as such person's domicile and place of permanent residence.
- (bp) *Historic District.* An area designated by the Village Board on the recommendation of the Landmarks Commission, pursuant to this Section, composed of two or more improvement parcels that together comprise a district of special character or special historic interest or value as part of the development, heritage or cultural characteristics of the Village, state or nation.
- (bq) *Historic site.* A parcel of land having historic significance due to a substantial value in tracing prehistory or history of aboriginal people, or upon which an historic event has occurred, and which has been designated as an historic site under this Chapter, or an improvement parcel, or part thereof, on which is situated an historic structure and any abutting improvement parcel, or part thereof, used as and constituting part of the premises on which the historic structure is situated.
- (br) *Historic structure.* An improvement that has a special character or historic interest or value in showing the development, heritage or cultural characteristics of the Village, state or nation, which has been designated as an historic structure under this Chapter.
- (bs) *Home occupation.* Any activity carried out for gain by a resident conducted as an accessory use in the resident's dwelling unit or in structures accessory thereto.
- (bt) *Home professional office.* A home occupation consisting of the office of a recognized profession.
- (bu) *Hotel.* A facility containing sleeping rooms with private or semi-private bathroom facilities offered overnight lodging to the public for compensation and catering

primarily to the traveling public. A hotel shall offer services such as maid, telephone, desk and vending services. It may offer a restaurant, recreational facilities and meeting facilities.

- (bv) *Hotel, apartment.* A building in which at least 90 percent of the accommodations are dwelling units or are occupied by permanent guests.
- (bw) *Household.* A family or nonfamily group living in a nontransient manner in a single dwelling unit.
- (bx) *Impervious surface.* Those surfaces that do not absorb water. They consist of all buildings, parking areas, driveways, roads, sidewalks, and any areas of concrete or asphalt. In the case of lumberyards, areas of stored lumber constitute impervious surfaces.
- (by) *Impervious surface ratio.* A measure of the intensity of land use that is determined by dividing the total area of all impervious surfaces on a site by the gross site area.
- (bz) *Improvement.* Any building, structure, place, work of art or other object that is all or part of any physical betterment of real property.
- (ca) *Improvement parcel.* A parcel of property containing an improvement that is treated as a single entity for the purpose of levying real estate taxes. The term shall also include any unimproved area of land which is treated as a single parcel for real estate tax purposes.
- (cb) *Junk.* Any scrap, waste, reclaimable material or debris, whether or not stored or used in conjunction with dismantling, processing, salvage, storage, baling, disposal or other use or disposition. Junk includes, but is not limited to, vehicles, tires, vehicle parts, equipment, paper, rags, metal, glass, building materials, household appliances, brush, wood and lumber.
- (cc) *Junkyard.* An open area where waste or scrap materials are bought, sold, exchanged, stored, baled, packed, disassembled or handled, including, but not limited to, scrap iron and other metals, paper, rags, rubber tires and bottles. A junkyard includes an automobile wrecking or dismantling yard, but does not include uses established entirely within enclosed buildings.
- (cd) *Kenel, animal.* Any premises, or portion thereof, where dogs, cats and other household pets are maintained, boarded, bred or cared for in return for remuneration, or are kept for the purpose of sale.
- (ce) *Landmarks Commission.* The Landmarks Commission under this Code.
- (cf) *Landscape surface area ratio (LSR).* The percentage of the gross site area that is preserved as permanently protected landscaped area.
- (cg) *Landscaped area.* The area of the site that is planted and continually maintained in vegetation, including grasses, ground cover, shrubs, bushes and trees. Landscaped area includes the area located within planted and continually maintained landscaped planters.
- (ch) *Loading area.* A completely off-street space or berth on the same lot for the loading or unloading of freight carriers, having adequate ingress and egress to a public street or alley.
- (ci) *Lodging room.* A room rented as sleeping and living quarters without kitchen facilities

and with or without an individual bathroom.

- (cj) *Lodging room (for determining lot area requirements and off-street parking requirements)*. For the purpose of determining the lot area requirements, any lodging room designed or intended to be occupied by more than two persons shall be determined as one lodging room for each two persons; provided, however, that in a lodginghouse or a fraternity and sorority house the number of lodging rooms shall be determined by dividing the total number of persons intended to occupy the lodging rooms by two.
- (ck) *Lodginghouse*. A building where lodging only is provided for compensation for not more than three persons not members of the family.
- (cl) *Lot*. A parcel of land having frontage on a public street, or other officially approved means of access, occupied or intended to be occupied by a principal structure or use and sufficient in size to meet the lot width, lot frontage, lot area and other open space provisions of this Code as pertaining to the district wherein located.
- (cm) *Lot area*. The area of a horizontal plane bounded by the front, side and rear lot lines.
- (cn) *Lot, corner*. A lot of which at least two adjacent sides abut for their full lengths upon a street, provided that the interior angle at the intersection of such two sides is less than 135 degrees. A lot abutting upon a curved street or streets shall be considered a corner lot if the tangents to the curve at its points of beginning within the lot or at the points of intersection of the side lot lines with the street line intersect at an interior angle of less than 135 degrees.
- (co) *Lot coverage (residential)*. The area of a lot occupied by the principal building or buildings and accessory building.
- (cp) *Lot coverage (except residential)*. The area of a lot occupied by the principal buildings or buildings and accessory buildings including any driveways, parking areas, loading areas, storage areas and walkways.
- (cq) *Lot depth*. The mean horizontal distance between the front lot line and the rear lot line of a lot measured within the lot boundaries.
- (cr) *Lot, interior*. A lot situated on a single street that is bounded by adjacent lots along each of its other lines and is not a corner lot.
- (cs) *Lot line*. A property boundary line of any lot held in single or separate ownership, except that where any portion of the lot extends into the abutting street or alley, the lot line shall be deemed to be the abutting street or alley right-of-way line.
- (ct) *Lot line, front*. In the case of a lot abutting upon only one street, the line separating such lot from such street. In the case of any other lot, the owner shall, for the purpose of this Chapter, have the privilege of electing any street lot line the front lot line, providing that such choice, in the opinion of the Zoning Administrator, will not be injurious to the existing, or to the desirable future development of the adjacent properties.
- (cu) *Lot line, rear*. The lot line that is opposite the most distant from the front lot line. In the case of an irregular, triangular or gore-shaped lot, a line 20 feet in length, entirely within the lot parallel to and most distant from the front lot line shall be considered to be the rear lot line for the purpose of determining depth of rear yard.

- (cv) *Lot line, side.* Any lot line not a front lot line or a rear lot line.
- (cw) *Lot lines.* The property lines bounding the lot.
- (cx) *Lot lines and area.* The peripheral boundaries of a parcel of land and the total area lying within such boundaries.
- (cy) *Lot of record.* A lot that is part of a Subdivision or a Certified Survey Map that has been recorded in the Office of the Register of Deeds of Dane County or a parcel of land, the deed to which was recorded in the Office of said Register of Deeds prior to the effective date of the ordinance from which this Chapter is derived. Any lot or parcel of land created through a violation of any other applicable laws or ordinances of the state and the Village shall not, in this instance, be considered a lot of record.
- (cz) *Lot, reversed corner.* A corner lot, the street side lot line of which is substantially a continuation of the front lot line of the first lot to its rear.
- (da) *Lot, substandard.* A parcel of land held in separate ownership having frontage on a public street, or other approved means of access, occupied or intended to be occupied by a principal building or structure, together with accessory buildings and uses, having insufficient size to meet the lot width, lot area, yard, off-street parking areas or other open space provisions of this Code as pertaining to the district wherein located.
- (db) *Lot, through.* A lot that has a pair of opposite lot lines along two substantially parallel streets and which is not a corner lot. On a through lot, both street lines shall be deemed front lot lines.
- (dc) *Lot width.* The horizontal distance between the side lot lines of a lot, measured at right angles to the lot depth, said measurement to be made at the rear line of the required front yard.
- (dd) *Lot, zoning.* A single tract of land located within a single block which, at the time of filing for a building permit, is designated by its owner or developer as a tract to be used, developed or built upon as a unit under single ownership or control. Therefore, a zoning lot or lots may or may not coincide with a lot of record.
- (de) *Minor structures.* Any small, movable accessory erection or construction such as birdhouses, tool houses, pet houses, play equipment, arbors and walls and fences under four feet in height.
- (df) *Mobile home.* A manufactured home that is HUD certified and labeled under the National Mobile Home Construction and Safety Standards Act of 1974. A mobile home is a transportable structure, being eight feet or more in width (not including the overhang of the roof), built on a chassis and designed to be used as a dwelling with or without permanent foundation when connected to the required utilities.
- (dg) *Mobile home lot.* A parcel of land for the placement of a single mobile home and the exclusive use of its occupants.
- (dh) *Mobile home park.* A parcel of land that has been developed for the placement of mobile homes and is owned by an individual, a firm, trust, partnership, public or private association, or corporation. Individual lots within a mobile home park are rented to individual mobile home users.
- (di) *Mobile home Subdivision.* A land Subdivision, as defined by Wis. Stats. Ch. 236 and any Village land division ordinance, with lots intended for the placement of individual mobile home units. Individual homesites are in separate ownership as opposed to the

- rental arrangements in mobile home parks.
- (dj) *Modular unit*. A factory fabricated transportable building unit designed to be used by itself or to be incorporated with similar units at a building site into a modular structure to be used for residential, commercial, educational or industrial purposes.
 - (dk) *Motel*. A facility offering services of a hotel but where the sleeping rooms are physically arranged so that most have access to outside, adjacent parking areas without passing through the lobby.
 - (dl) *Motor freight terminal*. A building or area in which freight brought by motor truck is assembled and/or stored for routing in intrastate or interstate shipment by motor truck.
 - (dm) *Multifamily development*. One lot having a total of three or more dwelling units, regardless of the number of principal residential structures.
 - (dn) *Nameplate*. A sign indicating the name and address of a building, or the name of an occupant thereof, and the practice of a permitted occupation therein.
 - (do) *Nonconforming building or structure*. A building or structure that does not comply with all of the regulations of this Chapter or of any amendment hereto governing bulk for the zoning district in which such building or structure is located.
 - (dp) *Nonconforming use*. A use of land that does not comply with all the regulations of this Chapter or of any amendment hereto governing use for the zoning district in which such use is located.
 - (dq) *Nonfamily households*. A group of individuals not exceeding five in number who do not constitute a "family" as defined in this Section and who live as a single household in a dwelling unit.
 - (dr) *Nursery school*. A facility licensed as a day care center by the state where persons provide for compensation and/or consideration for service, group care for four or more children under seven years of age, for less than 24 hours a day at a location other than the child's own home or the homes of relatives or guardians.
 - (ds) *Nursing home*. An establishment used as a dwelling place by the aged, infirm, chronically ill or incurably afflicted, in which not less than three persons live or are kept or provided for on the premises for compensation, excluding clinics and hospitals and similar institutions devoted to the diagnosis, treatment or the care of the sick or injured.
 - (dt) *Office for a professional person*. An office for a professional person is one in which services are performed by persons engaged in a profession requiring advanced training in a recognized professional specialty and including the fields of religion, architecture, engineering, law, medicine, personal health services and instruction in the liberal or fine arts.
 - (du) *Off-street parking*. A site not within the public right-of-way devoted to the parking of vehicles, including parking spaces, aisles, access drives, and landscaped areas, and providing vehicular access to a public street.
 - (dv) *Outdoor furnace*. An apparatus designed to burn solid or liquid combustible material to produce heat and/or heat hot water for a building in which it is not located.
 - (dw) *Parking lot*. A structure or premises containing five or more parking spaces open to the public.
 - (dx) *Parties in interest*. Includes all abutting property owners, all property owners within

100 feet, and all property owners of opposite frontages.

- (dy) *Planned residential development, dwelling.* A parcel or tract of land having an area as required in the district regulations under common management, single ownership, and which is the site for two or more principal residential buildings and where regulations may be modified as regulated in this Chapter.
- (dz) *Professional office in a home.* The office or studio in a person's residence or a person engaged in a recognized professional specialty and including the fields of religion, architecture, engineering, law, medicine, personal health services and instruction in the liberal or fine arts, provided that such use shall comply with all of the conditions of a home occupation, except that mechanical equipment customarily appurtenant to said profession may be used, provided no external manifestations thereof are apparent at the property line.
- (ea) *Public airport.* Any airport that complies with the definition contained in Wis. Stats. § 114.013(3), or any airport that serves or offers to serve common carriers engaged in air transport.
- (eb) *Public way.* Any sidewalk, street, alley, highway or other public thoroughfare.
- (ec) *Railroad right-of-way.* A strip of land containing railroad tracks and customary auxiliary facilities for only track operation. For the purpose of this Chapter, a railroad right-of-way does not include land used or intended to be used for switching, spur, lead, team or siding tracks, freight depots or stations, loading platforms, train sheds, warehouses, car or locomotive shops, car yards or classification yards.
- (ed) *Reserved parking space.* Those off-street parking spaces allocated for temporary standing of automobiles awaiting entrance to a particular establishment.
- (ee) *Retail.* The sale of goods or merchandise in small quantities to the consumer.
- (ef) *Roadside stand.* A temporary structure that is not permanently affixed to the ground and is readily removable in its entirety, which is used solely for the display or sale of farm products produced on the premises upon which such roadside stand is located. No roadside stand shall be more than 300 square feet in ground area and there shall not be more than one roadside stand on any one premises.
- (eg) *Row house.* A place of abode not more than two stories in height, arranged to accommodate three or more attached living units in which each living unit is separated from the adjoining unit by an unpierced vertical occupancy separation of not less than one hour fire-resistive construction, extending from the basement or lowest floor to the underside of the roof boards. Each living unit shall have separate entrances and exits leading directly to the outside.
- (eh) *Screening.* A hedge, wall or fence to provide a visual separator and physical barrier not less than four feet nor more than six feet in height, unless otherwise provided for in this Chapter.
- (ei) *Setback.* The minimum horizontal distance between the front lot line and the nearest point of the foundation of that portion of the building to be enclosed. The overhang cornices shall not exceed 24 inches. Any overhang of the cornice in excess of 24 inches shall be compensated by increasing the setback by an amount equal to the excess of cornice over 24 inches. Uncovered steps shall not be included in measuring the setback.

- (ej) Reserved.
- (ek) *Signs*. Any medium, including its structure, words, letters, figures, numerals, phrases, sentences, emblems, devices, designs, trade names or trademarks by which anything is made known and which are used to advertise or promote an individual, firm, association, corporation, profession, business, commodity or product and which is visible from any public street or highway.
- (el) *Solar Energy Collection System*. All equipment required to harvest solar energy to generate electricity, including solar panels, solar storage units, power conditioning equipment, transfer equipment, and parts related to the functioning of those items.
- (em) *Solar Energy Collection System, Building & Roof Mounted (Accessory Use)*. A solar photovoltaic system mounted on a rack that is ballasted on, or is attached to, the roof or side of a building or other permitted principal or accessory structure, including limited accessory equipment associated with the system which may be ground mounted. Building and roof mounted systems are accessory to the principal use.
- (en) *Solar Energy Collection System, Ground Mounted (Accessory Use)*. A solar photovoltaic system mounted on a rack or pole that is ballasted on, or is attached to, the ground and is accessory to the principal use.
- (eo) *Solar Energy Collection System, Ground Mounted (Principal Use - Solar Farm)*. A solar photovoltaic system mounted on a rack or pole that is ballasted on, or is attached to, the ground and is the principal use for the lot on which it is located and typically designed for providing energy to off-site uses or export to the wholesale market..
- (ep) *Solar Photovoltaic System*. A solar energy collection system that converts solar energy directly into electricity, the primary components of which are solar panels, mounting devices, inverters, and wiring.
- (eq) *Solar Storage Units*. A component of a solar energy collection system or device that is used to store solar generated electricity or heat for later use.
- (er) *Story*. That portion of a building included between the surface of any floor and the surface of the next floor above it, or if there is no floor above it, then the space between the floor and the ceiling next above it. Any portion of a story exceeding 14 feet in height shall be considered as an additional story for each 14 feet or fraction thereof. A basement having one-half or more of its height above grade shall be deemed a story for purposes of height regulation.
- (es) *Story, half*. That portion of a building under a gable, hip or mansard roof, the wall plates of which, on at least two opposite exterior walls, are not more than 4 1/2 feet above the finished floor of such story. In the case of single-family dwellings, two-family dwellings and multifamily dwellings less than three stories in height, one-half story in a sloping roof shall not be counted as a story for the purposes of this Code.
- (et) *Street*. Property other than an alley or private thoroughfare or travelway that is subject to public easement or right-of-way for use as a thoroughfare and serves as a principal means of access to abutting property.
- (eu) *Street yard*. A yard facing a street and extending across the full width of the lot, the depth of which shall be the minimum horizontal distance between the existing street or highway right-of-way line and a line parallel thereto through the nearest point of the principal structure. Corner lots shall have two or more street yards.

- (ev) *Structural alterations*. Any change in the supporting members of a structure, such as foundations, bearing walls, columns, beams or girders.
- (ew) *Structure*. Anything constructed or erected, the use of which requires a permanent location on the ground or attached to something having a permanent location on the ground.
- (ex) *Temporary auxiliary apartment*. A living arrangement that permits an elderly or handicapped person to live in a temporary separate living area within a single-family detached dwelling unit in the R-1 Residential District, or which permits a relative or personal attendant of an elderly or handicapped person to live in a temporary, separate living area within such a dwelling unit. Such living area may contain separate bath and kitchen facilities to permit a degree of independence. Ingress and egress for such a living area may be either from within the principal dwelling unit or from a side or rear entrance.
- (ey) *Temporary structure*. A movable structure not designed for human occupancy nor for the protection of goods or chattels and not forming an enclosure, such as billboards.
- (ez) *Traditional neighborhood development*. A development as defined by Wis. Stats. § 66.1027(1)(c) that exhibits several of the following characteristics: alleys, streets laid out in a grid system, buildings oriented to the street, pedestrian-orientation, compatible mixed land uses, village squares and greens.
- (fa) *Trailer*. Any structure that is or may be mounted upon wheels for moving about and is propelled by its own or drawn by other motive power and which is used as a dwelling or as an accessory building or structure in the conduct of a business, trade or occupation or issued for hauling purposes.
- (fb) *Urban residential district(s)*. The R-1, R-1A, R-1B, R-2, R-3, R-MH or R-E zoning districts and residences allowed at a conditional use C-G zoning district.
- (fc) *Usable open space*. That part of the ground level of a zoning lot, other than in a required front or corner side yard, which is unoccupied by driveways, drive aisles, service drives, off street parking spaces and/or loading berths and is unobstructed to the sky. This space of minimum prescribed dimension shall be available to all occupants of the building and shall be usable for greenery, drying yards, recreational space, gardening, and other leisure activities normally carried on outdoors. Where and to the extent prescribed in these regulations, balconies and roof areas, designed and improved for outdoor activities, may also be considered as usable open space. The usable open space shall be planned as an assemblage or singularly designed area that maximizes the size for open space usage. The only exception to this standard is where the required open space is designed to be part of the individual living units in the form of patios or decks.
- (fd) *Use*. The purpose or activity for which the land or building thereof is designed, arranged or intended, or for which it is occupied or maintained.
- (fe) *Use, accessory*. A subordinate building or use that is located on the same lot on which the principal building or use is situated and which is reasonably necessary and incidental to the conduct of the primary use of such building or main use, when permitted by district regulations.
- (ff) *Use, conditional*. A use that, because of its unique or varying characteristics, cannot be

properly classified as a permitted use in a particular district. After due consideration, as provided for in this Chapter, of the impact of such use upon neighboring land and of the public need for the particular use at a particular location, such conditional use may or may not be granted.

- (fg) *Use, permitted.* A use that may be lawfully established in a particular district or districts provided it conforms with all requirements and regulations of such district in which such use is located.
- (fh) *Use, principal.* The main use of land or building as distinguished from subordinate or accessory use.
- (fi) *Utilities.* Public and private facilities, such as water wells, water and sewage pumping stations, water storage tanks, electrical power substations, static transformer stations, telephone and telegraph exchanges, microwave radio relays and gas regulation stations, inclusive of associated transmission facilities, but not including sewage disposal plants, municipal incinerators, warehouses, shops, storage yards and power plants.
- (fj) *Vision triangle.* A vision triangle is the triangular area located at the street corner formed by connecting the point of intersection of the curbs of the intersecting streets, or the point of intersection of the asphalt edges of the streets if no curb is present, with two other points located a distance away from the point of intersection along the line of the intersecting curb, or the asphalt edge of the street if no curb is present. On collector and arterial streets, the distance away from the point of intersection to the point along that collector or arterial street is 35 feet. For local streets, the distance away from the point of intersection to the point along that street is 30 feet. For private streets, the distance away from the point of intersection to the point along that street is 25 feet. For alleys, the distance away from the point of intersection to the point along that alley is 20 feet. The functional classification of streets and alleys shall be determined by the Village Engineer consistent with the definitions provided under Section 56-2.
- (fk) *Yard.* An open space on the same lot with a structure, unoccupied and unobstructed from the ground upward except the vegetation. The street and rear yards extend the full width of the lot.
- (fl) *Yard, front.* A yard extending across the full width of the lot and lying between the front line of the lot and the nearest line of the building. The side where the address is shall be considered the front yard.
- (fm) *Yard, rear.* A yard extending across the full width of the lot and lying between the rear lot line and the nearest line of the principal building.
- (fn) *Yard, side.* A yard extending from the front yard to the rear yard, lying between the main building and a side lot line. The width of a side yard shall be the minimum horizontal distance between the side lot line and a line parallel thereto through the nearest point of the principal structure. A side yard does not include any yard that is a street yard.
- (fo) *Zero lot line.* The concept whereby two respective dwelling units within a building shall be on separate and abutting lots and shall meet on the common property line between them, thereby having zero space between said units.
- (fp) *Zoning permit.* A permit issued by the Zoning Administrator to certify that the use of

lands, structures, air and waters subject to this Chapter are or shall be used in accordance with the provisions of said Chapter.

(Code 1998, § 13-1-300; Ord. No. 2003-03, § 1(13-1-300), 3-24-2003; Ord. No. 2003-04, §§ 2, 3, 3-24-2003; Ord. No. 2009-08, § 2, 3-23-2009; Ord. No. 2009-11, §§ 1, 3, 4-27-2009)

PASSED AND ADOPTED BY THE VILLAGE OF MCFARLAND VILLAGE BOARD

_____.

	AYE	NAY	ABSENT	ABSTAIN
Brandt	_____	_____	_____	_____
Brassington	_____	_____	_____	_____
Clow	_____	_____	_____	_____
Fessler	_____	_____	_____	_____
Leamy	_____	_____	_____	_____
Peña	_____	_____	_____	_____
Prill	_____	_____	_____	_____

Presiding Officer

Attest

Carolyn Clow, Village President,
Village of McFarland

Cassandra Suettinger, Deputy
Administrator/Clerk, Village of
McFarland

McFarland
SUMMARY SHEET

MEETING DATE: Tuesday, November 19, 2024

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action to make a recommendation to the Village Board regarding Ordinance 2024-24, Various Amendments to Chapter 62, Zoning Code Related to Changes and Amendments.

PREVIOUS ACTION:

ISSUE SUMMARY:

2017 Wis. Act 243 repealed Wis. Stat. § 62.23(7)(d)2m.a, which required a three-fourths vote by the governing body to approve a proposed zoning amendment when a protest petition was filed. Although the statutory protest petition was eliminated, the municipalities could still enact, or in the case of McFarland, maintain local ordinances that established a protest petition process like the former Wis. Stat. § 62.23(7)(d)2m.a., because nothing in the law prohibited such ordinances. [Section 62-344](#) of the Zoning Code includes provisions related to Protest Petitions.

On June 22, 2023, the governor signed 2023 Wis. Act 16 into law. Act 16 is a housing bill that addresses, among other regulations, the procedures for amending zoning ordinances. Under Act 16, state law now prohibits such a Protest Petition process from being established at the local level. Wisconsin Stat. § 66.10015(3)(a) provides that a zoning amendment only requires approval by a simple majority of a quorum of the members-elect. However, a two-thirds vote may still be required for a down zoning ordinance pursuant to Wis. Stat. § 66.10015(3)(b) and for a zoning amendment when an airport protest petition is brought pursuant to Wis. Stat. § 62.23(7)(d)2m. The latter is not applicable to McFarland. This new provision does not take effect until January 1, 2025. Ordinance 2024-24 is proposed to address the required consistency with 2023 Wis. Act 16 prior to the effective date of January 1, 2025.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

Sec. 62-4 Definitions
Sec. 62-343 Procedure for Changes or Amendments
Sec. 62-344 Protest

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended motion:

Motion, second, to recommend to the Village Board approval of Ordinance 2024-24, Various



Amendments to Chapter 62, Zoning Code Related to Changes and Amendments.

