VILLAGE OF MCFARLAND **Village Board** *NOTICE OF PUBLIC MEETING*

Tuesday, May 27, 2025 **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/88221462299
Or by Telephone: +1 (312) 626-6799
Webinar ID: 882 2146 2299
Press *9 to raise/lower hand. Press *6 to mute/unmute.

1. CALL TO ORDER.

2. ROLL CALL.

3. PUBLIC ANNOUNCEMENTS, COMMUNICATIONS, AND PROCLAMATIONS.
   a. Wisconsin Community Media Awards

   b. Pride Flag Raising - Scheduled for June 4, 2025 at 5:