ATTACHMENTS:

1. Ord_2024-24

**VILLAGE OF MCFARLAND
ORDINANCE 2024-24**

**VARIOUS AMENDMENTS TO CHAPTER 62, ZONING CODE RELATED TO
CHANGES AND AMENDMENTS**

PURPOSE, To amend various sections of the McFarland Zoning Code for consistency with 2023 Wis. Act 16.

SPONSOR, Andrew Bremer, AICP, Community & Economic Development Director

REFERRAL, Plan Commission (required)

PUBLIC HEARING, Class 2, held by Plan Commission

WHEREAS, on June 22, 2023, the Wisconsin Governor signed 2023 Wis. Act 16 into law; and

WHEREAS, under 2023 Wis. Act 16, municipalities are prohibited from requiring a three-fourths vote by the governing body to approve a proposed zoning amendment when a protest petition is filed; however, a two-thirds vote may still be required for a down zoning ordinance pursuant to Wis. Stat. 66.10015(3)(b); and

WHEREAS, 2023 Wis. Act 16 has a delayed effective date of January 1, 2025; and

WHEREAS, the Village of McFarland Zoning Code is established to promote and maintain the comfort, health, safety, morals, prosperity, aesthetics and general welfare of the people of the Village; and

WHEREAS, the McFarland Plan Commission held a public hearing on Ordinance 2024-24 at their November 19, 2024 meeting; and

WHEREAS, prior to holding the public hearing the Village provided a Class 2 notice as required under Section 62-343 of the Zoning Code; and

WHEREAS, the Village Board finds that the proposed ordinance amendment is consistent with the Village's Comprehensive Plan; and

WHEREAS, the Village Board finds approval of Ordinance 2024-24 is in the public interest.

NOW THEREFORE, be it ordained by the Village Board of the Village of McFarland, in the State of Wisconsin, as follows:

SECTION 1: **REPEAL** “62-344 Protest” of the Village of McFarland
Municipal Code is hereby *repealed* as follows:

R E P E A L

~~62-344 Protest~~ (*Repealed*)

- (a) In the event of a protest against amendment to the Zoning Map, duly signed and acknowledged by the owners of 20 percent or more, either of the areas of the land included in such proposed change, or by the owners of 20 percent or more of the land immediately adjacent extending 100 feet therefrom, or by the owners of 20 percent or more of the land directly opposite thereto extending 100 feet from the street frontage of such opposite land, such changes or amendments shall not become effective except by the favorable vote of three-fourths of the full Village Board membership.
- (b) In the event of protest against amendment to the text of the regulations of this Chapter, duly signed and acknowledged by 20 percent of the number of persons casting ballots in the last general election, it shall cause a three-fourths vote of the full Village Board membership to adopt such amendment.

~~(Code 1998, § 13-1-243; Ord. No. 2003-03, § 1(13-1-243), 3-24-2003)~~

SECTION 2: **AMENDMENT** “62-343 Procedure For Changes Or
Amendments” of the Village of McFarland Municipal Code is hereby *amended* as follows:

A M E N D M E N T

62-343 Procedure For Changes Or Amendments

- (a) *Request for changes.* Petitions for any change to the district boundaries and maps or amendments to the text regulations shall be addressed to the Village Board and shall be filed with the Zoning Administrator, describe the premises to be rezoned or the portions of text of regulations to be amended, list the reasons justifying the petition, specify the proposed use, if applicable, and have attached the following, if petition be for change of district boundaries:
 - (1) Plot plan, drawn to a scale of one inch equals 100 feet showing the area proposed to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts and the location and existing use of all properties within 300 feet of the area proposed to be rezoned.
 - (2) Owners' names and addresses of all properties lying within 100 feet of the area proposed to be rezoned.
 - (3) Together with additional information as may be required by the Plan Commission or Village Board.

(b) *Plan Commission review and recommendations.*

- (1) The Zoning Administrator shall cause the petition to be forwarded to the Plan Commission for its consideration and recommendation. Following receipt of the petition, the Plan Commission shall hold a public hearing upon each proposed change or amendment, giving notice of the time, place and the change or amendment proposed by publication of a class 2 notice, pursuant to Wis. Stats. Ch. 985. At least ten days prior, written notice shall also be given to the clerk of any municipality within 1,000 feet of any land that would be affected by the proposed change or amendment. The Plan Commission shall also notify the owners of all properties lying within 100 feet of the land proposed to be rezoned. Failure to comply with this provision shall not, however, invalidate any previous or subsequent action on the application.
- (2) Following such hearing, the Plan Commission shall review all proposed amendments to the text and Zoning Map within the corporate limits of the Village, and shall recommend, in writing, that the petition be granted as requested, modified or denied. A recording of the recommendation in the Plan Commission's official minutes shall constitute the required written recommendation.

(c) *Village Board action.*

- (1) Following receipt and consideration of the Plan Commission's recommendation, the Village Board shall take action on the proposed ordinance implementing the proposed change or amendment. Approval of the proposed ordinance requires a simply majority of a quorum of the Village Board, except the Village Board may not enact a down zoning ordinance unless at least two-thirds of the members-elect approve the ordinance. If the down zoning ordinance is requested, or agreed to, by the person who owns the land affected by the proposed ordinance, the ordinance may be enacted by a simple majority of the members-elect.
 - (2) The Village Board shall hold an additional public hearing, preceded by the same notice required for the Plan Commission public hearing, upon the written request of the petitioner ~~or; any of the parties identified in Section 62-342 or from sufficient owners of neighboring properties who hold protest rights pursuant to Wis. Stats. § 62.23(7)(d)2m, and Section 62-344.~~ In addition, the Village Board may, on its own volition, conduct its own public hearing on the proposed amendment.
- (d) *Fee.* The application fee for processing a petition for a zoning change or amendment shall be the fee established by the Village Board from time to time and provided in Appendix A to this Code. The applicant shall also pay all costs incurred by the Village in notifying the public and affected property owners pursuant to Subsections (b) and (c) of this Section.

(Code 1998, § 13-1-242; Ord. No. 2003-03, § 1(13-1-242), 3-24-2003)

SECTION 3: AMENDMENT “62-4 Definitions” of the Village of McFarland Municipal Code is hereby *amended* as follows:

AMENDMENT

62-4 Definitions

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- (a) *Abutting*. Having property or district lines in common (e.g., two lots are abutting if they have property lines in common).
- (b) *Accessory building or use*.
 - (1) An accessory building or use is one that:
 - a. Is customary and clearly incidental to the principal building or principal use;
 - b. Serves exclusively the principal building or principal use;
 - c. Is subordinate in area, extent or purpose to the principal building or principal use;
 - d. Contributes to the comfort, convenience or necessity of occupants of the principal building or principal use served; and
 - e. Is located on the same zoning lot as the principal use served, with exception of such accessory off-street parking facilities as are permitted to locate elsewhere than on the same zoning lot as the building or use served.
 - (2) An accessory building or use includes, but is not limited to, the following:
 - a. A children's playhouse, garden house or private greenhouse;
 - b. A garage, carport, shed or building for storage incidental to a permitted use;
 - c. Incinerators incidental to a permitted use;
 - d. Storage of goods used in or produced by permitted manufacturing activities on the same zoning lot with such activities, unless such storage is excluded by the district regulations;
 - e. The production, processing, cleaning, servicing, testing, repair or storage of merchandise normally incidental to a permitted retail service or business use if conducted by the same ownership as the principal use;
 - f. Off-street motor vehicle parking areas and loading facilities;
 - g. Signs, as permitted and regulated in each district incorporated in this Chapter; and
 - h. Earth station dish antennas, which are ground-mounted or building-mounted.
- (c) *Acre, net*. The actual land devoted to the land use, excluding public streets, public

lands or unusable lands, and school sites contained within 43,560 square feet.

- (d) *Adjacent*. Neighboring or within visible proximity (e.g., includes property that is across the street or public right-of-way and includes all properties directly impacted by a proposed development whether abutting or not).
- (e) *Agricultural use*. Any of the following activities conducted for the purpose of producing an income or livelihood: crop or forage production, keeping livestock, beekeeping nursery, sod or Christmas tree production, floriculture, aquaculture, fur farming, forest management and enrolling land in a federal agricultural commodity payment program for a federal or state agricultural land conservation payment program.
- (f) *Alley*. A public way not more than 24 feet wide that affords only a secondary means of access to abutting property.
- (g) *Animal unit*. One animal unit is the equivalent of one cow, or one horse, or one pony, or one mule, or two hogs or ten sheep, or ten goats or 50 poultry or equivalent combination of them.
- (h) *Apartment*. A room or suite of rooms in a multiple-family structure that is arranged, designed, used or intended to be used as a single housekeeping unit. Complete kitchen facilities, permanently installed, must always be included for each apartment.
- (i) *Arterial street*. A public street or highway used or intended to be used primarily for large volume or heavy through traffic. Arterial streets shall include freeways and expressways as well as arterial streets, highways and parkways.
- (j) *Automobile laundry*. A building or portion thereof containing facilities for washing automobiles using production-line methods with a chain, conveyor, blower, steam-cleaning device or other mechanical devices or any premises with a capacity of washing 20 or more vehicles per eight-hour day.
- (k) *Awning*. A retractable, rooflike cover, temporary in nature, which projects from the wall of a building.
- (l) *Basement*. That portion of any structure located partly below the average adjoining lot grade, which is not designed or used primarily for year-around living accommodations.
- (m) *Block*. A tract of land bounded by streets or by a combination of streets and public parks, cemeteries, railroad right-of-way, bulkhead lines or shorelines of waterways. A block may be located in part beyond the boundary lines of corporate limits of the Village.
- (n) *Boardinghouse*. A building other than a hotel or restaurant where meals or lodging are regularly furnished by a rearrangement for compensation for three or more persons not members of a family, but not exceeding 12 persons and not open to transient customers.
- (o) *Bufferyard*. A unit of land, together with a specified type and amount of planting thereon, and any structures that may be required between land uses to eliminate or minimize conflicts between them.
- (p) *Buildable lot area*. The portion of a lot remaining after required yards have been provided.

- (q) *Building*. Any structure built for the support, shelter or enclosure of persons, animals, chattels or movable property of any kind and which is permanently affixed to the land. When any portion thereof is completely separated from every other portion by masonry or firewall without any window, which wall extends from the ground to the roof, then such portion shall be deemed to be a separate building.
- (r) *Building, completely enclosed*. A building separated on all sides from the adjacent open space or from other buildings or structures by a permanent roof and by exterior walls or party walls, pierced only by windows and normal entrance or exit doors.
- (s) *Building coverage*. The proportion of the lot area, expressed as a percent, that is covered by the maximum horizontal cross section of a building or buildings.
- (t) *Building detached*. A building surrounded by open space on the same lot.
- (u) *Building height*. A vertical distance from the curb level or the approved ground level opposite the center of the front of a building to the highest point of the roof in the case of a flat roof, to the deck line of a mansard roof, and to the mean-height level between eaves and ridges of a gable, hip or gambrel roof.
- (v) *Building, principal*. A building in which the principal use of the lot on which it is located is conducted.
- (w) *Building setback line*. A line parallel to the lot line at a distance parallel to it, regulated by the yard requirements set up in this Code.
- (x) *Bulk*. Used to indicate the size and setbacks of buildings or structures and the location of such buildings or structures with respect to one another and includes the following:
 - (1) Size and height of buildings;
 - (2) Location of exterior walls at all levels in relation to lot lines, streets or to other buildings;
 - (3) Gross floor area of buildings in relation to lot area (floor area ratio);
 - (4) All open spaces allocated to buildings; and
 - (5) Amount of lot area provided per dwelling unit or lodging room.
- (y) *Business*. An occupation, employment or enterprise that occupies time, labor and materials, or wherein merchandise is exhibited or sold, or where services are offered.
- (z) *Channel*. Those floodlands normally occupied by a stream of water under average annual high-water flow conditions while confined within generally well-established banks.
- (aa) *Clinic, medical and dental*. A building in which a group of physicians, dentists or physicians and dentists and allied professional assistants are associated for the purpose of carrying on their professions. The clinic may include an accessory dental or medical laboratory. It shall not include in-patient care or operating rooms for major surgery.
- (ab) *Club or lodge, private*. A nonprofit association of persons who are bona fide members paying annual dues, which owns, hires or leases a building or portion thereof, the use of such premises being restricted to members and their guests. The affairs and management of such private club or lodge are conducted by a Board of Directors, Executive Committee or similar body chosen by the members at their annual meeting. It shall be permissible to serve food and meals on such premises, provided adequate dining room space and kitchen facilities are available. Where properly licensed under existing Village ordinances, the consumption of intoxicating beverages by members of

such club or lodge or their guests may be permitted.

- (ac) *Community living arrangement.* The following facilities licensed or operated or permitted under the authority of the child welfare agencies under Wis. Stats. § 48.60, foster homes for children under Wis. Stats. § 48.02(6), group homes for children under Wis. Stats. § 48.02(7), and community-based residential facilities under Wis. Stats. § 50.01(1g), but does not include day care centers, nursing homes, general hospitals, special hospitals, prisons and jails. The establishment of a community living arrangement shall be in conformance with applicable Sections of Wis. Stats. §§ 46.03(22), 59.69(15), 62.23(7)(i) and 62.23(7a), and amendments thereto, and also the Wisconsin Administrative Code.
- (ad) *Conditional uses.* Uses of a special nature as to make impractical their predetermination as a principal use in a district.
- (ae) *Conforming building or structure.* Any building or structure that:
 - (1) Complies with all the regulations of this Chapter or any amendment thereto governing bulk or the zoning district in which such building or structure is located; or
 - (2) Is designed or intended for a conforming use.
- (af) *Conservation standards.* Guidelines and specifications for soil and water conservation practices and management enumerated in the Technical Guide, prepared by the Natural Resources Conservation Service for Dane County, adopted by the County Soil and Water Conservation District Supervisors, and containing suitable alternatives for the use and treatment of land based upon its capabilities from which the landowner selects that alternative which best meets the landowner's needs in developing soil and water conservation.
- (ag) *Controlled access arterial street.* The condition in which the right of owners or occupants of abutting land or other persons to access, light, air or view in connection with an arterial street is fully or partially controlled by public authority.
- (ah) *Convalescent home and nursing home.* A home for the aged, infirm, chronically ill or incurable persons in which five or more persons not of the immediate family are received, kept or provided with food and shelter or care for compensation but not including hospital clinics or similar institutions devoted primarily to the diagnosis and treatment of disease or injury, maternity cases or mental illness.
- (ai) *Curb level.* The level of the established curb in front of such building measured at the center of such front.
- (aj) *Development.* Any manmade change to improved or unimproved real estate, including, but not limited to, construction of or additions or substantial improvements to buildings, other structures, or accessory uses, mining, dredging, filling, grading, paving, excavation or drilling operations or disposition of materials.
- (ak) *District, basic.* A part of the Village for which the regulations of this Chapter governing the use and location of land and building are uniform.
- (al) *District, overlay.* Overlay districts, also referred to herein as regulatory areas, provide for the possibility of superimposing certain additional requirements upon a basic zoning district without disturbing the requirements of the basic district. In the instance of conflicting requirements, the more strict of the conflicting requirements shall apply.

(am) Down Zoning Ordinance. A zoning ordinance that affects an area of land in one of the following ways:

(1) By decreasing the development density of the land to be less dense than was allowed under its previous usage.

(2) By reducing the permitted uses of the land, that are specified in a zoning ordinance or other land use regulation, to fewer uses than were allowed under its previous usage.

(an) *Dwelling.* A building or part of a building containing one or more dwelling units and also containing other directly associated elements such as hallways, storage areas or common laundry facilities. For purposes of this Chapter, this term does not include "group lodging facilities."

(ao) *Dwelling, attached.* A dwelling separated from another dwelling unit and having any portion of any roof, wall or floor in common with another dwelling unit.

(ap) *Dwelling, detached.* A dwelling that is entirely surrounded by open space on the same lot.

(aq) *Dwelling, multiple-family.* A building, or portion thereof, containing three or more dwelling units.

(ar) *Dwelling, single-family.* A building containing one dwelling unit only.

(as) *Dwelling, two-family.* A building containing two dwelling units only.

(at) *Dwelling unit.* An area within a dwelling that is designed, occupied or intended to be occupied by a family (or by a nonfamily household) as permitted by this Chapter as separate living quarters with private kitchen, sanitary, sleeping and living quarters within the unit.

(au) *Eating place.* Establishments primarily engaged in the retail sale of prepared food and drinks for consumption on the premises. Caterers and institutional food service establishments are included. The term shall not apply to houses of worship, religious, fraternal, youths' or patriotic organizations, service clubs and civic or union organizations that occasionally prepare or serve or sell meals to transients or the general public, nor shall it include any public or private school lunchroom.

(av) *Efficiency unit.* A dwelling unit consisting of one principal room exclusive of bathroom, kitchen, hallway, closets or dining alcove directly off the principal room, providing that such dining alcove shall not exceed 90 square feet in area and shall not be used for sleeping purposes.

(aw) *Elderly dwelling.* A building, or portion thereof, designed, designated and used exclusively by a person who is 55 years of age or older, or a family, the head of which or spouse is 55 years of age or older.

(ax) *Essential services.* Services provided by public and private utilities, necessary for the exercise of the principal use or service of the principal structure. These services include underground, surface or overhead gas, electrical, steam, water, sanitary sewerage, stormwater drainage, and communication systems and accessories thereto, such as poles, towers, wires, mains, drains, vaults, culverts, laterals, sewers, pipes, catchbasins, water storage tanks, conduits, cables, fire alarm boxes, police call boxes,

traffic signals, pumps, lift stations and hydrants, but not including buildings.

- (ay) *Establishment, business.* A place of business carrying on operations that are physically separate and distinct from those of any other place of business located on the same zoning lot.
- (az) *Family.* An individual or group of two or more individuals who are related by blood, marriage or adoption, together with not more than four additional persons not so related, living as a single household in a dwelling unit. For purposes of this Chapter, family includes nonfamily households.
- (ba) *Family day care.* The provision of day care for children for compensation within a dwelling whether or not licensed by the state, including educational services so long as the care and services are taking place within a dwelling.
- (bb) *Farming, general.* Includes floriculture, forest and game management, orchards, raising of grain, grass, mint and seedcrops, raising of fruits, nuts and berries, sod farming and vegetable farming. General farming includes the operating of such an area for one or more of the above uses with the necessary accessory uses for treating or storing the produce; provided, however, that the operation of any such accessory uses shall be secondary to that of the normal farming activities.
- (bc) *Farmstead.* A single-family residential structure located on a parcel of land, which primary land use is associated with agriculture.
- (bd) *Floor area.* The sum of the gross floor area for each of a building's stories measured from the exterior limits of the faces of the structure. The floor area of a building includes basement floor area. It does not include cellars and unenclosed porches or any floor space in an accessory building or in the principal building that is designed for the parking of motor vehicles in order to meet the parking requirements of this Article.
- (be) *Floor area ratio.* An intensity measured as a ratio derived by dividing the total floor area of a building by the gross area site. Where the lot is part of a larger development and has no bufferyard, that lot area may be used instead of the gross site area.
- (bf) *Foster home.* Any facility that is operated by a person required to be licensed by Wis. Stats. § 48.62(1)(a) and that provides care and maintenance for no more than four children or, if necessary to enable a sibling group to remain together, for no more than six children or, if the State Department of Children and Families promulgates rules permitting a different number of children, for the number of children permitted under those rules.
- (bg) *Frontage.* All the property abutting on one side of a street between two intersecting streets or all of the property abutting on one side of a street between an intersecting street and the dead end of a street.
- (bh) *Garage, private.* A detached accessory building or portion of the principal building, designed, arranged, used or intended to be used for storage of automobiles of the occupant of the premises.
- (bi) *Garage, public.* Any building or portion thereof, not accessory to a residential building or structure, used for equipping, servicing, repairing, leasing or public parking of motor vehicles.

- (bj) *Gross floor area.* The area within the inside perimeter of the exterior walls of the building under consideration, exclusive of vent shafts and courts, without deduction for corridors, stairways, closets, the thickness of interior walls, columns or other features. The gross floor area of a building, or portion thereof, not provided with surrounding exterior walls shall be the usable area under the horizontal projection of the roof or floor above. The gross floor area shall not include shafts with no openings or interior courts.
- (bk) *Gross site area.* The area of land that is designated by its owner or developer as a tract to be used, developed or built upon as a unit under single ownership or control. The gross site area shall be legally described and made part of the application for zoning approvals.
- (bl) *Group foster home.* Any facility operated by a person required to be licensed by Wis. Stats. § 48.62 for the care and maintenance of five to eight foster children.
- (bm) *Group lodging facilities.* Building or parts of buildings designed, occupied or intended to be occupied as living quarters on a basis other than as a dwelling, dwelling unit, hotel or motel.
- (bn) *Group lodginghouse.* A group lodging facilities containing general lodging rooms not having kitchen facilities, offered for rent or comparable compensation on a monthly or longer basis. Meals or access to common meal preparation facilities may be offered as part of the service to occupants.
- (bo) *Guest, permanent.* A person who occupies or has the right to occupy on a monthly or longer basis a hotel or apartment hotel accommodation as such person's domicile and place of permanent residence.
- (bp) *Historic District.* An area designated by the Village Board on the recommendation of the Landmarks Commission, pursuant to this Section, composed of two or more improvement parcels that together comprise a district of special character or special historic interest or value as part of the development, heritage or cultural characteristics of the Village, state or nation.
- (bq) *Historic site.* A parcel of land having historic significance due to a substantial value in tracing prehistory or history of aboriginal people, or upon which an historic event has occurred, and which has been designated as an historic site under this Chapter, or an improvement parcel, or part thereof, on which is situated an historic structure and any abutting improvement parcel, or part thereof, used as and constituting part of the premises on which the historic structure is situated.
- (br) *Historic structure.* An improvement that has a special character or historic interest or value in showing the development, heritage or cultural characteristics of the Village, state or nation, which has been designated as an historic structure under this Chapter.
- (bs) *Home occupation.* Any activity carried out for gain by a resident conducted as an accessory use in the resident's dwelling unit or in structures accessory thereto.
- (bt) *Home professional office.* A home occupation consisting of the office of a recognized profession.
- (bu) *Hotel.* A facility containing sleeping rooms with private or semi-private bathroom facilities offered overnight lodging to the public for compensation and catering

primarily to the traveling public. A hotel shall offer services such as maid, telephone, desk and vending services. It may offer a restaurant, recreational facilities and meeting facilities.

- (bv) *Hotel, apartment.* A building in which at least 90 percent of the accommodations are dwelling units or are occupied by permanent guests.
- (bw) *Household.* A family or nonfamily group living in a nontransient manner in a single dwelling unit.
- (bx) *Impervious surface.* Those surfaces that do not absorb water. They consist of all buildings, parking areas, driveways, roads, sidewalks, and any areas of concrete or asphalt. In the case of lumberyards, areas of stored lumber constitute impervious surfaces.
- (by) *Impervious surface ratio.* A measure of the intensity of land use that is determined by dividing the total area of all impervious surfaces on a site by the gross site area.
- (bz) *Improvement.* Any building, structure, place, work of art or other object that is all or part of any physical betterment of real property.
- (ca) *Improvement parcel.* A parcel of property containing an improvement that is treated as a single entity for the purpose of levying real estate taxes. The term shall also include any unimproved area of land which is treated as a single parcel for real estate tax purposes.
- (cb) *Junk.* Any scrap, waste, reclaimable material or debris, whether or not stored or used in conjunction with dismantling, processing, salvage, storage, baling, disposal or other use or disposition. Junk includes, but is not limited to, vehicles, tires, vehicle parts, equipment, paper, rags, metal, glass, building materials, household appliances, brush, wood and lumber.
- (cc) *Junkyard.* An open area where waste or scrap materials are bought, sold, exchanged, stored, baled, packed, disassembled or handled, including, but not limited to, scrap iron and other metals, paper, rags, rubber tires and bottles. A junkyard includes an automobile wrecking or dismantling yard, but does not include uses established entirely within enclosed buildings.
- (cd) *Kenel, animal.* Any premises, or portion thereof, where dogs, cats and other household pets are maintained, boarded, bred or cared for in return for remuneration, or are kept for the purpose of sale.
- (ce) *Landmarks Commission.* The Landmarks Commission under this Code.
- (cf) *Landscape surface area ratio (LSR).* The percentage of the gross site area that is preserved as permanently protected landscaped area.
- (cg) *Landscaped area.* The area of the site that is planted and continually maintained in vegetation, including grasses, ground cover, shrubs, bushes and trees. Landscaped area includes the area located within planted and continually maintained landscaped planters.
- (ch) *Loading area.* A completely off-street space or berth on the same lot for the loading or unloading of freight carriers, having adequate ingress and egress to a public street or alley.
- (ci) *Lodging room.* A room rented as sleeping and living quarters without kitchen facilities

and with or without an individual bathroom.

- (cj) *Lodging room (for determining lot area requirements and off-street parking requirements)*. For the purpose of determining the lot area requirements, any lodging room designed or intended to be occupied by more than two persons shall be determined as one lodging room for each two persons; provided, however, that in a lodginghouse or a fraternity and sorority house the number of lodging rooms shall be determined by dividing the total number of persons intended to occupy the lodging rooms by two.
- (ck) *Lodginghouse*. A building where lodging only is provided for compensation for not more than three persons not members of the family.
- (cl) *Lot*. A parcel of land having frontage on a public street, or other officially approved means of access, occupied or intended to be occupied by a principal structure or use and sufficient in size to meet the lot width, lot frontage, lot area and other open space provisions of this Code as pertaining to the district wherein located.
- (cm) *Lot area*. The area of a horizontal plane bounded by the front, side and rear lot lines.
- (cn) *Lot, corner*. A lot of which at least two adjacent sides abut for their full lengths upon a street, provided that the interior angle at the intersection of such two sides is less than 135 degrees. A lot abutting upon a curved street or streets shall be considered a corner lot if the tangents to the curve at its points of beginning within the lot or at the points of intersection of the side lot lines with the street line intersect at an interior angle of less than 135 degrees.
- (co) *Lot coverage (residential)*. The area of a lot occupied by the principal building or buildings and accessory building.
- (cp) *Lot coverage (except residential)*. The area of a lot occupied by the principal buildings or buildings and accessory buildings including any driveways, parking areas, loading areas, storage areas and walkways.
- (cq) *Lot depth*. The mean horizontal distance between the front lot line and the rear lot line of a lot measured within the lot boundaries.
- (cr) *Lot, interior*. A lot situated on a single street that is bounded by adjacent lots along each of its other lines and is not a corner lot.
- (cs) *Lot line*. A property boundary line of any lot held in single or separate ownership, except that where any portion of the lot extends into the abutting street or alley, the lot line shall be deemed to be the abutting street or alley right-of-way line.
- (ct) *Lot line, front*. In the case of a lot abutting upon only one street, the line separating such lot from such street. In the case of any other lot, the owner shall, for the purpose of this Chapter, have the privilege of electing any street lot line the front lot line, providing that such choice, in the opinion of the Zoning Administrator, will not be injurious to the existing, or to the desirable future development of the adjacent properties.
- (cu) *Lot line, rear*. The lot line that is opposite the most distant from the front lot line. In the case of an irregular, triangular or gore-shaped lot, a line 20 feet in length, entirely within the lot parallel to and most distant from the front lot line shall be considered to be the rear lot line for the purpose of determining depth of rear yard.

- (cv) *Lot line, side.* Any lot line not a front lot line or a rear lot line.
- (cw) *Lot lines.* The property lines bounding the lot.
- (cx) *Lot lines and area.* The peripheral boundaries of a parcel of land and the total area lying within such boundaries.
- (cy) *Lot of record.* A lot that is part of a Subdivision or a Certified Survey Map that has been recorded in the Office of the Register of Deeds of Dane County or a parcel of land, the deed to which was recorded in the Office of said Register of Deeds prior to the effective date of the ordinance from which this Chapter is derived. Any lot or parcel of land created through a violation of any other applicable laws or ordinances of the state and the Village shall not, in this instance, be considered a lot of record.
- (cz) *Lot, reversed corner.* A corner lot, the street side lot line of which is substantially a continuation of the front lot line of the first lot to its rear.
- (da) *Lot, substandard.* A parcel of land held in separate ownership having frontage on a public street, or other approved means of access, occupied or intended to be occupied by a principal building or structure, together with accessory buildings and uses, having insufficient size to meet the lot width, lot area, yard, off-street parking areas or other open space provisions of this Code as pertaining to the district wherein located.
- (db) *Lot, through.* A lot that has a pair of opposite lot lines along two substantially parallel streets and which is not a corner lot. On a through lot, both street lines shall be deemed front lot lines.
- (dc) *Lot width.* The horizontal distance between the side lot lines of a lot, measured at right angles to the lot depth, said measurement to be made at the rear line of the required front yard.
- (dd) *Lot, zoning.* A single tract of land located within a single block which, at the time of filing for a building permit, is designated by its owner or developer as a tract to be used, developed or built upon as a unit under single ownership or control. Therefore, a zoning lot or lots may or may not coincide with a lot of record.
- (de) *Minor structures.* Any small, movable accessory erection or construction such as birdhouses, tool houses, pet houses, play equipment, arbors and walls and fences under four feet in height.
- (df) *Mobile home.* A manufactured home that is HUD certified and labeled under the National Mobile Home Construction and Safety Standards Act of 1974. A mobile home is a transportable structure, being eight feet or more in width (not including the overhang of the roof), built on a chassis and designed to be used as a dwelling with or without permanent foundation when connected to the required utilities.
- (dg) *Mobile home lot.* A parcel of land for the placement of a single mobile home and the exclusive use of its occupants.
- (dh) *Mobile home park.* A parcel of land that has been developed for the placement of mobile homes and is owned by an individual, a firm, trust, partnership, public or private association, or corporation. Individual lots within a mobile home park are rented to individual mobile home users.
- (di) *Mobile home Subdivision.* A land Subdivision, as defined by Wis. Stats. Ch. 236 and any Village land division ordinance, with lots intended for the placement of individual mobile home units. Individual homesites are in separate ownership as opposed to the

- rental arrangements in mobile home parks.
- (dj) *Modular unit*. A factory fabricated transportable building unit designed to be used by itself or to be incorporated with similar units at a building site into a modular structure to be used for residential, commercial, educational or industrial purposes.
 - (dk) *Motel*. A facility offering services of a hotel but where the sleeping rooms are physically arranged so that most have access to outside, adjacent parking areas without passing through the lobby.
 - (dl) *Motor freight terminal*. A building or area in which freight brought by motor truck is assembled and/or stored for routing in intrastate or interstate shipment by motor truck.
 - (dm) *Multifamily development*. One lot having a total of three or more dwelling units, regardless of the number of principal residential structures.
 - (dn) *Nameplate*. A sign indicating the name and address of a building, or the name of an occupant thereof, and the practice of a permitted occupation therein.
 - (do) *Nonconforming building or structure*. A building or structure that does not comply with all of the regulations of this Chapter or of any amendment hereto governing bulk for the zoning district in which such building or structure is located.
 - (dp) *Nonconforming use*. A use of land that does not comply with all the regulations of this Chapter or of any amendment hereto governing use for the zoning district in which such use is located.
 - (dq) *Nonfamily households*. A group of individuals not exceeding five in number who do not constitute a "family" as defined in this Section and who live as a single household in a dwelling unit.
 - (dr) *Nursery school*. A facility licensed as a day care center by the state where persons provide for compensation and/or consideration for service, group care for four or more children under seven years of age, for less than 24 hours a day at a location other than the child's own home or the homes of relatives or guardians.
 - (ds) *Nursing home*. An establishment used as a dwelling place by the aged, infirm, chronically ill or incurably afflicted, in which not less than three persons live or are kept or provided for on the premises for compensation, excluding clinics and hospitals and similar institutions devoted to the diagnosis, treatment or the care of the sick or injured.
 - (dt) *Office for a professional person*. An office for a professional person is one in which services are performed by persons engaged in a profession requiring advanced training in a recognized professional specialty and including the fields of religion, architecture, engineering, law, medicine, personal health services and instruction in the liberal or fine arts.
 - (du) *Off-street parking*. A site not within the public right-of-way devoted to the parking of vehicles, including parking spaces, aisles, access drives, and landscaped areas, and providing vehicular access to a public street.
 - (dv) *Outdoor furnace*. An apparatus designed to burn solid or liquid combustible material to produce heat and/or heat hot water for a building in which it is not located.
 - (dw) *Parking lot*. A structure or premises containing five or more parking spaces open to the public.
 - (dx) *Parties in interest*. Includes all abutting property owners, all property owners within

100 feet, and all property owners of opposite frontages.

- (dy) *Planned residential development, dwelling.* A parcel or tract of land having an area as required in the district regulations under common management, single ownership, and which is the site for two or more principal residential buildings and where regulations may be modified as regulated in this Chapter.
- (dz) *Professional office in a home.* The office or studio in a person's residence or a person engaged in a recognized professional specialty and including the fields of religion, architecture, engineering, law, medicine, personal health services and instruction in the liberal or fine arts, provided that such use shall comply with all of the conditions of a home occupation, except that mechanical equipment customarily appurtenant to said profession may be used, provided no external manifestations thereof are apparent at the property line.
- (ea) *Public airport.* Any airport that complies with the definition contained in Wis. Stats. § 114.013(3), or any airport that serves or offers to serve common carriers engaged in air transport.
- (eb) *Public way.* Any sidewalk, street, alley, highway or other public thoroughfare.
- (ec) *Railroad right-of-way.* A strip of land containing railroad tracks and customary auxiliary facilities for only track operation. For the purpose of this Chapter, a railroad right-of-way does not include land used or intended to be used for switching, spur, lead, team or siding tracks, freight depots or stations, loading platforms, train sheds, warehouses, car or locomotive shops, car yards or classification yards.
- (ed) *Reserved parking space.* Those off-street parking spaces allocated for temporary standing of automobiles awaiting entrance to a particular establishment.
- (ee) *Retail.* The sale of goods or merchandise in small quantities to the consumer.
- (ef) *Roadside stand.* A temporary structure that is not permanently affixed to the ground and is readily removable in its entirety, which is used solely for the display or sale of farm products produced on the premises upon which such roadside stand is located. No roadside stand shall be more than 300 square feet in ground area and there shall not be more than one roadside stand on any one premises.
- (eg) *Row house.* A place of abode not more than two stories in height, arranged to accommodate three or more attached living units in which each living unit is separated from the adjoining unit by an unpierced vertical occupancy separation of not less than one hour fire-resistive construction, extending from the basement or lowest floor to the underside of the roof boards. Each living unit shall have separate entrances and exits leading directly to the outside.
- (eh) *Screening.* A hedge, wall or fence to provide a visual separator and physical barrier not less than four feet nor more than six feet in height, unless otherwise provided for in this Chapter.
- (ei) *Setback.* The minimum horizontal distance between the front lot line and the nearest point of the foundation of that portion of the building to be enclosed. The overhang cornices shall not exceed 24 inches. Any overhang of the cornice in excess of 24 inches shall be compensated by increasing the setback by an amount equal to the excess of cornice over 24 inches. Uncovered steps shall not be included in measuring the setback.

- (ej) Reserved.
- (ek) *Signs*. Any medium, including its structure, words, letters, figures, numerals, phrases, sentences, emblems, devices, designs, trade names or trademarks by which anything is made known and which are used to advertise or promote an individual, firm, association, corporation, profession, business, commodity or product and which is visible from any public street or highway.
- (el) *Solar Energy Collection System*. All equipment required to harvest solar energy to generate electricity, including solar panels, solar storage units, power conditioning equipment, transfer equipment, and parts related to the functioning of those items.
- (em) *Solar Energy Collection System, Building & Roof Mounted (Accessory Use)*. A solar photovoltaic system mounted on a rack that is ballasted on, or is attached to, the roof or side of a building or other permitted principal or accessory structure, including limited accessory equipment associated with the system which may be ground mounted. Building and roof mounted systems are accessory to the principal use.
- (en) *Solar Energy Collection System, Ground Mounted (Accessory Use)*. A solar photovoltaic system mounted on a rack or pole that is ballasted on, or is attached to, the ground and is accessory to the principal use.
- (eo) *Solar Energy Collection System, Ground Mounted (Principal Use - Solar Farm)*. A solar photovoltaic system mounted on a rack or pole that is ballasted on, or is attached to, the ground and is the principal use for the lot on which it is located and typically designed for providing energy to off-site uses or export to the wholesale market..
- (ep) *Solar Photovoltaic System*. A solar energy collection system that converts solar energy directly into electricity, the primary components of which are solar panels, mounting devices, inverters, and wiring.
- (eq) *Solar Storage Units*. A component of a solar energy collection system or device that is used to store solar generated electricity or heat for later use.
- (er) *Story*. That portion of a building included between the surface of any floor and the surface of the next floor above it, or if there is no floor above it, then the space between the floor and the ceiling next above it. Any portion of a story exceeding 14 feet in height shall be considered as an additional story for each 14 feet or fraction thereof. A basement having one-half or more of its height above grade shall be deemed a story for purposes of height regulation.
- (es) *Story, half*. That portion of a building under a gable, hip or mansard roof, the wall plates of which, on at least two opposite exterior walls, are not more than 4 1/2 feet above the finished floor of such story. In the case of single-family dwellings, two-family dwellings and multifamily dwellings less than three stories in height, one-half story in a sloping roof shall not be counted as a story for the purposes of this Code.
- (et) *Street*. Property other than an alley or private thoroughfare or travelway that is subject to public easement or right-of-way for use as a thoroughfare and serves as a principal means of access to abutting property.
- (eu) *Street yard*. A yard facing a street and extending across the full width of the lot, the depth of which shall be the minimum horizontal distance between the existing street or highway right-of-way line and a line parallel thereto through the nearest point of the principal structure. Corner lots shall have two or more street yards.

- (ev) *Structural alterations*. Any change in the supporting members of a structure, such as foundations, bearing walls, columns, beams or girders.
- (ew) *Structure*. Anything constructed or erected, the use of which requires a permanent location on the ground or attached to something having a permanent location on the ground.
- (ex) *Temporary auxiliary apartment*. A living arrangement that permits an elderly or handicapped person to live in a temporary separate living area within a single-family detached dwelling unit in the R-1 Residential District, or which permits a relative or personal attendant of an elderly or handicapped person to live in a temporary, separate living area within such a dwelling unit. Such living area may contain separate bath and kitchen facilities to permit a degree of independence. Ingress and egress for such a living area may be either from within the principal dwelling unit or from a side or rear entrance.
- (ey) *Temporary structure*. A movable structure not designed for human occupancy nor for the protection of goods or chattels and not forming an enclosure, such as billboards.
- (ez) *Traditional neighborhood development*. A development as defined by Wis. Stats. § 66.1027(1)(c) that exhibits several of the following characteristics: alleys, streets laid out in a grid system, buildings oriented to the street, pedestrian-orientation, compatible mixed land uses, village squares and greens.
- (fa) *Trailer*. Any structure that is or may be mounted upon wheels for moving about and is propelled by its own or drawn by other motive power and which is used as a dwelling or as an accessory building or structure in the conduct of a business, trade or occupation or issued for hauling purposes.
- (fb) *Urban residential district(s)*. The R-1, R-1A, R-1B, R-2, R-3, R-MH or R-E zoning districts and residences allowed at a conditional use C-G zoning district.
- (fc) *Usable open space*. That part of the ground level of a zoning lot, other than in a required front or corner side yard, which is unoccupied by driveways, drive aisles, service drives, off street parking spaces and/or loading berths and is unobstructed to the sky. This space of minimum prescribed dimension shall be available to all occupants of the building and shall be usable for greenery, drying yards, recreational space, gardening, and other leisure activities normally carried on outdoors. Where and to the extent prescribed in these regulations, balconies and roof areas, designed and improved for outdoor activities, may also be considered as usable open space. The usable open space shall be planned as an assemblage or singularly designed area that maximizes the size for open space usage. The only exception to this standard is where the required open space is designed to be part of the individual living units in the form of patios or decks.
- (fd) *Use*. The purpose or activity for which the land or building thereof is designed, arranged or intended, or for which it is occupied or maintained.
- (fe) *Use, accessory*. A subordinate building or use that is located on the same lot on which the principal building or use is situated and which is reasonably necessary and incidental to the conduct of the primary use of such building or main use, when permitted by district regulations.
- (ff) *Use, conditional*. A use that, because of its unique or varying characteristics, cannot be

properly classified as a permitted use in a particular district. After due consideration, as provided for in this Chapter, of the impact of such use upon neighboring land and of the public need for the particular use at a particular location, such conditional use may or may not be granted.

- (fg) *Use, permitted.* A use that may be lawfully established in a particular district or districts provided it conforms with all requirements and regulations of such district in which such use is located.
- (fh) *Use, principal.* The main use of land or building as distinguished from subordinate or accessory use.
- (fi) *Utilities.* Public and private facilities, such as water wells, water and sewage pumping stations, water storage tanks, electrical power substations, static transformer stations, telephone and telegraph exchanges, microwave radio relays and gas regulation stations, inclusive of associated transmission facilities, but not including sewage disposal plants, municipal incinerators, warehouses, shops, storage yards and power plants.
- (fj) *Vision triangle.* A vision triangle is the triangular area located at the street corner formed by connecting the point of intersection of the curbs of the intersecting streets, or the point of intersection of the asphalt edges of the streets if no curb is present, with two other points located a distance away from the point of intersection along the line of the intersecting curb, or the asphalt edge of the street if no curb is present. On collector and arterial streets, the distance away from the point of intersection to the point along that collector or arterial street is 35 feet. For local streets, the distance away from the point of intersection to the point along that street is 30 feet. For private streets, the distance away from the point of intersection to the point along that street is 25 feet. For alleys, the distance away from the point of intersection to the point along that alley is 20 feet. The functional classification of streets and alleys shall be determined by the Village Engineer consistent with the definitions provided under Section 56-2.
- (fk) *Yard.* An open space on the same lot with a structure, unoccupied and unobstructed from the ground upward except the vegetation. The street and rear yards extend the full width of the lot.
- (fl) *Yard, front.* A yard extending across the full width of the lot and lying between the front line of the lot and the nearest line of the building. The side where the address is shall be considered the front yard.
- (fm) *Yard, rear.* A yard extending across the full width of the lot and lying between the rear lot line and the nearest line of the principal building.
- (fn) *Yard, side.* A yard extending from the front yard to the rear yard, lying between the main building and a side lot line. The width of a side yard shall be the minimum horizontal distance between the side lot line and a line parallel thereto through the nearest point of the principal structure. A side yard does not include any yard that is a street yard.
- (fo) *Zero lot line.* The concept whereby two respective dwelling units within a building shall be on separate and abutting lots and shall meet on the common property line between them, thereby having zero space between said units.
- (fp) *Zoning permit.* A permit issued by the Zoning Administrator to certify that the use of

lands, structures, air and waters subject to this Chapter are or shall be used in accordance with the provisions of said Chapter.

(Code 1998, § 13-1-300; Ord. No. 2003-03, § 1(13-1-300), 3-24-2003; Ord. No. 2003-04, §§ 2, 3, 3-24-2003; Ord. No. 2009-08, § 2, 3-23-2009; Ord. No. 2009-11, §§ 1, 3, 4-27-2009)

PASSED AND ADOPTED BY THE VILLAGE OF MCFARLAND VILLAGE BOARD

_____.

	AYE	NAY	ABSENT	ABSTAIN
Brandt	_____	_____	_____	_____
Brassington	_____	_____	_____	_____
Clow	_____	_____	_____	_____
Fessler	_____	_____	_____	_____
Leamy	_____	_____	_____	_____
Peña	_____	_____	_____	_____
Prill	_____	_____	_____	_____

Presiding Officer

Attest

Carolyn Clow, Village President,
Village of McFarland

Cassandra Suettinger, Deputy
Administrator/Clerk, Village of
McFarland

VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Tuesday, November 19, 2024

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action to make a recommendation to the Village Board regarding Ordinance 2024-25 An Ordinance to Amend Various Sections of Chapter 8, Buildings and Building Regulations.

PREVIOUS ACTION:

ISSUE SUMMARY:

On September 10, 2024 the Village Board approved Ordinance 2024-21 which made various amendments to Chapter 8 Building Code of the Municipal Code of Ordinances. One of the primary purposes of Ordinance 2024-21 was to remove outdated references to the Wisconsin Department of Commerce and replace them with references to current Department of Safety and Professional Services. There were a couple of references to DOC that were inadvertently left out of Ordinance 2024-21. Ordinance 2024-25 addresses the prior references to DOC and amendments them to the current DSPS citation. Ordinance 2024-25 also provides a provision that electrical service upgrades for single family dwellings are required to be completed by a master electrician. Currently, homeowners can complete their own service upgrades; however, our building inspectors recommend that service upgrades be completed, or verified, by master electricians to ensure the work is done to code and in a safe manner. In practice, most homeowners already contract with a master electrician for this type of home improvement.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

Article 8-XVI Electrical Code

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended motion:

Motion, second, to recommend to the Village Board approval of Ordinance 2024-25 An Ordinance to Amend Various Sections of Chapter 8, Buildings and Building Regulations.

ATTACHMENTS:

1. Ord_2024-25

**VILLAGE OF MCFARLAND
ORDINANCE 2024-25**

**AN ORDINANCE TO AMEND VARIOUS SECTIONS OF CHAPTER 8, BUILDINGS
AND BUILDING REGULATIONS, OF THE MUNICIPAL CODE OF ORDINANCES**

PURPOSE, to amend various sections of Chapter 8, Buildings and Building Regulations.

SPONSOR, Andrew Bremer, AICP, Community & Economic Development Director

REFERRAL, Plan Commission (recommended)

PUBLIC HEARING, None required

WHEREAS, Chapter 8, Buildings and Building Regulations of the McFarland Municipal Code includes several references to the Wisconsin Department of Commerce which no longer is in existence and has been replaced by the Wisconsin Department of Safety and Professional Services (DSPS); and,

WHEREAS, the DSPS is conducting audits and is requesting a delegated Certified Municipality Status where residential and commercial building inspection services are provided in cities, towns, and villages; and,

WHEREAS, the purpose of Chapter 8 is to provide certain minimum standards, provisions and requirements for safe and stable design, methods of construction and uses of materials in buildings and/or structures hereafter erected, constructed, enlarged, altered, repaired, moved, converted to other uses, or demolished and regulates the equipment, maintenance, use and occupancy of all such buildings and/or structures. Its purpose is to protect and foster the health, safety and well-being of persons occupying or using such buildings and the general public; and,

WHEREAS, the Village Board finds approval of Ordinance 2024-25 is in the public interest.

NOW THEREFORE, be it ordained by the Village Board of the Village of McFarland, in the State of Wisconsin, as follows:

SECTION 1: **AMENDMENT** “8-525 Enforcement” of the Village of McFarland Municipal Code is hereby *amended* as follows:

AMENDMENT

8-525 Enforcement

- (a) *Notice to correct.* If an inspection reveals a noncompliance with this Chapter or the Uniform Dwelling Code, the Building Inspector shall notify the applicant and the owner, in writing, of the violation to be corrected. All cited violations shall be corrected within 30 days after written notification unless an extension of time is granted pursuant to Wis. Admin. Code ~~§ 20.10(1)(e)~~ SPS 320.10(4).
- (b) *Stop work order.* If, after written notification, the violation is not corrected within 30 days, a stop-work order may be served on the owner or the owner's representative and a copy thereof shall be posted at the construction site. Such stop-work order shall not be removed except by written notice of the Building Inspector after satisfactory evidence has been supplied that the cited violation has been corrected.
- (c) *Separate violations; other remedies.* Each day each violation continues after the 30-day written notice period has run shall constitute a separate offense. Nothing in this Chapter shall preclude the Village from maintaining any appropriate action to prevent or remove a violation of any provision of this Chapter or the Uniform Dwelling Code.
- (d) *Double fees.* If any construction or work governed by the provisions of Articles I—XVI of this Chapter or the Uniform Dwelling Code is commenced prior to the issuance of a permit, double fees shall be charged.

(Code 1998, § 15-1-62(b))

SECTION 2: **AMENDMENT** “8-578 State Regulations Adopted” of the Village of McFarland Municipal Code is hereby *amended* as follows:

AMENDMENT

8-578 State Regulations Adopted

- (a) *Adopted by reference.* Wis. Stats. Ch. 145, the Wisconsin Plumbing Code, Wis. Admin. Code ~~Chs. Comm. 25 and 81—87~~ SPS 325 and SPS 381-387; are hereby adopted and by reference made a part of this Article with the same force and effect as though set out in full.
- (b) *To be on file.* A copy of the Wisconsin Plumbing Code shall be on file in the offices of the Plumbing Inspector and/or the Director of Public Works.

(Code 1998, § 15-2-3)

SECTION 3: **AMENDMENT** “8-613 State Regulations Adopted” of the Village of McFarland Municipal Code is hereby *amended* as follows:

AMENDMENT

8-613 State Regulations Adopted

- (a) *Adopted by reference.* Wis. Admin. Code ~~Chs. Comm. 23~~ SPS 323 and SPS 363-365 ~~63—65~~ are adopted and by reference made a part of this Article with the same force and effect as though set out in full.
- (b) *To be on file.* A copy of the Heating, Ventilating and Air Conditioning Code shall be on file in the offices of the Heating, Ventilating and Air Conditioning Inspector and/or Director of Public Works.

(Code 1998, § 15-3-3)

SECTION 4: **AMENDMENT** “8-638 State Electrical Codes” of the Village of McFarland Municipal Code is hereby *amended* as follows:

AMENDMENT

8-638 State Electrical Codes

This Article does hereby incorporate, adopt, and enforce, by reference, Wis. Admin. Code Ch. ~~Comm. 16~~ SPS 316 (Wisconsin Electrical Code, Volume 2), which shall apply to all new one- and two-family residential buildings as well as alterations and additions to all existing one- and two-family residential buildings, to accessory buildings, and to new portions of moved buildings.

(Code 1998, § 15-4-3; Ord. No. 98-06, § 1, 8-10-1998)

SECTION 5: **AMENDMENT** “8-641 Rules And Definitions” of the Village of McFarland Municipal Code is hereby *amended* as follows:

AMENDMENT

8-641 Rules And Definitions

- (a) All definitions as set forth in Chapter 1 of the National Electrical Code and Wis. Admin. Code Ch. ~~Comm. 16~~ SPS 316 shall apply.
- (b) Electrical. The trade which relates to the design, installation, maintenance and repair of the mechanical equipment, wiring, fixtures and connections which tie a structure to the power grid of an electric generating utility and distribute the electricity through to end uses, including any work which may be performed by a master electrician licensed by the State of Wisconsin or a person under the supervision of such an electrician.

(Code 1998, § 15-4-6; Ord. No. 98-06, § 5, 8-10-1998)

SECTION 6: AMENDMENT “8-642 Credentials” of the Village of McFarland Municipal Code is hereby *amended* as follows:

A M E N D M E N T

8-642 Credentials

- (a) *Contractors.* No person, either individually, as a member of a firm, or as an officer or employee of a corporation, shall conduct the business of electrical wiring, maintenance, construction (either inside or outside), contracting, as a master electrician or electrical contractor unless such person holds the appropriate credential issued by the ~~State of Wisconsin Department of Commerce or the City of Madison~~ DSPS, and no electrical work except minor repair work as defined in Section 8-643 shall be done by a person not having such credential unless such person is under the employment of a person holding such credential. Except in cases of new electrical service and re-connection service, ~~t~~The Village may, ~~however,~~ issue a permit to the owner only for an existing single-family residence, which the owner and immediate family solely occupy, if the person desiring such permit can prove to the Electrical Inspector competence to do such work in conformity with all rules and regulations governing installation of electrical wiring in residences, and such person shall pay the same fee as required of electrical contractors under this Article. All new electrical service and re-connection service shall have both a permit issued and work verified by a master electrician. Nothing herein provided shall apply to servicing of electrical appliances by the manufacturer.
- (b) *Restrictions.* It shall be unlawful for any person with credentials issued by the ~~Wisconsin Department of Commerce~~ DSPS to allow the use of the credentials, directly or indirectly, for the purposes of obtaining local permits for others, except that a person with the appropriate credentials may lawfully obtain permits for corporations or firms who are actively engaged in the electrical contracting business with a recognized business location, provided that such person be permanently employed by such firm or corporation on a full-time basis and in a supervisory position.

(Code 1998, § 15-4-7; Ord. No. 98-06, §§ 6—13, 8-10-1998)

PASSED AND ADOPTED BY THE VILLAGE OF MCFARLAND VILLAGE BOARD

_____.

	AYE	NAY	ABSENT	ABSTAIN
Brandt	_____	_____	_____	_____
Brassington	_____	_____	_____	_____
Clow	_____	_____	_____	_____
Fessler	_____	_____	_____	_____
Leamy	_____	_____	_____	_____
Peña	_____	_____	_____	_____
Prill	_____	_____	_____	_____

Presiding Officer

Attest

Carolyn Clow, Village President,
Village of McFarland

Cassandra Suettinger, Deputy
Administrator/Clerk, Village of
McFarland

VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Tuesday, November 19, 2024

SECTION: Business

DEPARTMENT: Administration

CONTACT: Andrew Bremer, Comm & Eco Dev Director, Lee Igl, Public Works Director

AGENDA ITEM: Discussion and action to make a recommendation to the Village Board regarding Resolution 2024-21, A Resolution Approving a Land Exchange and Development Agreement with Kevin Urso related to proposed Village Well #5.

PREVIOUS ACTION:

- The Joint McFarland School and Village Board Planning Committee reviewed this concept at its meeting on July 9, 2024 and was supportive of the effort.
- The McFarland School Board reviewed and approved this concept at its meeting on July 15, 2024.
- The Public Works and Utilities Committee recommended this proposal in concept at their meeting on July 22, 2024.
- The Village Board reviewed and approved this concept at its meeting on July 23, 2024.

ISSUE SUMMARY:

The Village originally purchased Lots 87 & 88 in the Park View Estates subdivision on Prairie Wood Drive for the purpose of constructing a new Well #5 to serve the Village. This occurred prior to the McFarland School District's development of the adjacent ball diamonds. The Park View Estates plat assumed Wiouwash Way would continue north to serve future residential development which was established prior to the District's acquisition of the property to the north, which is not an uncommon practice. With the construction of the ball diamonds the need for the road to extend north into this property is no longer the case. The Village purchased Lots 87 & 88 because the WDNR requires the well hole to be a minimum of 50 feet from all property lines. Therefore, it was not possible to construct the well only on one of the lots.

In lieu of developing the well on Lots 87 & 88, the Village is proposing to acquire Outlot 10 from Kevin Urso and approximately 9,310 square feet from the School District in order to create a new lot to relocate Well #5, while meeting the required WDNR minimum setback requirements. Outlot 10 is not a buildable lot for a single family home and has no other land use purpose. The Village would then sell Lots 87 & 88 to Urso for the purposes of developing two new single family homes. The Village also proposes vacating the Wiouwash Way right-of-way as the roadway no longer needs to extend to the north and would increase the buildable area of Lot 88 as it would no longer be considered a corner lot with two front yard setbacks. The ROW



would be vacated evenly to Outlot 10 and Lot 88 per Wisconsin Statutes. After the vacation is completed, the Village would sell to Urso the western one-half of the vacated ROW to be combined with Lot 88 and 87 to expand the buildable area of these lots. Through a Certified Survey Map a new Well #5 lot would be created (District land plus Outlot 10) and two new single family residential lots (Wiouwash Way ROW plus Lot 88 and Lot 87). There is some existing sewer and water laterals specific to the planned Well #5 location on Lots 87 & 88 that would need to be abandoned and installed to serve the new well location. The Village would also remove the pavement stub on Wiouwash Way along with associated utilities and new curb and sidewalk connections. Half of these costs are proposed for reimbursed by Urso as the adjacent benefitting property owner. The Village will complete the legal descriptions/survey work to facilitate the various property ownership changes. The proposal allows for the reconfiguration of land that benefits the School District, Village and developer. All parcels are zoned R-1 Single Family Residence.

The land sale proposal was approved in concept by the Village Board at its meeting on July 23, 2024. This enabled staff to move forward with the required survey and development of the Land Exchange and Development Agreement with Kevin Urso. Pending approval of the Agreement, staff will begin the process to vacate the Wiouwash Way right-of-way and approval of the Certified Survey Map. These actions will require separate public hearings, Plan Commission recommendations and Village Board actions. Once completed, the various land sales can be completed.

FINANCIAL/BUDGET IMPACT:

Proposed acquisition price for the Village to acquire property from the District and Outlot 10 property owner is set at \$5/SF since these properties on their own are undevelopable for private purposes in their current state. The 9,310 SF owned by the District at a price of \$5/SF would total \$46,550 to the District. Outlot 10 at 6,733 SF would provide \$33,665 to the landowner using the same \$5/SF metric. Estimated costs to address utilities, pavement, road vacation, etc. is around \$80,000. Total expenses then are forecaster at \$160,215.

Proposed sale price of Lots 87 & 88 that are owned by the Village is set at \$10/SF since the properties have more value as developable properties. Lot 87 is 10,025 SF which would generate revenue at \$100,250 using the \$10/SF while Lot 88 is sized at 10,419 SF yielding revenue of \$104,190. Total revenue is estimated at \$204,440.

Excess proceeds will remain within the water utility and can contribute to the new construction of Well #5.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

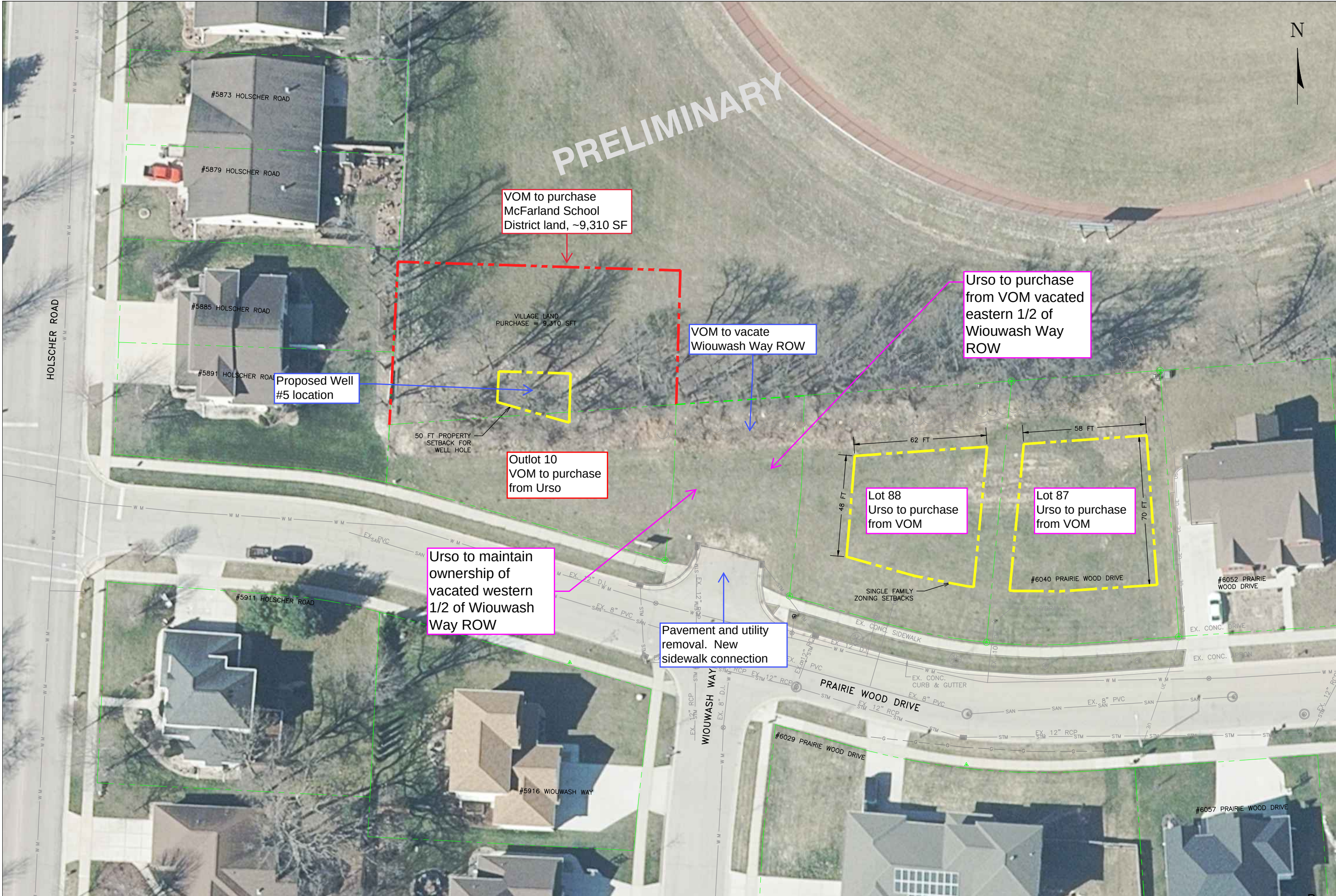
Recommended Action:



Motion, second to recommend to the Village Board approval of Resolution 2024-21, A Resolution Approving a Land Exchange and Development Agreement with Kevin Urso related to proposed Village Well #5.

ATTACHMENTS:

1. Well 5 Land Concept 6.08.2024 with notes
2. 2024-21 Ratifying and Approving a Land Exchange and Development Agreement
3. Urso Land Exchange Agreement(DRAFT 11-4-24)



PRELIMINARY

VOM to purchase
McFarland School
District land, ~9,310 SF

VOM to vacate
Wiouwash Way ROW

Urso to purchase
from VOM vacated
eastern 1/2 of
Wiouwash Way
ROW

Proposed Well
#5 location

Outlot 10
VOM to purchase
from Urso

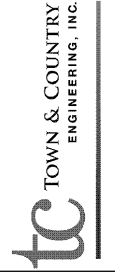
Urso to maintain
ownership of
vacated western
1/2 of Wiouwash
Way ROW

Pavement and utility
removal. New
sidewalk connection

Lot 88
Urso to purchase
from VOM

Lot 87
Urso to purchase
from VOM

6264 Nesbitt Road
Madison, WI 53719
(608) 273-3350
www.tceengineers.net

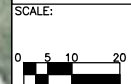


SITE PLAN

NEW WELL NO. 5

Village of McFarland, Wisconsin

PROJECT NO.:
MC 220
DRAWING FILE:
MC 220 BASE.DWG
DRAWN BY:
SAI
CHECKED BY:
BRB
DATE:
6-8-24
REVISIONS:



SHEET:
1

RESOLUTION 2024-21

A RESOLUTION APPROVING A LAND EXCHANGE AND DEVELOPMENT AGREEMENT WITH KEVIN URSO

WHEREAS, the Village is the owner of two adjacent parcels of real property legally described as Lots 87 and 88, Park View Estates, in the Village of McFarland, Dane County, Wisconsin (the “Village Parcels”), which it acquired for purposes of installing a municipal water supply well and related facilities; and

WHEREAS, Kevin Urso is the owner of a parcel located to the west of the Village Parcels legally described as Outlot 10, Park View Estates, in the Village of McFarland, Dane County, Wisconsin (the “Urso Parcel”); and

WHEREAS, the Village Parcels and the Urso Parcel are separated by a segment of the public right-of-way of Wiouwash Way; and

WHEREAS, the segment of Wiouwash Way located north of Prairie Wood Drive, which lies between the Village Parcels and the Urso Parcel has not been improved beyond the installation of curb, gutter and roadway improvements at its intersection with Prairie Wood Drive pending previously planned development north of the Village parcels and the Urso Parcel; and

WHEREAS, the property to the north of the Village Parcels and the Urso Parcel has been acquired by the McFarland School District and improved for use as athletic fields, rendering the need for future extension of Wiouwash Way to the north unlikely; and

WHEREAS, the parties have mutually determined that their interests would be served by the vacation of Wiouwash Way north of Prairie Wood Drive, and an exchange of the Village Parcels along with the vacated Wiouwash Way right-of-way for the Urso Parcel, allowing for the private development by Urso of the Village Parcels, and the relocation of the proposed municipal well facilities to the current Urso Parcel; and

WHEREAS, the parties have reached agreement on the terms and conditions under which they will exchange title to the parcels as set forth in the Agreement attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement attached hereto as Exhibit A is approved, and the Village President and Clerk are authorized to execute and deliver that Agreement on behalf of the Village;

BE IT FURTHER RESOLVED, that the Village Administrator is authorized to take such actions as may be necessary to carry out the Agreement, including the authority to execute deeds, notices, procedural amendments, waivers, closing statements and similar documents as may be appropriate in completing the transactions contemplated thereby.

This Resolution was duly adopted at a meeting of the Village Board of the Village of McFarland on the 26th day of November, 2024.

APPROVED:

Carolyn A. Clow
Village President

ATTEST:

Cassandra Suettinger
Deputy Administrator/Clerk

RESOLUTION # 2024-21	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Brandt –	Leamy –
Brassington –	Peña –
Clow –	Prill –
Fessler –	
VOTING RESULTS	
Motion Carried	
Motion Defeated:	

**LAND EXCHANGE
AND DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT is entered into as of the ____ day of _____, 2024 by and between the Village of McFarland, Wisconsin municipal corporation (the "Village") and Kevin Urso, and adult resident of the state of Wisconsin residing at 2923 Camp Leonard Road, McFarland, WI 53558 (the "Urso").

WITNESSETH:

WHEREAS, the Village is the owner of two adjacent parcels of real property legally described as Lots 87 and 88, Park View Estates, in the Village of McFarland, Dane County, Wisconsin (the "Village Parcels"), which it acquired for purposes of installing a municipal water supply well and related facilities; and

WHEREAS, Urso is the owner of a parcel located to the west of the Village Parcels legally described as Outlot 10, Park View Estates, in the Village of McFarland, Dane County, Wisconsin (the "Urso Parcel"), and

WHEREAS, the Village Parcels and the Urso Parcel are separated by a segment of the public right-of-way of Wiouwash Way; and

WHEREAS, the segment of Wiouwash Way located north of Prairie Wood Drive, which lies between the Village Parcels and the Urso Parcel has not been improved beyond the installation of curb, gutter and roadway improvements at its intersection with Prairie Wood Drive pending previously planned development to the north of the Village parcels and the Urso Parcel; and

WHEREAS, the property to the north of the Village Parcels and the Urso Parcel has been acquired by the McFarland School District and improved for use as athletic fields, rendering the need for future extension of Wiouwash Way to the north unlikely; and

WHEREAS, the parties have mutually determined that their interests would be served by the vacation of Wiouwash Way north of Prairie Wood Drive, and an exchange of the Village Parcels for the Urso Parcel, allowing for the private development by Urso of the Village Parcels, and the relocation of the proposed municipal well facilities to the current Urso Parcel; and

WHEREAS, the parties have reached agreement on the terms and conditions under which they will exchange title to the parcels as set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the promises and mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

I. VACATION OF WIOUWASH WAY.

- A. Procedure.** Within thirty (30) days after execution of this Agreement by all parties, the Village will introduce a resolution before its governing body to vacate that portion

of Wiouwash Way located northerly of the northerly right-of-way line of Prairie Wood Drive as extended from its intersection with the west line of the Village Parcels to the east line of the Urso Parcel, as legally described in **Exhibit A** attached hereto (the “Vacation Resolution”). The Village will provide all required notices and hold a public hearing on the proposed vacation in accordance with §66.1003, Wis. Stats. and take action to approve or reject the Vacation Resolution on or before January 31, 2025. The parties acknowledge and agree that the determination of the Village’s governing body on the proposed Vacation Resolution shall be made in the exercise of the Village’s governmental discretion upon consideration of any public input received at or before the public hearing. Nothing in this Agreement shall be construed to require the approval of the vacation by the Village.

- B. Reversion of Title.** If the Vacation Resolution is adopted by the Village, the Village Clerk will promptly record the resolution as provided by law. Thereupon, the parties agree that, pursuant to §66.1005, Wis. Stats., the westerly ½ of the vacated roadway will revert to the ownership of Urso and be attached to the Urso Parcel, and the easterly ½ thereof will revert to the ownership of the Village and be attached to the Village Parcels. Each party waives any right to claim ownership of any part of the vacated right-of-way except as provided in the previous sentence.
- C. Failure of Vacation Resolution.** In the event the Vacation Resolution is rejected by the Village’s governing body in its sole and absolute discretion, this Agreement shall be void, and neither party shall have any further rights or obligations hereunder.

II. EXCHANGE OF PARCELS.

- A. Purchase and Sale.** If the Vacation Resolution is adopted by the Village, and subject to the terms and conditions set forth herein, the Village agrees to purchase, and Urso agrees to sell to the Village, the Urso Parcel. For avoidance of doubt, the conveyance of the Urso Parcel will exclude the portion of the vacated Wiouwash Way right-of-way that reverts to the Urso Parcel upon vacation. Urso agrees to purchase, and the Village agrees to sell to Urso, the Village Parcels. Upon recording of the Vacation Resolution, the Village shall also convey to Urso that portion of the vacated right-of-way that reverts to Village ownership, and which is legally described in **Exhibit B**.
- B. Purchase Price.** The purchase price to be paid for the Village Parcel (including the vacated portion of Wiouwash Way owned by the Village) shall be Two Hundred Twenty-nine Thousand Eight Hundred and 00/100 dollars (\$229,800.00). The purchase price for the Urso Parcel shall be Thirty-three Thousand Six Hundred Sixty and 00/100 dollars (\$33,660.00). The entire purchase price for each transaction shall be payable in cash at the Closing described in sub. E. below.
- C. Contingencies.** Each party’s obligation to purchase the properties as contemplated hereby shall be conditioned on all of the following:
 - (a) *Purchase of Adjacent Lands by Village.* The Village shall have entered into a binding agreement with the McFarland School District for the purchase by the

Village of the land adjacent to the Urso Parcel legally described in **Exhibit C** on terms and conditions satisfactory to the Village in its sole and absolute discretion. The Village agrees to actively pursue negotiations for such agreement in good faith. The Village shall waive this contingency in writing on or before February 28, 2025, or this Agreement shall be null and void.

- (b) *Warranties True at Closing.* All of the warranties and representations by the selling party in this Agreement shall be true, complete and correct as of Closing.
 - (c) *Compliance with Agreements.* The selling party shall have performed and complied with all agreements and conditions required in this Agreement to be performed and complied with by that party prior to or at the Closing.
 - (d) *Property Conditions and Representations.* Each party shall have satisfied itself with the condition of the property it is to purchase. Each party shall, within ten (10) days after the approval of the Vacation Resolution, provide the other party with a Vacant Land Condition Report in the form of **Exhibit D** disclosing all known conditions of its respective parcel(s). Thereafter, each party shall have the right to conduct such inspections, surveys, environmental assessments or other investigations into the condition of the parcel(s) it is to purchase. Either party may terminate this Agreement by written notice to the other party delivered on or before sixty (60) days after receipt of the Condition Report provided by the other party.
- D. Deed and Conveyance.** Each party shall convey title to the parcel(s) it is obligated to sell by warranty deed, free and clear of all liens and encumbrances except municipal and zoning ordinances, legal highways existing as of the Closing, easements, restrictions and covenants of record, general taxes for the year of closing, and such other matters as may be approved, or objections thereto waived, by the purchasing party pursuant to sub. F. of this Section (collectively, "Permitted Exceptions"), except that the Village's conveyance of the vacated right-of-way described in **Exhibit B** shall be made by quit claim deed.
- E. Closing.** The closing of this transaction ("Closing") shall take place on or before March 31, 2025 ("Closing Date"), at a Madison, Wisconsin office of First American Title Insurance Co., or at such other time and place as may be agreed to by the parties in writing.
- F. Evidence of Title.**
- (a) Within fifteen (15) days after execution of this Agreement by all parties, each party will provide the other with a commitment for a policy of title insurance (each a "Commitment") issued by First American Title Insurance Co. ("Title Company"), showing the condition of title to the parcel(s) it currently owns as of a date not more than fifteen (15) days prior to the effective date of the commitment.
 - (b) The purchasing party shall have fifteen (15) days after receipt of the Commitment

in which to provide the selling party with written notice of any objections ("Objection Notice") to matters of title reflected in the Commitment, including objections to any title or survey matters which comprise Permitted Exceptions.

(c) The selling party shall have fifteen (15) days from receipt of an Objection Notice in which to cure or remove such objectionable items (the "Cure Period"). The selling party shall be obligated to remove any mortgages, liens, special assessments and special charges encumbering the parcel(s) it owns prior to or upon Closing, and to use commercially reasonable efforts to cure or remove other objectionable items within the Cure Period, provided, however, that neither party shall have no obligation to attempt to obtain the release of encumbrances consisting of public highways or utility easements containing existing utility facilities. If objectionable items other than those required to be cured at or before closing remain at the end of such Cure Period, the purchasing party shall have the option to either: (i) terminate this Agreement by written notice to the other party delivered on or before the tenth (10th) day following the expiration of the Cure Period, in which case neither party shall have further obligations hereunder; or (ii) accept title in the condition reflected in the Commitment, including such previously objected to matters as the selling party was unable to cure, in which case, such waived objection(s) shall be considered additional Permitted Exceptions to the deed by which conveyance of the Property is made.

(d) Costs of title, including, without limitation, the Commitment, search and related fees, closing fees and title policy premium for a standard policy without additional endorsements (but including a gap endorsement) and related charges and recording of the deed shall be paid by the seller in each transaction.

III. REPRESENTATIONS AND WARRANTIES. Each party represents and warrants to the other party, and covenants with that party that:

A. **Authority to Act.** The party has all requisite power and authority to enter into this transaction, to execute, deliver and perform this Agreement, to execute and deliver the Deed and each and every other instrument and otherwise to consummate the transaction herein contemplated. Neither the execution, delivery nor performance of this Agreement by the selling party will result in the breach of any charter, contract, restriction, covenant or agreement, or order, judgment or decree by which that party is bound or affected.

B. **Authority of Signatories.** Each individual signing on behalf of each party is duly authorized, in the capacity indicated in the signature blocks forming a part of this Agreement, to sign this Agreement on behalf of the party indicated, and such signatures are sufficient to bind that party hereto.

C. **Condemnation.** Neither party has any notice or knowledge of any proceeding pending for condemnation or other taking by eminent domain of the parcel(s) it owns or any part thereof, and, to the knowledge of such party, no such proceeding is threatened.

- D. **Bankruptcy and Foreclosure.** Neither party, nor the parcel(s) it owns is the subject of any legal proceedings in foreclosure, reorganization, assignment for the benefit of creditors, receivership, bankruptcy or insolvency.
- E. **Litigation.** Neither party has any notice or knowledge of any claims, legal actions, suits, arbitrations, or other legal or administrative proceedings against that party or the parcel(s) it owns pending or threatened, which will in any way affect such parcel(s) or the consummation of the transactions contemplated hereby;
- F. **Condition of Soil.** Neither party has any notice or knowledge that the sub-surface condition of the parcel(s) it owns is unsuitable for typical construction or that there are unusual sub-surface conditions on such parcel(s) which would render construction unusually difficult or expensive.
- G. **Violations of law.** Neither party has notice or knowledge of any violations of any laws, ordinances, orders or regulations issued by public authorities pertaining to health, safety, fire or otherwise affecting or pertaining to the parcel(s) it owns; nor any notice or knowledge of any pending investigations or proceedings pertaining to any of the same.
- H. **Environmental.** Neither party has any notice or knowledge of any condition on the parcel(s) it owns which violates any environmental, hazardous or toxic substance or waste, sewage, building, underground storage tank or other federal, state or local law, code, ordinance or regulation; nor any notice or knowledge that such parcel(s) contains any toxic substance or hazardous waste, as those terms are defined by any local governmental authority, Federal or state law or regulation, including without limitation the Comprehensive Environmental Recovery, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.*, and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, and petroleum, petroleum products and oil (collectively, "Hazardous Substances"), other than the prior application of farm chemicals (and with respect thereto, the party has no knowledge of any prior application in violation of any law); and to the party's knowledge the parcel(s) it owns does not contain any underground storage tanks, surface impoundment, lagoon, or other storage facility or landfill or similar waste disposal area.
- I. **Possession/Occupancy.** Effective at Closing, there will be no persons, other than the seller, in possession or occupancy of the parcels subject to this Agreement or any part thereof, nor are there any other persons who have possessory rights in respect to the Property or any part thereof on or after such date.

IV. **POST-CLOSING OBLIGATIONS.**

- A. **Street Improvements.** Following the Closing, the Village will cause the removal of pavement, curb and gutter and Village utilities within the vacated portion of Wiouwash Way and the construction of new curb and gutter and sidewalk along the north side of Prairie Wood Drive from the east to west limits of the vacated roadway. Such

construction shall meet all Village standards, and shall include grading and seeding of the vacated roadway with turf grass. Urso hereby grants the Village a temporary limited easement over, upon and across the vacated lands and the adjacent lands of Urso in order to complete such improvements and gain access thereto. The improvements required by this subsection shall be completed on or before December 31, 2025 and the temporary limited easement shall expire upon such completion.

- B. Cost-Sharing.** Upon completion of the improvements required by sub. A, Urso shall reimburse the Village for 50% of the actual costs incurred by the Village in completing the improvements. Payment shall be made within 30 days of invoicing by the Village.
- C. Certified Survey Map.** Within 60 days following approval of this Agreement, the Village shall cause the preparation and submittal for Village approval of a certified survey map (CSM) meeting the requirements of the Village's subdivision ordinances redividing Lots 87 and 88, Park View Estates along with the vacated portion of Wiouwash Way into two (2) lots, and Outlot 10 along with the lands described in Exhibit C into a single lot. The Village shall apply for such approval in accordance with Village ordinances and standard procedures. Urso shall join in the application and sign any necessary owner certificates or other documents as may be necessary to obtain approval and recording of the CSM. Upon approval thereof, and within 60 days following the Closing, Urso shall promptly record the CSM and provide a recorded copy to the Village.

V. GENERAL PROVISIONS.

- A. Wisconsin Law.** This Agreement shall be deemed to have been made in the State of Wisconsin and its validity, construction, performance, breach, and operation shall be governed by the laws of the State of Wisconsin.
- B. Parties and Interests: Survival of Agreements.** Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association, or corporation shall acquire or have any rights hereunder by virtue hereof.
- C. Notices.** All notices, demands, certificates, or other communications under this Agreement by any party to any other party shall be sufficiently given or delivered if it is dispatched by registered or certified mail postage pre-paid return receipt requested or delivered personally to the parties at their addresses as follows:

To Village:

Village Clerk
Village of McFarland
5915 Milwaukee Street
McFarland, WI 53558

With a copy to:

Allen D. Reuter
Reuter, Whitish & Evans, S.C.
4600 American Parkway
Suite 104
Madison, WI 53718

To Urso:
2923 Camp Leonard Road,
McFarland, WI 53558

With a copy to:

Any party may, by written notice to the other parties, designate a change of address or addressees for the purposes aforesaid.

- H. **Counterparts.** This Development Agreement may be executed in any number of counterparts, each of which shall constitute an original.
- I. **Amendments.** This Agreement may be supplemented or amended only by written instrument executed by the parties affected by such supplement or amendment.
- J. **Severability.** The rights and obligations contained in this Agreement are intended to be mutually dependent and not severable. In the event any material provision of this Agreement is determined to be unlawful, invalid or unenforceable, this entire Agreement shall become void.
- K. **Captions.** The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of this Agreement.
- L. **Reserved Powers.** Urso understands and acknowledges that as a governmental entity, the Village cannot surrender its governmental authority by contract, and nothing in this Agreement shall be construed to preclude or limit the exercise by the Village of any governmental authority vested in it by law.
- M. **Authority of Signatories.** Each party warrants and represents to the other that the individual(s) signing on behalf of such party are duly authorized, in the capacity indicated in the signature blocks forming a part of this Agreement, to sign this Agreement on behalf of the party so indicated, and such signatures are sufficient to bind that party hereto. The individuals so signing make the same warranties and representations in their individual capacities.
- N. **Neutral Construction.** The parties acknowledge that this Agreement is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against either party because that party's attorney drafted this Agreement or any part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of November 26, 2024.

[Signature blocks appear on following page]

By _____
Carolyn A. Clow
Village President

Cassandra Suettinger
Deputy Administrator/Clerk

Personally came before me this _____ day of _____ 2024, the above-named Carolyn A. Clow and Cassandra Suettinger, to me known to be the persons who executed the foregoing and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

*
Notary Public, State of Wisconsin
My Commission: _____

EXHIBIT A

LEGAL DESCRIPTION OF WIOUWASH WAY VACATION

Wiouwash Street Vacation, located in Park View Estates, recorded in the Dane County Register of Deeds Office in Volume 57-188A of Plats, Pages 782 through 785, as Document No. 3459436. Located in the Northwest 1/4 of the Southeast 1/4 of Section 2, T6N, R10E, Village of McFarland, Dane County, Wisconsin, being more particularly described as follows:

Commencing at the East 1/4 Corner of said Section 2; thence S 86°01'11" W along the north line of said Southeast 1/4, 2,413.33 feet to the Northwest Corner of Lot 88, Park View Estates and to the point of beginning.

Thence continue S 86°01'11" W along said north line also being the north line of Park View Estates, 60.31 feet to the Northeast Corner of Outlot 10, Park View Estates; thence along the east line of said Outlot 10 for the next 3 courses S 01°46'11" W, 31.33 feet; thence along an arc of a curve concaved westerly having a radius of 120.00 feet and a long chord bearing and distance of S 04°04'00" W, 9.73 feet; thence S 06°24'11" W, 32.49 feet to the Southeast Corner of said Outlot 10 also being on the north right of way line of Prairie Wood Drive; thence S 74°04'17" E along said north right of way line, 60.84 feet to the Southwest Corner of said Lot 88; thence along the west side of said Lot 88 for the next 3 courses N 06°24'11" E, 42.57 feet; thence along an arc of a curve concaved westerly having a radius of 180.00 feet and a long chord bearing and distance of N 04°06'46" E, 14.55 feet; thence N 01°46'11" E, 37.40 feet to the point of beginning. This Wiouwash Street Vacation contains 5,043 sq. ft. or 0.12 acres

EXHIBIT B

LEGAL DESCRIPTION OF VILLAGE REVERSIONARY INTEREST IN WIOUWASH VACATION

East 1/2 of Wiouwash Street Vacation, located in Park View Estates, recorded in the Dane County Register of Deeds Office in Volume 57-188A of Plats, Pages 782 through 785, as Document No. 3459436. Located in the Northwest 1/4 of the Southeast 1/4 of Section 2, T6N, R10E, Village of McFarland, Dane County, Wisconsin, being more particularly described as follows:

Commencing at the East 1/4 Corner of said Section 2; thence S 86°01'11" W along the north line of said Southeast 1/4, 2,413.33 feet to the Northwest Corner of Lot 88 also being the Northeast Corner of Wiouwash Street and to the point of beginning.

Thence continue S 86°01'11" W along the north line of said Wiouwash Street, 30.15 feet to the centerline of said Street; thence along said centerline for the next 3 courses S 01°46'11" W, 34.37 feet; thence along an arc of a curve concaved westerly having a radius of 150.00 feet and a long chord bearing and distance of S 04°06'55" W, 12.14 feet; thence S 06°24'11" W, 37.53 feet to the north right of way line of Prairie Wood Drive; thence S 74°04'17" E along said north right of way, 30.42 feet to the Southwest Corner of said Lot 88; thence along the westerly line of said Lot 88 for the next 3 courses N 06°24'11" E, 42.57 feet; thence along an arc of a curve concaved westerly having a radius of 180.00 feet and long chord bearing and distance of N 04°06'46" E, 14.55 feet; thence N 01°46'11" E, 37.40 feet to the point of beginning. This parcel contains 2,678 sq. ft. or 0.06 acres

EXHIBIT C

LEGAL DESCRIPTION OF VILLAGE ADDITIONAL LAND PURCHASE

A parcel of land located on Lot 1, Certified Survey Map No. 15364, recorded in the Dane County Register of Deeds Office in Volume 110 of Certified Surveys, Pages 64 through 68, as Document No. 5566718. Located in the Southwest 1/4 of the Northeast 1/4 of Section 2, T6N, R10E, Village of McFarland, Dane County, Wisconsin, being more particularly described as follows:

Commencing at the East 1/4 Corner of said Section 2; thence S 86°01'11" W along the south line of said Northeast 1/4, 2,473.64 feet to the Northeast Corner of Outlot 10, Park View Estates, being on the South line of said Lot 1, Certified Survey Map No. 15364 and to the point of beginning.

Thence continue S 86°01'11" W along said south line of the Northeast 1/4 also being the south line of said Lot 1, 135.16 feet to the Center of Section 2 also being the Southwest Corner of said Lot 1; thence N 02°12'21" E along the west line of said Northeast 1/4 also being the west line of said Lot 1, 74.10 feet; thence N 90°00'00" W, 133.98 feet; thence S 01°46'11" W, 64.69 feet to the point of beginning. This parcel contains 9,310 sq. ft. or 0.21 acres

EXHIBIT D

VACANT LAND CONDITION REPORT TEMPLATE

VACANT LAND DISCLOSURE REPORT

DISCLAIMER

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT _____ IN THE _____
(CITY) (VILLAGE) (TOWN) OF _____, COUNTY OF
Dane _____ STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF _____ (MONTH) _____ (DAY), _____ (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "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.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate that does not include any buildings is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

B. ENVIRONMENTAL

		YES	NO	N/A
B1.	Are you aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property?	☐	☐	☐
B2.	Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in soil, or other potentially hazardous or toxic substances on the property?	☐	☐	☐
B3.	Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property?	☐	☐	☐
B4.	Are you aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems?	☐	☐	☐
B5.	Are you aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties?	☐	☐	☐
B6.	Are you aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program?	☐	☐	☐
B7.	Explanation of "yes" responses _____			

C. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

		YES	NO	N/A
C1.	Are you aware of underground storage tanks presently or previously on the property for storage of flammable or combustible liquids, including, but not limited to, gasoline or heating oil? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Wisconsin Department of Agriculture, Trade and Consumer Protection regulations may require the closure or removal of unused tanks.)	☐	☐	☐
C2.	Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards.	☐	☐	☐
C3.	Are you aware of defects in a well on the property or a well that serves the property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see s. NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations?	☐	☐	☐
C4.	Are you aware of a joint well serving this property?	☐	☐	☐
C5.	Are you aware of a defect relating to a joint well serving this property?	☐	☐	☐
C6.	Are you aware of defects in any septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations?	☐	☐	☐
C7.	Explanation of "yes" responses _____			

D. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

		YES	NO	N/A
D1.	Have you received notice of a property tax increase, other than normal annual increases, or are you aware of a pending property tax reassessment?	☐	☐	☐
D2.	Are you aware of pending special assessments?	☐	☐	☐
D3.	Are you aware of the property being located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?	☐	☐	☐
D4.	Are you aware of any land division involving the property for which required state or local permits were not obtained?	☐	☐	☐
D5.	Are you aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence?	☐	☐	☐
D6.	Are you aware of proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property?	☐	☐	☐
D7.	Explanation of "yes" responses _____			

E. LAND USE

		YES	NO	N/A
E1.	Are you aware of the property being part of or subject to a subdivision homeowners' association?	☐	☐	☐
E2.	If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others?	☐	☐	☐
E3.	Are you aware that all or a portion of the property is in a floodplain, wetland, or shoreland zoning area under local, state or federal regulations?	☐	☐	☐
E4.	Are you aware of any zoning code violations with respect to the property?	☐	☐	☐
E5.	Are you aware of nonconforming uses of the property? A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance.	☐	☐	☐
E6.	Are you aware of conservation easements on the property? A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes.	☐	☐	☐
E7.	Are you aware of restrictive covenants or deed restrictions on the property?	☐	☐	☐
E8.	Are you aware of nonowners having rights to use part of the property, including, but not limited to, rights-of-way and easements other than recorded utility easements?	☐	☐	☐
E9.	Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county?	☐	☐	☐
E10.	The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or (608) 266-2486.			
	a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?	☐	☐	☐
	b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))	☐	☐	☐
	c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))	☐	☐	☐

		YES	NO	N/A
E11.	Is all or part of the property subject to or in violation of a farmland preservation agreement? Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Visit https://datcp.wi.gov/Pages/Programs_Services/FPAgreements.aspx for more information.	☐	☐	☐
E12.	Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program?	☐	☐	☐
E13.	Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	☐	☐	☐
E14.	Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property? Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses.	☐	☐	☐
E15.	Are you aware there is not legal access to the property?	☐	☐	☐
E16.	Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information.	☐	☐	☐
E17.	Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information).	☐	☐	☐
E18.	Are you aware of archeological artifacts, mineral rights, orchards, or endangered species on the property?	☐	☐	☐
E19.	Are you aware of existing or abandoned manure storage facilities located on the property?	☐	☐	☐
E20.	Are you aware that all or part of the property is enrolled in the managed forest land program? The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit http://dnr.wi.gov/topic/forestry.html .	☐	☐	☐
E21.	Explanation of "yes" responses _____ _____ _____ _____			

F. ADDITIONAL INFORMATION

		YES	NO	N/A
F1.	Are you aware of high voltage electric (100 kilo volts or greater) or steel natural gas transmission lines located on, but not directly serving, the property?	☐	☐	☐
F2.	Are you aware of flooding, standing water, drainage problems, or other water problems on or affecting the property?	☐	☐	☐
F3.	Are you aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide?	☐	☐	☐
F4.	Are you aware of significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property?	☐	☐	☐

	YES	NO	N/A
F5. Are you aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the property or neighboring property?	☐	☐	☐
F6. Utility Connections. Are you aware that the property is connected to the following utilities on the property or at the lot line? (If "yes," indicate where the utility is located.)	☐	☐	☐
a. Electricity _____	☐	☐	☐
b. Municipal water _____	☐	☐	☐
c. Telephone _____	☐	☐	☐
d. Cable television _____	☐	☐	☐
e. Natural gas _____	☐	☐	☐
f. Municipal sewer _____	☐	☐	☐
F7. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?	☐	☐	☐
F8. Are you aware of other defects affecting the property? Other defects may include items such as animal, reptile, or insect infestation; drainage easement or grading problems; excessive sliding; or any other defect or material condition.	☐	☐	☐
F9. Are you aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition?	☐	☐	☐
F10. The owner has owned the property for _____ years.			
F11. Explanation of "yes" responses _____			

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830.

OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner _____ Date _____

Owner _____ Date _____

Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____

Person _____ Items _____ Date _____

Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

**VILLAGE OF
McFarland
SUMMARY SHEET**

MEETING DATE: Tuesday, November 19, 2024

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action to make a recommendation to the Village Board regarding updates to Community & Economic Development Department permit and park impact fees for 2025.

PREVIOUS ACTION:

ISSUE SUMMARY:

Annually, Village Departments consider potential fee updates for Village Board consideration. For the Community & Economic Development Department, this includes zoning fees, building fees and park impact fees.

Zoning & Land Division Fees

The Village last updated various zoning and subdivision application fees in 2022. These fees are reviewed for adjustment at least every other year to align with the average of our peer communities within the Madison suburban area. The packet includes a table that compares the Village's planning and zoning fees with our peer communities. The top line includes the average of all communities in the table, excluding Village of Oregon and City of Madison. The second average includes those two communities. Staff separated Oregon as their fee is an outlier as they charge applicants for staff (non-consultant) time for reviewing applications. Similarly, the City of Madison planning fees are relatively high compared to all other communities. The only notable fee that appears to be significantly below our peer averages is the additional per lot fee for CSM's. The Village currently charges \$25 per lot, while the average is \$62 per lot. However, the Village's base CSM fee is still above average. Taken together (base + per lot) the Village's CSM fee is within the average of peer communities. No changes to zoning and land division fees are recommended for 2025. The Department recommends revisiting the fees updates as part of the adoption of the new zoning and subdivision code in 2026.

Building Permit Fees

The Village updated various building permit fees for the year 2023 to bring most fees up to the minimum hourly rate paid by the Village for our consultant building inspectors. The Village's building inspection contract expires at the end of 2025. Extension of this contract is likely to be considered in the Fall of 2025. Staff recommend deferring any changes to building permit fees until the end of 2025, to become effective 2026, based on any rates increases under our new consultant contract.

Park Impact Fees



In February 2020, the Village Board adopted an updated Park Impact Fee Study. As part of the approval of this study, the Village Board updated the Village's Park Improvement Impact Fees and Park Land Impact Fees (also known as Fees in Lieu of Parkland Dedication). Regarding the Park Improvement Fee, the Village Board adopted a plan to phase the recommended fee from the study in equal installments over a five-year period, plus inflation. Year 2024 fees included the last "stepup" increase. Sec. 8-464(e) also provides that, unless modified further by the Village Board, the park impact fees shall be adjusted annually by the Community Development Director utilizing the Consumer Price Index-All Urban Consumers-Midwest Region prepared by the US Department of Labor. Accounting for the CPI index the changes in the park impact fees from 2024 to 2025 are as follows:

Park Improvement Fee

Single Family Dwelling Unit: from \$3,059.01 to \$3,137.20*
Multi-Family Dwelling Unit: from \$2,124.95 to \$2,179.27*
Group Quarters Dwelling Unit: from \$1,167.56 to \$1,197.40*

Park Land Impact Fee

Single Family Dwelling Unit: from \$4,716.75 to \$4,775.24*
Multi-Family Dwelling Unit: from \$3,276.52 to \$3,317.15*
Group Quarters Dwelling Unit: from \$1,800.29 to \$1,822.61*

*Some final adjustment to these fees will occur based on the Department of Labor final index total for December 2024.

FINANCIAL/BUDGET IMPACT:

Park impact fees are collected by the Village and segregated into a separate account which the Village uses to pay for future parkland or recreational trail properties and for improvements to existing and future Village parks. Zoning and building permit fees are used to offset a portion of the costs related to administration, review, approval and site review/inspections for various planning and building permit requests, including off setting fees charged to the Village from our contracted Building Inspector.

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

Appendix A: Fees

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended motion:

Motion, second, to recommend to the Village Board updates to the following fees, contingent on final inflation adjustment by the Community & Economic Development Director based on the Department of Labor final annual index total for year-end 2024, per Sec. 8-464(e):

Park Improvement Fee

Single Family Dwelling Unit: \$3,137.20



Multi-Family Dwelling Unit: \$2,179.27
Group Quarters Dwelling Unit: \$1,197.40

Park Land Impact Fee

Single Family Dwelling Unit: \$4,775.24
Multi-Family Dwelling Unit: \$3,317.15
Group Quarters Dwelling Unit: \$1,822.61

ATTACHMENTS:

1. 2024 Planning Fee Comparisons 11.11.24

	LAND DIVISION FEES					
	Preliminary		Final plat		CSM	
	Base	Addition (per lot)	Base	Addition (per lot)	Base	Addition (per lot)
Average*	\$397	\$55	\$419	\$51	\$259	\$62
Average	\$447	\$54	\$403	\$51	\$258	\$76
Median	\$413	\$50	\$355	\$48	\$250	\$50
Range*	\$100 - \$600	\$2.50 - \$180	\$100 - \$900	\$25-\$480	\$100 - \$590	\$25 - \$160
Range	\$100 - \$1,150	\$2.50 - \$180	\$100 - \$1,150	\$25-\$480	\$100 - \$1,150	\$25 - \$160
McFarland	\$500	\$50	\$500	\$50	\$300	\$25
Fee Schedule						per lot >2
Cottage Grove	\$360	\$50	\$360	\$30	\$110	\$25
Fee Schedule					and \$250 escrow	
Deforest	\$425	\$2.50	\$350		\$300	
Fee Schedule					up to 4 lots; \$125 (reapplication)	
Fitchburg	\$575	\$180	\$575	\$120	\$590	\$160
Fee Schedule						
Monona (4)	\$200	\$40	\$200	\$25	\$200	\$25
Fee Schedule						
Middleton	\$400	\$50	\$900	\$80	\$400	\$55
PC App						
Oregon	\$1,150		\$1,150		\$1,150	
Fee Schedule	*Non-refundable Fee - \$150, deposit of \$1,000					
Stoughton	\$505	\$45	\$300	\$45	\$190	\$45
Fee Schedule						
Sun Prairie	\$600	\$30	\$600	\$30	\$250	\$100
Fee schedule						
Verona	\$300	\$50	\$300	\$25	\$150	\$100
Fee Schedule						
Waunakee	\$100	\$50	\$100	\$50	\$100	\$25
Fee Schedule	per DU		per DU			
Madison	\$250	\$50	\$250	\$50	\$250	\$200
Fee Schedule						

*average excludes Oregon and Madison

COMP PLAN & DEV. AGREEMENT			
Zoning change	Text Amend.	Comp Plan	Develop's Agreement
		Amendment	
\$463	\$402	\$391	\$2,263
\$560	\$607	\$538	\$2,495
\$485	\$420	\$420	\$1,150
\$300 - \$770	\$350 - \$475	\$200 - \$600	\$400 - \$10,000
\$300 - \$1,150	\$350 - \$1,150	\$200 - \$1,150	\$400 - \$10,000
\$475	\$475	\$475	\$400
\$360	\$360	\$350	
		2.0% of anticipated costs	
\$420	\$420	\$420	
*\$480 extra territorial zoning; Zoning Change and Map amendment		* Subchapter VI - 13.61 Subdivider's Agreement	
\$780	\$465		
\$300			
\$500		\$200	\$5,000
\$2,000 for >1 lot			
\$1,150	\$1,150	\$1,150	\$1,150
		plus \$100/lot	
\$495			\$415
\$600	\$400	\$600	\$500
\$350	\$350	\$350	
		Developer pays all admin, atty. etc. costs	
\$345	\$345	\$345	\$5,000
		\$5,000 - \$10,000 Deposit*	
\$950	\$1,500	\$950	\$5,000
(+) \$100/acre. Up to	(+) \$200/acre. Up to	(+) \$100/acre. Up to	Engineering

ZONING FEES		
CUP	Site Design	BZA
\$410	\$324	\$453
\$517	\$379	\$515
\$463	\$320	\$485
\$125 - \$600	\$50 - \$700	\$250 - \$600
\$125 - \$1,150	\$50 - \$1,150	\$250 - \$1,150
\$425	\$400	\$450
\$360	\$280	\$360
250 escrow		
\$350	\$205	\$450
	\$110 (minor); \$300 (major)	
\$500		\$600
	Link	
\$125	\$700	\$250
	min + .25/SF of GFA	
\$500	\$50	\$500
\$1,150	\$1,150	\$1,150
\$540	\$365	\$495
*\$495 + \$45 (recording fee)		
\$600	\$250	\$600
\$350	\$350	\$350
\$350	\$320	\$475
\$950	\$100	\$500
(+) \$100/acre. Up to	(+) \$50/acre. U	\$200 - Appeal

McFarland
SUMMARY SHEET

MEETING DATE: Tuesday, November 19, 2024

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion regarding proposed amendments to Article 62-III
Floodplain Zoning.

PREVIOUS ACTION:

August 29, 2023. WDNR held an open house regarding the draft floodplain map revisions at the Municipal Center.

ISSUE SUMMARY:

The Wisconsin DNR and FEMA have completed an update to the floodplain boundaries surrounding [Pennito Creek](#). This includes land within the Village's northwest and northeast municipal boundary. Within the packet are the updated Flood Storage Districts for those portions within McFarland. The floodplain changes within McFarland are minimal mostly impacting the boundary of the 500-year floodplain. On October 9, 2024 the Village received official notification of the new Flood Insurance Rate Map (FIRM). This is the start of the required 6-month adoption phase for affected communities. The current Flood Insurance Rate Map (FIRM) panels and Flood Insurance Study (FIS) will be superseded by these updated FIRMs and FIS and the references to these will need to be updated in the Village's Floodplain Ordinance. The Village's [Floodplain Ordinance](#) was last updated in 2008. Given the length of time, and the Village's planned Zoning Code update project, the DNR and Village staff recommend completing a full repeal and recreate so that the ordinance meets state and federal minimum standards. The DNR provides a model ordinance that communities can tailor to suit their particular needs. The DNR also recommends that communities separate the floodplain ordinance as a separate chapter within municipal code of ordinances rather than as a subchapter within the Zoning Code. This can reduce potential issues with conflicts between terms and regulations within the Zoning Code and Floodplain Ordinance, while also eliminating the potential need to notify the DNR and FEMA regarding non-floodplain ordinance amendments.

The new floodplain ordinance must be adopted by the Village Board and approved by the DNR and FEMA no later than April 9, 2025 to avoid the Village and property owners from being suspended from the National Flood Insurance Program (NFIP). The November 19 Plan Commission meeting is intended to introduce this project. Staff will work with the DNR and Village Attorney to draft the new floodplain ordinance using the state model ordinance template.

A public hearing will be required to be held by the Plan Commission prior to making a recommendation on the new ordinance to the Village Board. Staff is targeting the Plan Commission's January 21, 2025 meeting for the public hearing, subject to change.

FINANCIAL/BUDGET IMPACT:



VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

Chapter 62, Article III - Floodplain Zoning

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

This item is presented for discussion only.

ATTACHMENTS:

1. 2024McFarlandFPOrdAdoptionNoticeFIRM_FIS
2. Dane_FSD_Panel119
3. Dane_FSD_Panel20
4. Dane_FSD_Panel26
5. Dane_FSD_Panel27



Wednesday, October 9, 2024

Ms. Carolyn Clow, Village President
Village of McFarland
5915 MILWAUKEE ST
MC FARLAND WI 53558-8962

Electronic delivery via email: carolyn.clow@mcfarland.wi.gov

Subject: Ordinance adoption notice for Village of McFarland. FEMA Community ID: 550086.

Dear Ms. Carolyn Clow,

Recently, the Village of McFarland received a Letter of Final Determination (LFD) date of April 09, 2025, from the Federal Emergency Management Agency (FEMA) notifying the Village that updated Flood Insurance Rate Maps (FIRMs) and the Flood Insurance Study (FIS) for Dane County must be adopted into the local floodplain ordinance within six months. The Village ordinance must be updated and approved by DNR and FEMA no later than **April 09, 2025, or your community will be suspended from the National Flood Insurance Program (NFIP).**

This letter, and the information listed below explain how to set up the ordinance and the ordinance adoption process. This information was provided as attachments to the same email that contained this letter.

- FIRM and FIS Information – lists out the FIRM panels, FIS numbers and the effective dates needed for the official maps section of the local floodplain ordinance.
- [Flood Storage district maps for communities in Dane County](#) -The cities of Edgerton, Fitchburg, Madison, Middleton, Monona, Stoughton and Sun Prairie, villages of Cambridge, Cottage Grove, Deerfield, Maple Bluff, Marshall, McFarland, Oregon and Shorewood Hills and Dane County all have updated flood storage maps to add to their ordinance. DNR staff can assist with the wording in the ordinance. Local floodplain zoning staff from the affected communities are encouraged to download copies of the updated flood storage map panels to have on file for regulatory purposes.

From the [DNR Risk Map Web Page](#), scroll to and select the Pennito Creek -Dane County (PMR) Watershed Project. Then scroll to the maps section and select the flood storage panels for your area of jurisdiction.

- Checklist for standard model ordinance – used to match local sections to state model sections, to ensure all applicable text is included. Completing this document is required if the local ordinance has language that varies from the state model. An editable version in Word format is attached.
- WDNR current standard model ordinance – to be used for the update of your community ordinance. The state standard model meets the minimum requirements of the NFIP and Chapter NR116, Wisconsin Administrative Code. An editable version in Word format is attached.
- [Adopting an ordinance](#)- a step-by-step guide quick guide outlining the adoption process.
- [Checklist for ordinance updates](#)– a checklist describing what is needed for the ordinance adoption process and to receive the DNR approval.
- Ordinance adoption timeline – an outline of steps, with timeframe for each, to receive the DNR approval before the FEMA deadline.

DNR staff are prepared to assist you in the ordinance review and adoption process, provide example public notices and explain state and federal regulatory requirements. Communities are encouraged to have DNR staff review the draft local

floodplain ordinance well before the ordinance is presented to the local governing body for adoption in order to ensure compliance with the NFIP and Chapter NR116, Wisconsin Administrative Code. We advise you to start on this process as soon as possible to allow for the time necessary to complete the adoption process and to allow for any unintentional delays. FEMA will not permit extensions beyond the April 09, 2025, deadline. **If the ordinance is not legally adopted by the community and approved by the DNR and FEMA, the community will be immediately suspended from the NFIP.**

The federal consequences of being suspended from the NFIP are:

1. No resident will be able to purchase a federal flood insurance policy. Those that may have had policies will no longer have coverage after the current policy renewal date, however no flood claims would be paid out until the community rejoins the program.
2. Federal officers and agencies are prohibited from approving any financial assistance for acquisition, construction, repair, or maintenance purposes in an area of special flood hazard in the community.
3. Public facilities and citizen owned structures, during a federally declared flood disaster, are not eligible for the full assistance that normally would be available to communities that are members of the NFIP.
4. Development potential may be affected in your community. FEMA will not approve a Letter of Map Revision based on Fill (LOMR-F) because the community acknowledgement form cannot be signed if the community is not a participant in the NFIP.

The process for amending a local floodplain ordinance is:

- **Ordinance amendment draft (recommended)**- submit draft ordinance to your DNR Floodplain Management contact for review 2-4 weeks prior to the public hearing to ensure it is compliant with the minimum standards of the NFIP and Chapter NR116, Wisconsin Administrative Code before adoption. We advise the Community to adopt the DNR model as it does meet current minimum standards for the NFIP and Chapter NR116. However, the community may be more restrictive than the minimum standards, if desired.
- **Notice of public hearing (Class2)** - the publication or posting of a public hearing notice for two consecutive weeks with the final notice being published or posted **no less than seven (7) days** prior to the public hearing. It is critical that the notice is published/posted correctly because if it is not, it may not be valid, and the community would be required to go through the adoption process again.
- **Decision of governing body**- once an amended floodplain ordinance has been adopted, please submit the following information in electronic format PDF to your DNR Floodplain Management contact within ten (10) days after adoption:
 1. A certified copy of the adopted ordinance.
 2. An affidavit of publication of the notice of public hearing from the newspaper with the notice. If the notice was posted, a notarized affidavit by the local official (usually the clerk) stating that the notice of public hearing was posted in three public places (with date and location), together with the notice, or posted in one public place and placed electronically on the municipality internet site per s. 985.02(2)(a).
 3. An affidavit of publication of the notice of the enacted ordinance from the newspaper with the notice. If the notice was posted, a notarized affidavit by the local official (usually the clerk) stating that the notice of public hearing was posted in three public places (with date and location), together with the notice, or posted in one public place and placed electronically on a municipality internet site per s. 985.02(2)(a).
- Upon receipt DNR staff will review the documents to issue the approval and coordinate the FEMA approval for the community.

If you have any questions concerning this letter or need further information on the ordinance adoption process or the Wisconsin model ordinance, please reach out to the Floodplain Management Program contact identified in the email sent to you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mia A. Van Horn', with a stylized, cursive script.

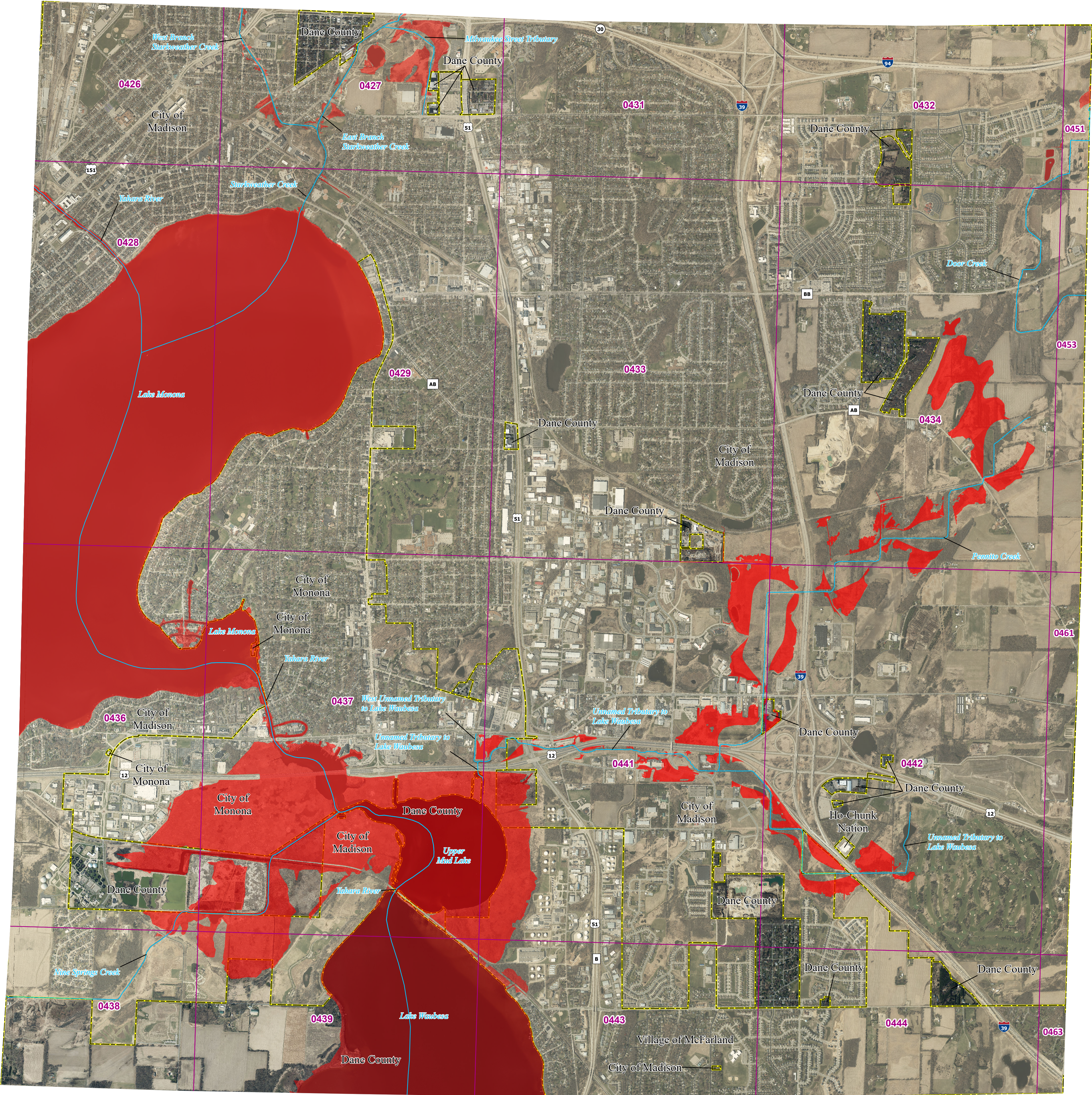
Mia A. Van Horn
Floodplain Zoning Ordinance Coordinator
Wisconsin Department of Natural Resources
Madison office

Copy to: Mr. Andrew Bremer - Village of McFarland, via andrew.bremer@mcfarland.wi.gov
 William T Disser - Wisconsin DNR, via william.disser@wisconsin.gov

Dane County and incorporated areas Flood Storage Districts

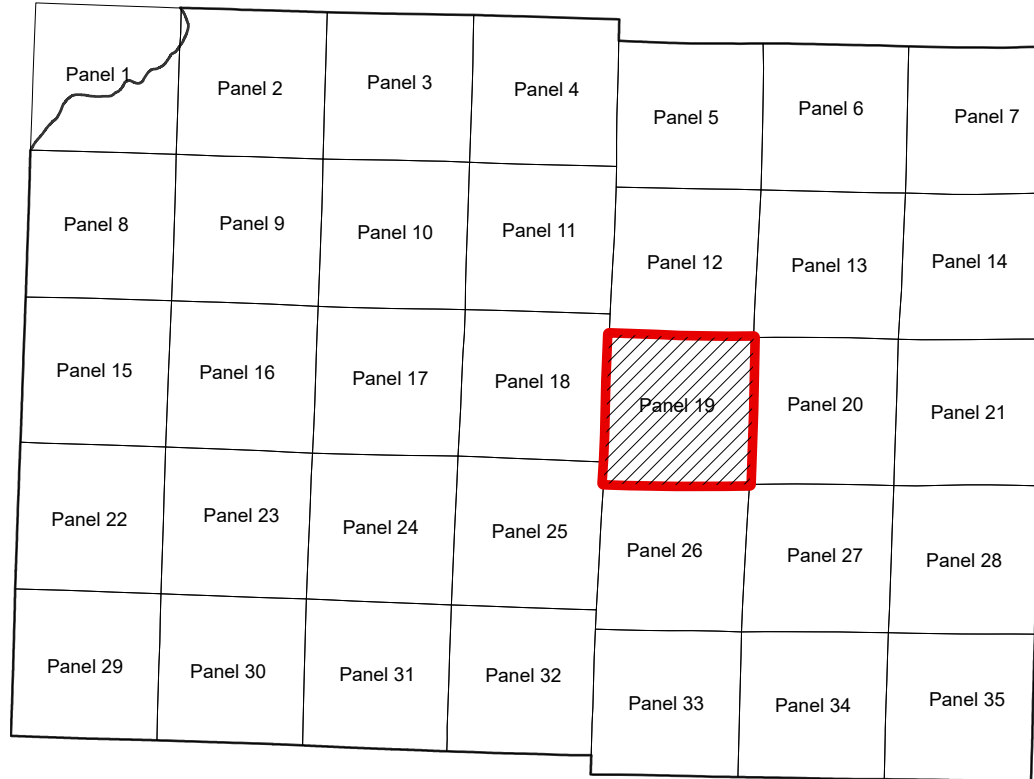
T7N R10E
Panel 19

Sources of Study: WDNR
Effective Date: April 9, 2025
Approved by: WDNR



- LEGEND**
- DFIRM Panels
 - Rivers/Streams
 - Dane Co Boundary
 - Municipalities
 - Flood Storage Districts

0 2,500 5,000 Feet
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Coordinate System: NAD 1983 HARN UTM Zone 16

Aerial photography was acquired in the Spring of 2020 and was provided in digital format by the Wisconsin Regional Orthophotography Consortium (WROC).

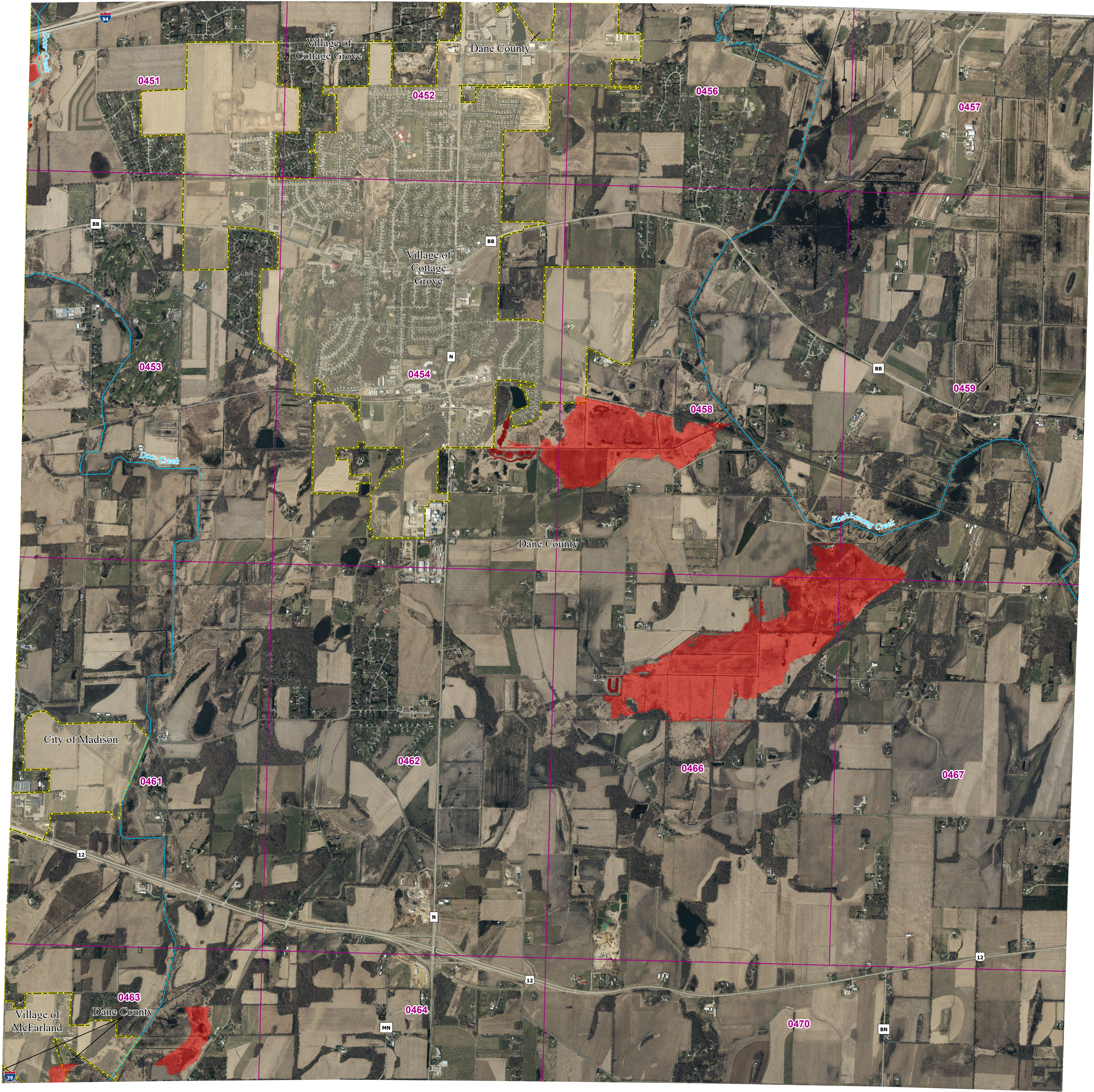
Flood Storage Districts available for download at DNR's Surface Water Data Viewer: dnr.wisconsin.gov/topic/SurfaceWater/swdv (or go to dnr.wi.gov and search "SWDV")



Dane County and incorporated areas Flood Storage Districts

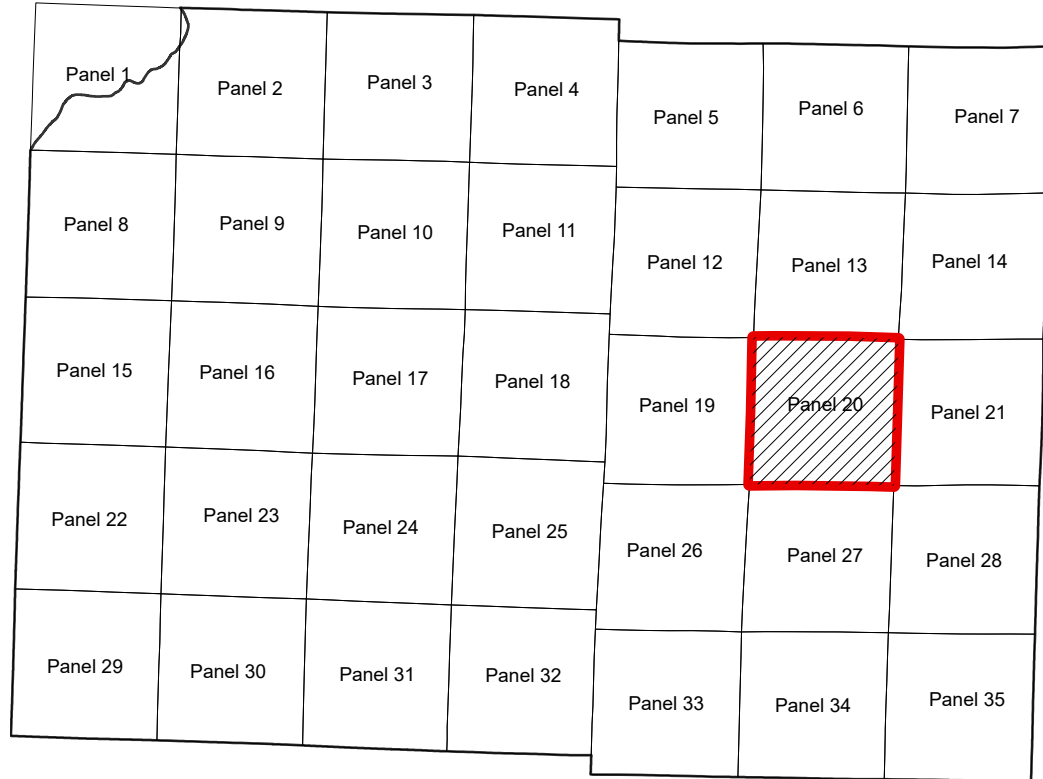
T7N R11E
Panel 20

Sources of Study: WDNR
Effective Date: April 9, 2025
Approved by: WDNR



- LEGEND**
- DFIRM Panels
 - Rivers/Streams
 - Dane Co Boundary
 - Municipalities
 - Flood Storage Districts

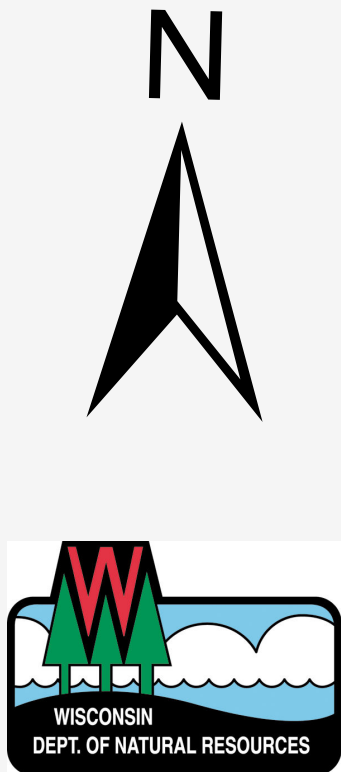
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Coordinate System: NAD 1983 HARN UTM Zone 16

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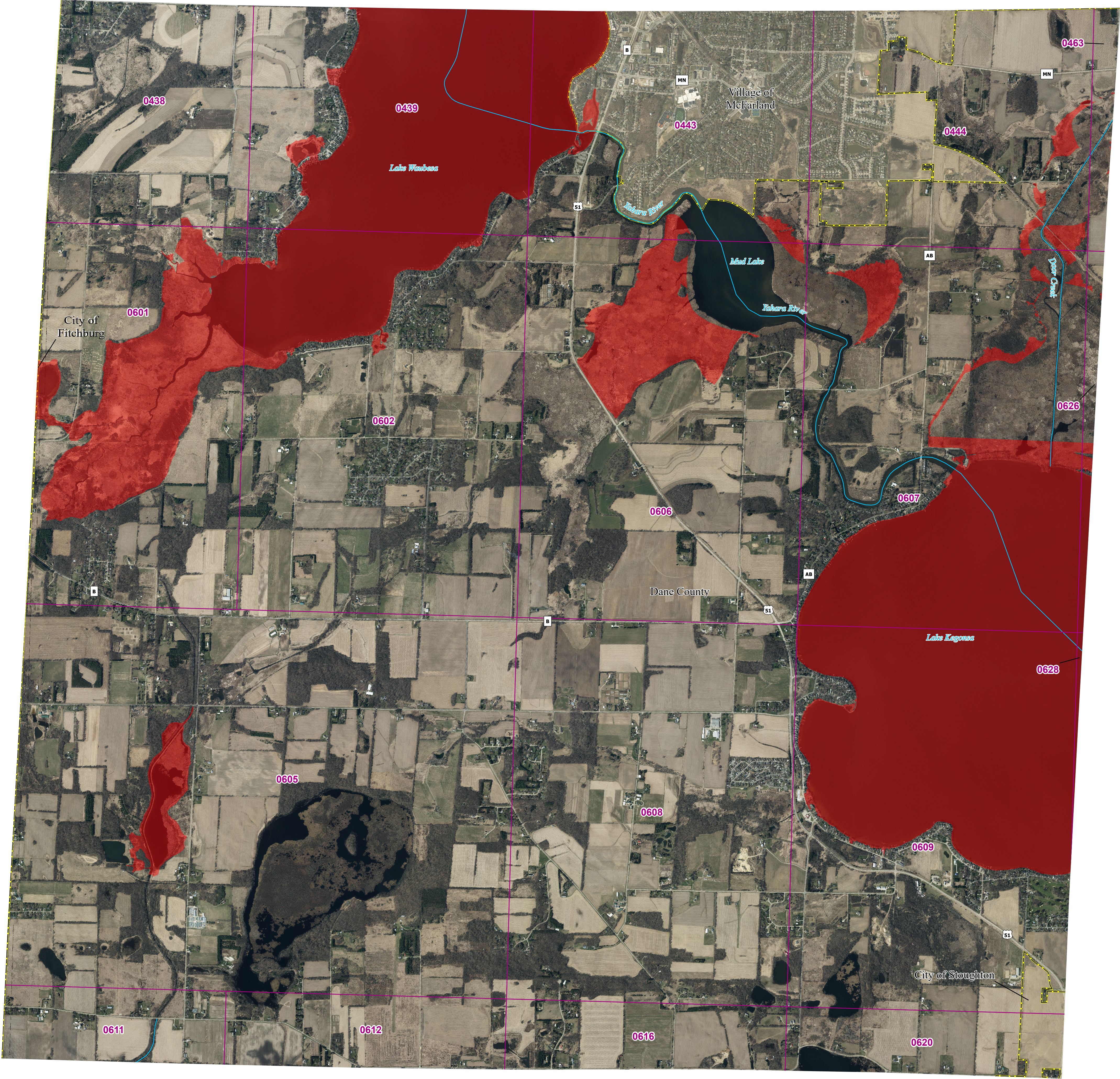
Flood Storage Districts available for download at DNR's Surface Water Data Viewer: dnr.wisconsin.gov/topic/SurfaceWater/swdv (or go to dnr.wi.gov and search "SWDV")



Dane County and incorporated areas Flood Storage Districts

T6N R10E
Panel 26

Sources of Study: WDNR
Effective Date: April 9, 2025
Approved by: WDNR

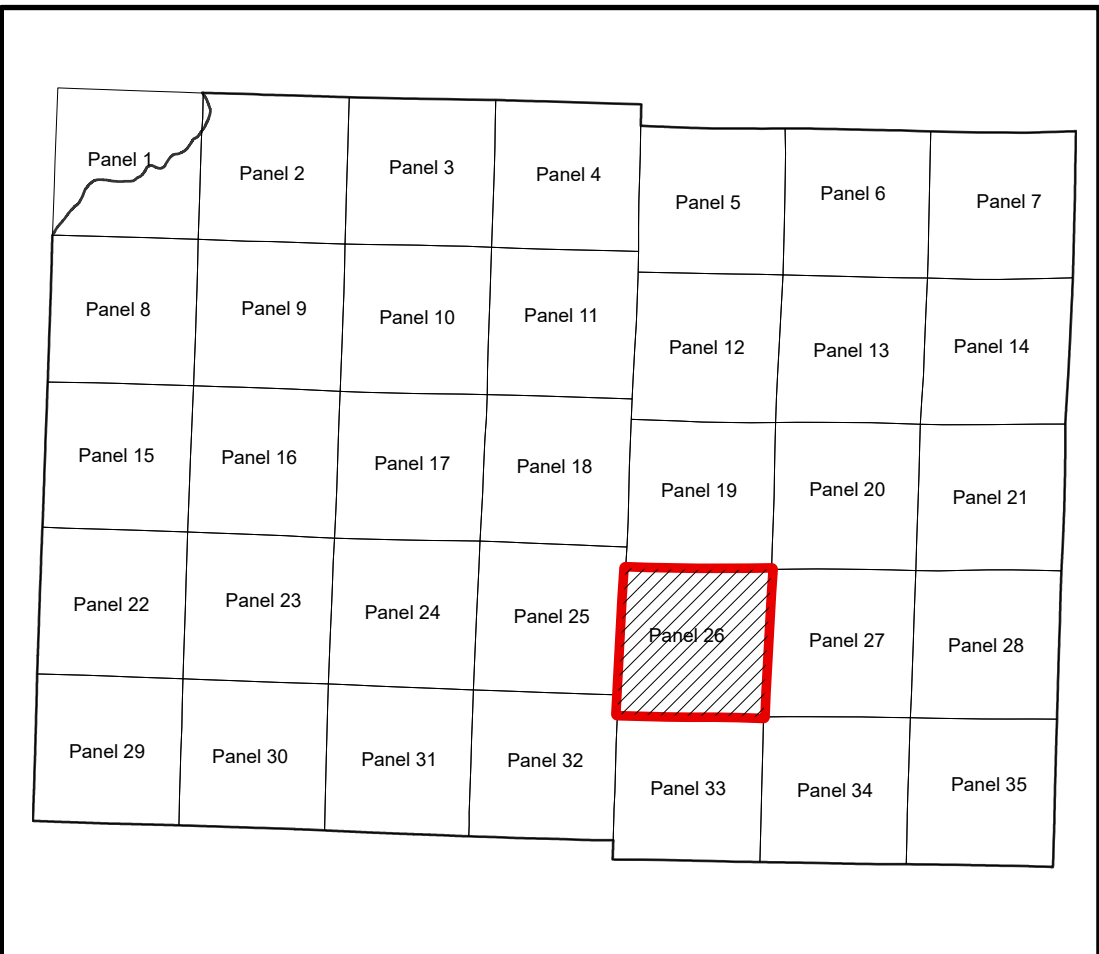


LEGEND

- DFIRM Panels
- Rivers/Streams
- Dane Co Boundary
- Municipalities
- Flood Storage Districts

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Coordinate System: NAD 1983 HARN UTM Zone 16

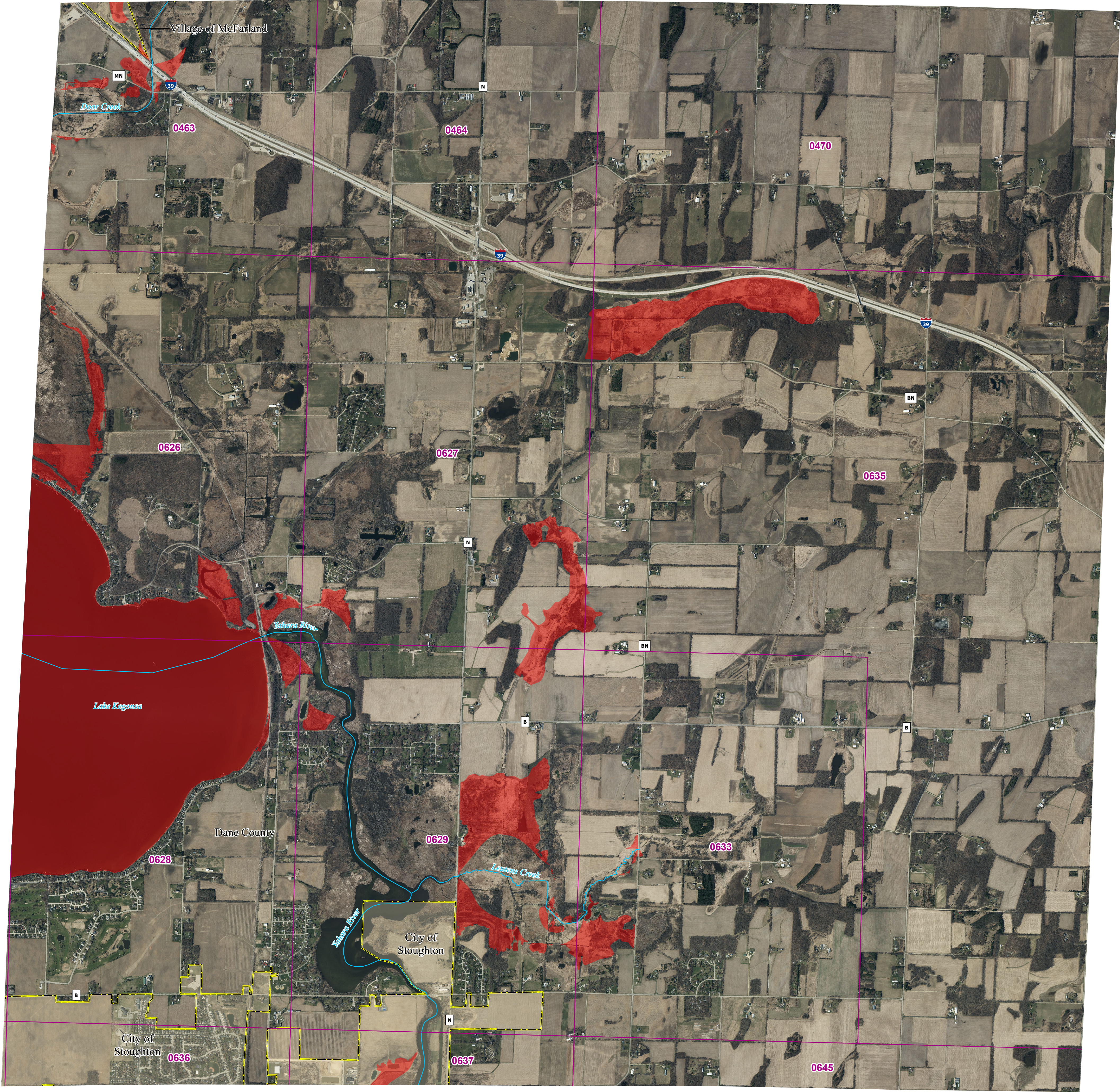
Aerial photography was acquired in the Spring of 2020 and was provided in digital format by the Wisconsin Regional Orthophotography Consortium (WROC).

Flood Storage Districts available for download at DNR's Surface Water Data Viewer: dnr.wisconsin.gov/topic/SurfaceWater/swdv (or go to dnr.wi.gov and search "SWDV")

Dane County and incorporated areas Flood Storage Districts

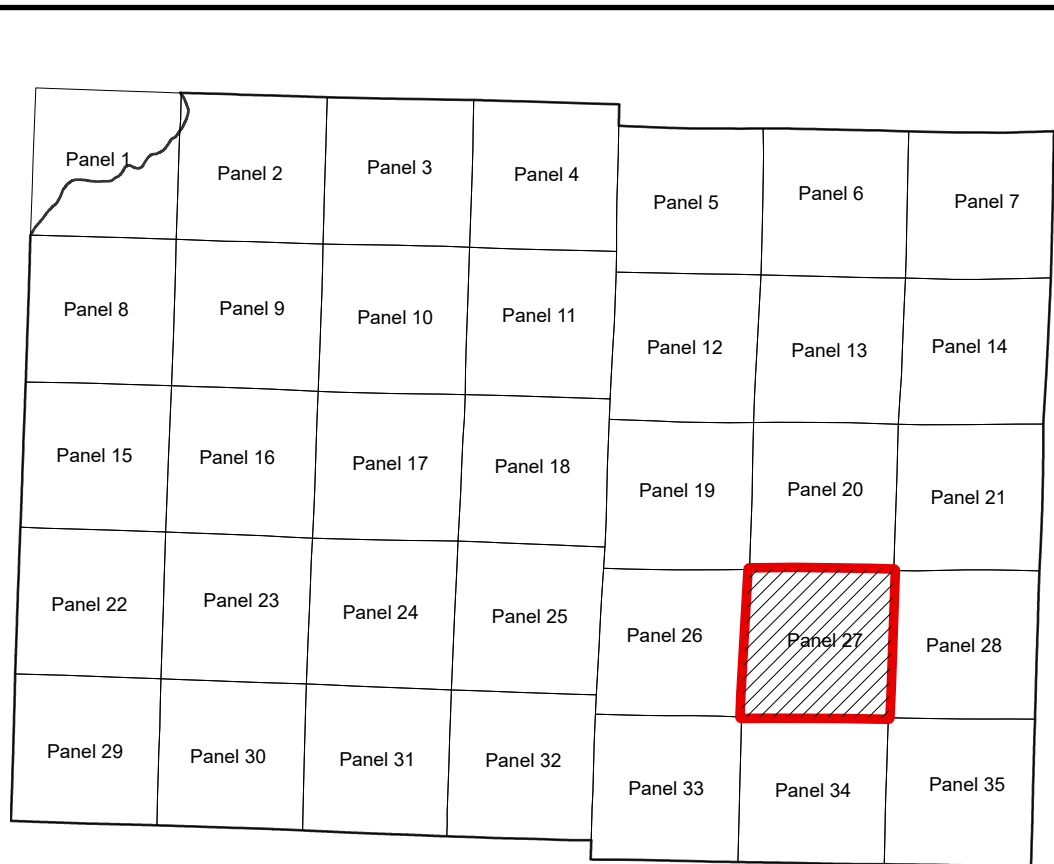
T6N R11E
Panel 27

Sources of Study: WDNR
Effective Date: April 9, 2025
Approved by: WDNR



- LEGEND**
- DFIRM Panels
 - Rivers/Streams
 - Dane Co Boundary
 - Municipalities
 - Flood Storage Districts

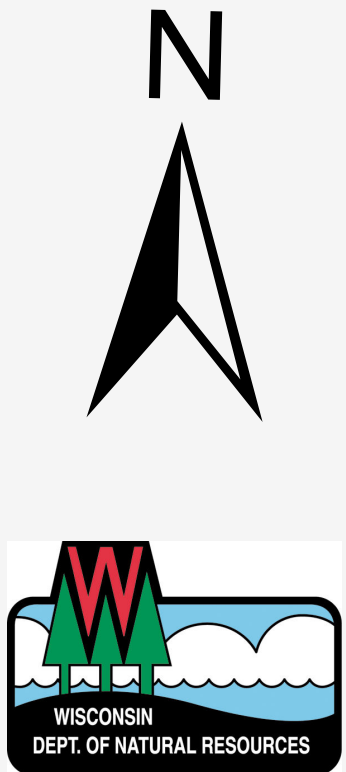
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Coordinate System: NAD 1983 HARN UTM Zone 16

Aerial photography was acquired in the Spring of 2020 and was provided in digital format by the Wisconsin Regional Orthophotography Consortium (WROC).

Flood Storage Districts available for download at DNR's Surface Water Data Viewer: dnr.wisconsin.gov/topic/SurfaceWater/swdv (or go to dnr.wi.gov and search "SWDV")



McFarland
SUMMARY SHEET

MEETING DATE: Tuesday, November 19, 2024

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action to make a recommendation to the Village Board regarding issuing a Request for Proposals to update the Village's Zoning and Subdivision Codes.

PREVIOUS ACTION:

ISSUE SUMMARY:

Within the packet is a Request for Proposals to update the Village's Subdivision and Zoning Code. The Zoning Code was originally adopted in 1967 and the last comprehensive update was completed in 2003. While there have been some piecemeal amendments since 2003, a comprehensive revision to the code is proposed to improve administration, reduce permitting procedures and timelines for smaller projects, avoid contradicting or vague regulations, employing modern zoning practices, implement recommendations from recently adopted plans (e.g. Comprehensive Plan, Sustainability Plan, East Side Plan, Redevelopment Districts 1 & 2) and general updates to the text and zoning map. Staff will review the RFP with the Plan Commission and discuss any desired revisions prior to a recommendation to the Village Board to issue the RFP.

FINANCIAL/BUDGET IMPACT:

Project funding is provided through 2024 Capital Improvement borrowing. The budget for this project is \$110,000. Staff anticipate utilizing up to \$10,000 of the project budget for in-house public communication expenses and contingencies, providing a consultant budget of \$100,000.

VILLAGE PLAN REFERENCE:

2024-2025 Strategic Plan, Goal C, Action IV. *Develop RFP, bid, hire, and complete process to recodify the Subdivision and Zoning Codes as they impact planning decision, density, zoning, diversity, and commercial uses.*

ORDINANCE REFERENCE:

Chapter 56 Subdivisions
Chapter 62 Zoning

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended motion:

Motion, second, to recommend to the Village Board issuing a Request for Proposals to update the Village's Zoning and Subdivision Codes.



ATTACHMENTS:

1. Village of McFarland Zoning and Subdivision Code Update RFP_11.19.24



Request For Proposals

Zoning and Subdivision Code Update

RFP Issuance Date: November 26, 2024

RFP Due Date: By 4:00 PM on January 17, 2025

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
Andrew.bremer@mcfarland.wi.gov

TABLE OF CONTENTS

Contents

SECTION 1	Purpose	3
SECTION 2	History and Background	3
SECTION 3	Project Objectives	9
SECTION 4	Scope of Work	11
SECTION 5	Deliverables	14
SECTION 6	RFP Submittal Requirements	14
SECTION 7	Evaluation Criteria	16
SECTION 8	Method & Timeline of Selection	17
SECTION 9	Terms and Conditions	18
SECTION 10	RFP Exhibits	19

SECTION 1 Purpose

The purpose of this Request for Proposals (RFP) is to receive competitive proposals from qualified consultants who are interested in completing a comprehensive update of the Village's Zoning Code ([Chapter 62](#) of the Municipal Code, including [Appendix B Minimum Landscaping Standards](#)) and Subdivision Code ([Chapter 56](#) of the Municipal Code).

The regulations must be aligned with the Village's Comprehensive Plan, community vision and values, strategic priorities, and contemporary best practice, including but not limited to improving housing supply and affordability, advancing social equity, environmental sustainability and resiliency, reducing carbon emissions, promoting active mobility and future public transportation, enabling of positive public health outcomes, fostering economic prosperity, and improving municipal fiscal conditions. The code must improve the form and function of the built environment and be easily understandable and enforceable. The intent of this reform isn't just to modernize the language and mechanics used in zoning, but the philosophy that underpins it as well.

There are select pieces of the code that have been modified more recently and that may persist with minor modification, however, there is broad recognition that the new codes should start from scratch. A proactive, intentional approach to development regulation is integral to our future as a thriving community that provides the top-tier services and desirable lifestyle that is socially equitable and ecologically and economically sustainable.

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, 2024 population of McFarland is estimated at 9,676 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, 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. The Village is not currently served by bus service; however, the City of Madison Matro Transit L Route travels through a portion of the Village.

Zoning Code

The Village first Zoning Code was adopted in 1967. The last comprehensive update to the Zoning Code was completed in 2003. While minor amendments to the Zoning Code have been adopted since 2003 to address specific issues, the Village desires to complete a comprehensive review and update. The Zoning Code is Euclidian in nature and contains design standards that are outdated, difficult to administer and often located in many different sections. The zoning code lacks options for diversifying the Village's mix of housing types, mixed use developments, and supporting multi-

modal and sustainable features. The Village does not have extraterritorial zoning, and this project is not anticipated to include the creation of an extraterritorial zoning ordinance. The Village currently has the following Zoning Districts:

- A-1 Agriculture Transition
- CO Conservancy
- PD Planned Development
- PD-I Planned Development Infill
- R-1 Single Family Residence
- R-1A Single Family Residence
- R-1B Single Family Residence
- R-2 Single and Two Family Residence
- R-3 General Residence
- R-MH Manufactured Home Residence
- R-E Elderly Residence
- RH-1 Rural Homes
- C-G General Commercial
- C-P Commercial Park
- C-H Highway Commercial
- C-L Limited Commercial
- C-C Central Commercial
- M-IC Manufactured Intensive Commercial

In addition, there are a few parcels within the Village that have Dane County zoning designations, as administered by the Village. The zoning designations of these parcels have remained unchanged since their annexation. Through this project the Village expects to rezone them into one of the Village's zoning districts. A copy of the [Village Zoning Map](#) is available online.

- A-1 Exclusive Agriculture
- RH-4 Rural Homes
- FP-B Farm Preservation Business
- GC General Commercial

The Village also maintains four overlay zoning districts.

- Terminal and Triangle Design Overlay (TTDO). This overlay district follows the boundaries of the Village's 2005 Terminal and Triangle District Neighborhood Plan. Redevelopment District Plan No. 1 was adopted for this same planning area in 2010. The Village is currently completing a project to [update the Redevelopment District Plan No 1](#), which includes design standards for properties located within the planning area.
- Floodplain Overlay. The Village is currently working with the Wisconsin Department of Natural Resources to complete a comprehensive update to the Village's floodplain zoning regulations. This includes repealing Article 62-III from the Zoning Code and adopting a new Chapter within the Municipal Code for floodplain management. This project is anticipated to be completed by April 1, 2025, prior to the commencement of this project and therefore the consultant is not expected to have to update the Village's floodplain ordinance.
- Shoreland-Wetland Overlay. This district includes all wetlands in the Village which are five acres or more and which are within 1,000 feet of the ordinary high-water mark of navigable lakes, ponds or flowages or within 300 feet of the ordinary high-water mark of

navigable rivers or streams, or the landward side of the floodplain, whichever distance is greater. For properties annexed after May 7, 1982, the Village is required to apply the Dane County Shoreland Zoning requirements. Similar to the revised Floodplain Ordinance, consideration should be given through this project to adopting a revised Shoreland-Wetland Overlay district as a standalone chapter of the Municipal Code. The use of any model ordinance from the Wisconsin Department of Natural Resources can be considered for this portion of the project.

- Groundwater Protection Overlay. This plan was adopted in 2017 and includes the Village's existing wells and future Well #5 location.

The Village also maintains design guidelines for properties within Tax Increment District No. 4, Tax Increment District No. 5, and the East Side Neighborhood. These design guidelines have not been formally adopted as an overlay zoning district but are used by Village Staff and the Plan Commission when considering applications for Site Design Review. TID #4 includes portions of east Farwell Street and the Downtown area. Redevelopment District Plan No. 2 was adopted for this area in 2010 and is also currently being updated, including the development of design standards for properties located within the planning area. TID #5 includes properties along west Farwell Street and USH 51. The East Side Neighborhood includes those properties within the Village's 2023 East Side Plan.

In 2011, the Village adopted Appendix B, Village of McFarland Landscaping Standards as an amendment to the Municipal Code. This project includes review, revisions, and repeal and inclusion of Appendix B into the new Zoning Code.

In 2019, the Village became approved as a Certified Local Government (CLG) by the Wisconsin Historical Society. Amendments to the Village's Historic Preservation ordinance shall be consistent with maintaining the Village's CLG status, including use of any model ordinances from the Wisconsin Historical Society.

Subdivision Code

The Subdivision Code has not been substantially updated since the 1998 recodification of the Municipal Code of Ordinances. Similar to the Zoning Code, there are many sections within the Subdivision Code that are outdated and in need of comprehensive revision, including street, block, and lot design requirements and review procedures. The Village does maintain extraterritorial plat review jurisdiction within the Towns of Dunn and Pleasant Springs. This project should include extension of extraterritorial plat review for applicable portions of the Town of Cottage Grove.

A copy of the Village's current [Zoning Code](#) (Chapter 62), [Subdivision Code](#) (Chapter 56), and [Appendix B Landscaping Standards](#) can be found on the Village's Municipal website. A copy of the [Zoning Map](#) is also available on the Community & Economic Development Department website.

Project Supporting Plans

The Village most recently updated its Comprehensive Plan in 2017. Several sections of this plan support the purpose of this project including:

- Land Use Initiatives #3, Figure 4.2 (Volume II, page 43). Infill and Redevelopment Standards in Residential and Waterfront Settings.
- Economic Development Policy #1 (Volume II, page 50). *Maintain a business-friendly environment through customer service, streamlined development approvals, fair and reasonable zoning standards, and development incentives where advancing the vision of this and other Village plans.*
- Economic Development Policy #6 (Volume II, page 50). *Consistently apply non-residential design standards from the Village's zoning ordinance and Village plans to maximize tax base growth, improve community aesthetics, and enhance McFarland as a location for higher-end non-residential development.*
- Housing and Neighborhood Initiative #3, Invest in and Maintain Existing Neighborhoods (Volume II, page 69). *The Village will review its setback and other standards in zoning districts in older sections to assure they do not unnecessarily stymie home improvements.*
- Utilities and Community Facilities Policy 8 (Volume II, page 71). *Enforce progressive storm water management practices through zoning and subdivision approvals to protect water quality, minimize runoff, and promote infiltration.*

Other relevant plans and studies include:

- 2024 Redevelopment District 1 Plan Update (in progress)
 - Chapter 4, Development Standards, Zoning (page 32).
 - *R-3. This District Plan recommends residential/mixed use developments that range from 25-40 units per acre. Residential in this zoning district permits up to 8 units per acre and conditionally approves up to 15 units per acre. This requires planned development district to achieve the vision in the plan, resulting in added costs, process and administration. Density allowances should be reconsidered.*
 - *C-G: Residential (R-2 & R-3) are conditional approved uses, and the maximum density allowed by right is 8 units per acre up to 15 units per acre through conditional use permit. This Plan presents residential densities in the range of 25-50 units per acre. Residential should be allowed by right on upper floors per densities that are appropriate to the specific areas.*
- 2024 Redevelopment District 2 Plan Update (in progress)
 - Chapter 4, Development Standards, Zoning (page 32).
 - *The current density standards in the Village's R-3 General Residence District may be too low to support sustainable and economically feasible multi-family development. Recent redevelopment projects in the*

- Downtown area have had to utilize Planned Unit Development Zoning which adds costs, process, and administration.*
- *C-G / C-C: Residential (R-2 & R-3) are conditional approved uses, and the maximum density of 15 units per acre is too restrictive for the downtown given the smaller lot sizes. Residential should be allowed by right on upper floors per densities that are appropriate to the specific areas.*
 - *C-G: The front yard setback requires 25 feet, while proposed design standards suggests having a setback between 10ft and 25ft in the transitional areas. To achieve the desired vision for the corridor, this requirement should be amended for the specific area along Farwell Street.*
 - *Action A.2 (page 50). Appendix D of this Plan provides a design standards handbook that can inform, guide and regulate development per the vision of the district. The Village's zoning map and ordinance should be amended to include a design overlay district that encompasses the entire study area, referring to the application and review process within the administrative section of the Design Standards Handbook. If/when the Village completes a full Village-wide Zoning rewrite these standards could be codified into the zoning ordinance.*
- **2023 East Side Plan:**
 - *Chapter 2, Policy 1.5 (page 26). The Village encourages developments that incorporate "missing middle" (3- to 8-unit buildings) development types supporting both rental and homeownership.*
 - *Chapter 2, Urban Design Action #2 (page 42). Update the Village Zoning Code to implement the recommendation in this Plan and the McFarland Housing Assessment, including consideration of the following:*
 - *Codifying the design guidelines, especially the Compatibility Guidelines*
 - *Conditionally allow triplex and fourplex in R-2 zoning district per the policies of this plan.*
 - *Permit accessory dwelling units (ADUs) in all residential districts.*
 - *Allow Cottage Courts either through Planned Development or conditionally in R-3.*
 - *Chapter 4, Public Streets (pages 71-73). Includes recommendations regarding street design cross sections by functional classification.*
 - *Chapter 5, Action 4 (page 87). Consider creating a new business park zoning district, including codifying site and building design guidelines in Chapter 2. The Village's existing zoning districts may not be suitable for promoting the types of land uses it desires within the new business park while minimizing the types of uses it does not want located in the business park.*
 - **2023 Economic Strategic Plan:**
 - *Strategy #2, Expand Commercial and Industrial Land Base (page 39). Identify, acquire, zone, and install infrastructure on new land for commercial and industrial users.*

- Strategy #6, Attract new Commercial, Retail, Service Businesses (page 40). *Prioritize aligning business attraction efforts with the types of businesses MadREP is focused on in Advance 2.0 including bioscience, information technology, healthcare, advanced manufacturing, and agriculture/food/beverage.*
- 2023 Housing Needs Assessment Study:
 - Regulation Strategies for Implementation (page 68-70):
 - *Encourage Accessory Dwelling Units*
 - *Enable Cottage Courts through PDs*
 - *Streamline Approval Process for Affordable Housing*
 - *Reduce Parking Requirements for Affordable Housing*
 - *Consider Other Zoning Code Amendments:*
 - *Permit the conversion of single-family home use to two-family home use by right rather than through CUP.*
 - *Remove temporary auxiliary apartment use.*
 - *Remove both elderly-occupied dwelling unit categories; move those categories to multi-family dwellings uses.*
 - *Enable existing non-conforming dwelling units to build up (vertically) by right, which is currently not allowed.*
 - *Make 2-family dwellings permitted uses in R-1A/R-1B districts. Additionally, consider consolidating these into a single zoning district.*
 - *Allow 6,000 SF single-family lot sizes in the R-2 district (currently 10,000 SF).*
 - *Create a R-1C district for carriageway single-family home lots with a minimum lot size of 4,000 SF.*
 - *Allow triplex and fourplex buildings through CUP in the R-2 district.*
 - *Reduce the side yard setback to 6' in all R-1 districts.*
 - *Reduce the front yard setback to 20 feet in all districts.*
 - *Allow 2-family and zero-lot-line units by right in the R-1 District, or at least by CUP.*
- 2021 Sustainability Plan:
 - Transportation Action (page 17). *Amend the Zoning Ordinance to require electric vehicle charging stations in new multi-family developments.*
 - Transportation Action (page 17). *Amend the parking ordinance to require bike parking for all new commercial and multifamily buildings.*
 - Transportation Action (page 17). *Amend the parking ordinance to reduce minimum off-street parking requirements and/or add parking maximums for new development to limit excess pavement.*

- Water Action (page 21). *Evaluate the Subdivision Ordinance for reductions in required pavement width for new roads in new subdivisions to reduce the amount of impervious surface.*
- Land Use & Development Action (page 23). *Amend the Zoning Ordinance to allow for more housing options, including accessory dwelling units and attached unit housing.*
- Land Use & Development Action (page 23). *Review and update Village plans and ordinances to look for opportunities to utilize land more efficiently, such as reducing setbacks and minimum lot sizes.*
- Land Use & Development Action (page 23). *Amend the Zoning Ordinance to allow beekeeping in single and two family resident districts.*

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

Village Project Staff and Committees

The Community & Economic Development Department oversees administration of the subdivision and zoning codes. The Department consists of the following four positions: Director, Associate Planner, Community Development Specialist, and Building Inspector (contracted). The Village also uses a contracted Village Engineer. The Community & Economic Development Director will serve as the Village's Project Manager and will be the primary liaison with the consultant team. Due to the highly technical nature of zoning, and knowledge of the existing code deficiencies, the Director and Associate Planner are expected to be involved in regular reviews of the consultant team's preparation of the new zoning and subdivision codes.

Most ordinance review and editing will occur at the staff level with the consultant with periodic updates to the Plan Commission, particularly regarding direction on key items of code reform. The Plan Commission holds its regular meeting on the Third Tuesday of the month at 7:00pm. Additional input from other Village committees and boards may be needed through the planning process including the Landmarks Commission (Historic Preservation Ordinance), Natural Resources & Sustainability Committee (Shoreland-Wetland), Public Works and Utilities Committee (Subdivision), 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 Project Objectives

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

1. Build-off the work completed as summarized in the prior section to update the Zoning and Subdivision Codes in a manner consistent with the Village's Comprehensive Plan, updated Redevelopment District Plans 1 and 2, Economic Strategic Plan, Housing Needs Assessment, and Sustainability Plan.

2. Strengthen opportunities to diversify the Village's housing stock, including thoughtful missing middle housing, affordable rental and homeowner units, accessory dwelling units, and mixed-use developments appropriate within the context of McFarland.
3. Strengthen opportunities to practice gentle density reforms while maintaining general compatibility with historic development patterns, including but not limited to reducing lot area, lot width, lot setbacks, street width, minimum open space, and minimum off-street parking and increasing dwelling units allowed by right and through conditional use permits.
4. Improve walkability and non-motorized transportation within zoning and subdivision regulations. While the Village currently does not have public bus service, consideration should be given to including zoning regulations to support the future viability of bus service within strategic corridors of the Village.
5. Identify opportunities to consolidate existing zoning districts and reduce the need for requests for Planned Unit Development approvals or unnecessary conditional use permit requirements. Identify any new zoning districts that may be necessary in order to implement the plans discussed in Section 2 of this RFP.
6. Reduce environmental impact and carbon emissions through land use, development, transportation, and performance standards. Site and landscaping standards that integrate low impact development, green infrastructure, and native, biodynamic landscapes.
7. Improve the manner in which the Village regulates permitted and conditional uses within residential and commercial zoning districts. Create new use tables that are user-friendly and reduce the need for Village Staff to make interpretations for uses not listed within current use tables. Consider what types of uses merit CUP vs those that could be allowed as permitted or special use permits. Develop recommended zoning uses, design and performance standards for use within the Village's proposed East Side Business Park.
8. Streamline development review processes, including allowances for administrative review and approvals for smaller site or building additions, modifications, or accessory structures.
9. Improve and consolidate site and building design review standards. There may be site and building design guidelines from subarea plans that could be generally applied throughout the Village, minimizing the need for multiple design overlay districts.
10. Improve the user friendliness of the zoning and subdivision codes. Improve and modernize definitions reducing interpretation issues and conflicting definitions. Incorporate the use of tables, graphs, figures and illustrations to explain key zoning regulations. Improve the overall organization of the codes, reducing or eliminating the

need to consult multiple sections of the zoning code to address basic use, dimension, and performance standards and exceptions. Incorporation of Appendix B, Landscaping Standards within the Zoning Code. Consider adoption of the revised Shoreland-Wetland District as a new chapter of the Municipal Code.

11. Improve and standardize public hearing and adjacent property owner notification requirements for various zoning permits to meet or exceed minimum Wisconsin State Statute requirements.
12. Update zoning and subdivision ordinances to be consistent with applicable Wisconsin State Statutes. The Village expects that the selected consultant team will make recommendations that are consistent with Wisconsin law and regulations. Village staff will consult with the Village Attorney if legal questions arise as the ordinance is rewritten, and the attorney will be involved in codifying the final product to make sure it meshes properly with other Village ordinances. However, the consultant team should not have the expectation that the Village Attorney will be actively involved as the new ordinance is drafted.
13. Develop a new official zoning map, including overlay districts, based on the work completed for adoption by the Village Board as part of the repeal and adoption of the new zoning and subdivision codes.
14. 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 and obtain input from stakeholders on desired urban planning principles, including reaching and obtaining input from typically unrepresented stakeholders and silent supporters. The consultant team should anticipate the need to provide community education regarding proposed ordinance amendments and their overall benefits to implementing housing, economic development, and sustainability goals of the Village.

SECTION 4 Scope of Work

The selected Consultant will provide a full range of municipal planning services required to create the new Zoning and Subdivision codes. The desired services include, but are not specifically limited to the following:

1. Plan Review & Background Analysis. The consultant will review the pertinent policies, strategies and actions within the Village's Comprehensive Plan, Redevelopment District Plans 1 & 2, East Side Plan, Economic Strategic Plan, and Housing Needs Assessment, in addition to the key themes within Section 2 of this RFP, to ensure that the new codes are consistent and help the Village implement its plans. The consultant should also be familiar with relevant plans adopted by regional entities such as the Capital Area Regional

Planning Commission (e.g. [Regional Development Framework](#)), [Dane County Regional Housing Strategy](#), Greater Madison Metropolitan Planning Organization (e.g. [Connect Greater Madison 2050](#)), Madison Region Economic Partnership [Elevate Madison Region Comprehensive Economic Development Strategy](#).

2. **Code & Zoning Map Diagnosis.** The consultant will work with Village staff in assessing the advantages and shortcoming of the existing codes. This assessment should include the following:
 - a. Provide an analysis of the Village's existing zoning and subdivision codes, highlighting its strengths and shortcomings based on the consultant's experience, review of national best land use practices, Village adopted plans and project objectives.
 - b. Complete an analysis of existing nonconforming lots, uses, and nonconforming primary structures using available GIS data.
 - c. Identify and categorize actual existing lot sizes, lot widths, lot depths, floor area ratios, setbacks, etc. to understand the existing built environment and inform subdivision and zoning reforms.
 - d. Evaluate conditional uses and advise as to what conditions, if any, should apply to warrant designation as a conditional use vs a permitted use.
 - e. Identify components that could provide barriers to achieving environmental sustainability, equity, mixed uses, affording housing, and housing diversity (such as separation of uses, large building setbacks, low densities, excessive parking requirements, excessive lot size, depth or width requirements, excessive street design standards, etc.)
 - f. Provide a summary report of the code and map diagnosis for use in public and Plan Commission meetings.
3. **Guidance regarding Best Practices.** The consultant will be expected to provide guidance regarding modern best practices regarding zoning and subdivision codes relevant to communities like McFarland, as allowed under Wisconsin laws and regulations. This should include the use of visualize tools to explain proposed ordinance regulations and the benefits to achieving Village land use goals for public and Plan Commission meetings.
4. **Staff Meetings.** The consultant should anticipate a sufficient number of meetings with Village staff to develop the new zoning and subdivision codes. This should start with an initial project kickoff meeting to determine the project schedule and public engagement plan.
5. **Public Outreach & Community Input.** The consultant shall develop and execute a public engagement plan to inform and gather input from stakeholders regarding this project. The plan must identify a representative group of stakeholders, including underserved communities, in addition to those who live or work within the Village, and apply the principles of environmental justice, if applicable. The plan also must include key messages

and messages tailored to each stakeholder group. Consultants are expected to work with Village Staff to inform and gather input from these stakeholders on an ongoing basis through a variety of methods including but not limited to FAQs, digestible purpose and need documents, online mapping and commenting tools, listening sessions, surveys, interviews, focus groups, open houses, virtual meetings, or other means as recommended based on the consultant's experience. Proposals shall specifically describe the public engagement tools and meetings the consultant proposes as part of their cost estimate.

6. Committee Meetings. The consultant should budget for an appropriate number of meetings with the Plan Commission to review key elements of the code development. The purpose of the meetings will be to establish objectives, discuss alternatives, provide direction and review progress. The consultant shall clearly communicate how the regulatory effects of the proposed Ordinance may differ from the effects of the current Ordinance. Background information regarding subjects addressed in the new Ordinance, which are not addressed in the current Ordinance, should be provided. The consultant project schedule should include meetings with other committees to review particular sections of the new codes relevant to the committees (e.g. Landmarks Commission Historic Preservation; Sustainability & Natural Resource Committee Shoreland-Wetland). The consultant shall attend the public hearing on the adoption of the new codes and the Village Board meeting to consider their adoption.
7. Drafting the new Zoning and Subdivision Codes and Maps. The consultant will prepare drafts of the zoning and subdivision codes for review by staff, Plan Commission and applicable committees, culminating in a final version to be acted upon by the Plan Commission and Village Board. The consultant will prepare draft and final zoning maps, including applicable overlay zoning districts. The consultant shall provide a map to illustrate properties proposed for up or down zoning as part of the adoption of the new zoning code and map. The final ordinances shall be compatible with Municode, including formatting. The final zoning map shall be parcel based and compatible with ESRI.

These are the general requirements for the creation of new zoning and subdivision codes 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 if desired.

The Village Board has budgeted \$110,000 for this project, of which \$10,000 will be utilized by the Village for in-house project related communication expenses.

SECTION 5 Deliverables

The selected Consultant shall complete a final Zoning Code, Zoning Map and Subdivision Code that contain at a minimum those items described in the final Scope of Services. Format the documents to be incorporated as chapters within the existing Village Municipal Code of Ordinances maintained by Municode. Easy to use charts, tables, checklists, graphics, images and photos within the ordinance are expected when necessary. The Consultant shall provide the Village with electronic copies of any text, charts, tables, checklists, graphics, images and photos in their original file format.

The selected Consultant shall provide the Village with an electronic copy of the final ordinance in Microsoft Word and PDF versions, including bookmarks and searchability features. The selected Consultant shall provide the final Zoning Map in a PDF format. The Consultant shall provide the Village with an editable copy of all GIS data and a GIS map package of the Zoning Map using an ESRI platform. Zoning shapefiles or geodatabases shall be at the individual parcel level. Draft deliverables may be provided in Word or PDF format.

SECTION 6 RFP Submittal Requirements

1) Qualification Details consisting of:

- a. Cover Letter – Including, but not limited to a statement of understanding and approach to this project.
- b. Experience – A summary of five to seven similar or relevant projects that the consultant has executed within the last seven years. Electronic links to full copies of similar or relevant ordinances are encouraged. Hard copies of similar or relevant ordinances are not desired and can be provided electronically or via hyperlink within the proposal.
- 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 and Plan Commission 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 provide existing zoning GIS data. Village staff will present and facilitate ordinance revisions with other committees throughout the planning process including the Landmarks Commission, Sustainability & Natural Resources Committee, and Public Works Utilities Committee as needed without the consultants presence. Village staff will be responsible for updating other portions of the Municipal Code not addressed by this project that will require updating references to the zoning and subdivision codes.
- 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 project. 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 project 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 Friday January 17, 2025.** 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.gov, subject: Proposal for Zoning & Subdivision Code Update. An email more than 25 MB won’t be accepted by the Village’s email server. Files more than 25 MB can be sent via a drop box link provided the link is sent by the submittal deadline. Alternatively, consultants may submit an electronic PDF copy via a USB flash drive to the McFarland Department of Community & Economic Development. Flash drives must be received prior to the RFP due date.

Attn: Andrew Bremer, AICP
Community & Economic Development Director
Proposal for Zoning & Subdivision Code Update
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 Experience (25 points). Experience and qualifications relevant to key personnel and their associated project roles and estimated labor hours.

- Project Experience (20 points). Level of experience completing similar projects with local government entities of similar size, structure, and complexity. Familiarity with Wisconsin zoning and subdivision state statutes.
- 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. Quality, clarity and creativity of proposed planning process and public engagement activities.
- Cost Effectiveness (20 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 (5 points). Ability to be responsive in meeting schedule required to complete the plan and deliverables. Quality and clarity of proposed planning process, project meetings and outcomes.
- Quality of Submittal (5 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; Associate Planner, Chairperson and Vice-Chairperson for the Plan Commission will conduct the evaluation of proposals submitted. This will comprise the RFP Evaluation Team. They will make a recommendation to the Plan Commission who will make the final recommendation to the Village Board for action. The following method and timeline will be utilized in order to select the desired proposal:

- **November 26th – RFP Issuance Date.**
- **December 20th – Deadline for submittal of written questions.** Questions regarding this RFP shall be emailed to the Community & Economic Development Director at andrew.bremer@mcfarland.wi.gov.
- **December 30th – Responses to written questions.** Responses to all submitted written questions will be posted to the Village website.
- **January 17th, 2025 – RFP Due Date.** Proposals shall be submitted no later than 4:00 PM on Friday January 17th.
- **January 21st through January 31st – 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 interviews as needed.

- **February 3rd through February 7th – Interviews.** At its discretion, the Evaluation Team may host interviews of perspective consultants in order to make a recommendation on a preferred consultant to the Plan Commission.
- **February 18th – Plan Commission Recommendation.** The Plan Commission will consider the recommendation of the Evaluation Team in order to make their own recommendation to the Village Board.
- **February 25th – Village Board.** The Board will take final action to consider acceptance of the recommended proposal and enter into a contract for this purpose.
- **By April 2025 – Final Contract & Project Commencement.** The Village Attorney will draft the final contract for signatures utilizing the approved proposal and the Village’s Standard Contract.
- **April to December 2026 – Estimated Project Completion.** Village Board approval of an ordinance to repeal and replace the Zoning Code and Subdivision Code. The date of final ordinance adoption is flexible, the Village is estimating a 12 to 20-month planning period.

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: Sample Standard Contract Template

VILLAGE OF MCFARLAND CONTRACT

Expiration Date: _____

Maximum Cost: _____

Registered Agent: _____

Street Address of
Registered Agent: _____

City, State, Zip: _____

THIS CONTRACT, made and entered into, by and between the Village of McFarland (hereinafter referred to as "VILLAGE") and _____ (hereinafter referred to as "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 business 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. VILLAGE may, in its sole discretion, extend the completion date of PROVIDER's services, under the same terms and conditions. PROVIDER shall complete its obligations under this Contract not later than the EXPIRATION DATE, and by the date set by the VILLAGE and agreed to by PROVIDER if this Contract is extended.
- II. SERVICES.
 - A. PROVIDER agrees to provide the services detailed in the attached Schedule A, which is fully incorporated herein by reference.
 - 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.

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 to 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. 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 applicable State, Federal or local law, or failure by PROVIDER to comply with applicable State 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 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. Failure by VILLAGE to make payment to PROVIDER as required under the terms of this Contract, after PROVIDER has provided written notice to VILLAGE of non-payment and the failure continues unremedied for twenty-one (21) days.

E. 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, and/or 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 for the contracted services, unless otherwise agreed to by the parties by written agreement.

VI. REPORTS. PROVIDER agrees to make reports on the status of its services upon reasonable request by VILLAGE.

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 business 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.

Professional Liability.

PROVIDER agrees to maintain Professional Liability insurance at a limit of not less than \$1,000,000 per occurrence. The policy shall list 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.

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 Workers' 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. PUBLIC RECORDS. The PROVIDER acknowledges and understands that the VILLAGE is a governmental entity. As such, all communications and other documents prepared or received by the PROVIDER in connection with the services provided by PROVIDER under this Contract may

be governed by the Wisconsin Public Records Law and that, in the event of a request for such documents, the VILLAGE may be legally obligated to produce them. The PROVIDER agrees that it will provide all such documents to the VILLAGE if determined by VILLAGE to be necessary to comply with a proper Public Records Law request by either (1) retaining all such documents for a period of not less than seven (7) years after completion of the Work and providing copies to the VILLAGE promptly upon request in exchange for the reasonable cost of copying or (2) providing a copy of each such document to the VILLAGE upon the expiration of the Contract. In the event the PROVIDER fails to make such documents available to the VILLAGE as provided herein, the PROVIDER shall indemnify the VILLAGE for any penalties, costs, expenses (including reasonable attorney fees) incurred due to its inability to comply with the Public Records Law with respect to such documents. The obligations under this paragraph to produce and retain records, including the provisions for indemnity, shall survive the expiration or termination of this Contract.

XII. MISCELLANEOUS.

- A. PROVIDER is registered to do business in the State of Wisconsin; the persons executing this Contract on its behalf are authorized to do so, and 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 represent(s) 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.
- G. Neither Party shall be liable to the other Party for failure or delay in performance of this Contract due to acts of God, acts of governmental authorities other than the VILLAGE, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either Party or as otherwise defined by law ("Force Majeure Event"), provided the delayed Party shall make reasonable efforts to avoid

or mitigate such delay and shall promptly notify the other Party in writing of the cause of the delay and its extent.

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: _____

FOR VILLAGE:

Date Signed: _____
Carolyn Clow, Village President

Date Signed: _____
Cassandra Suettinger, Deputy Administrator/Clerk

Approved as to form:

Daniel J. Evans
Attorney for the Village

VILLAGE OF MCFARLAND CONTRACT

Schedule A – Scope of Services

Pursuant to Section II(A) of this Contract, the PROVIDER shall provide _____

In accomplishing the scope of services and providing the deliverables as outlined above, the PROVIDER will provide the services in a timely and professional manner.

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

VILLAGE OF MCFARLAND CONTRACT

Schedule B – Payment for Services

For and in consideration of the services provided under this Contract, the VILLAGE will pay PROVIDER as follows:

VILLAGE OF MCFARLAND CONTRACT

Schedule C – Project Schedule

Please note the following project schedule:

Task

Time Frame

The term of the Contract shall be in effect within the dates stated unless otherwise provided according to the terms of this contract. The Project Schedule may be amended at any time by mutual agreement between the VILLAGE and PROVIDER.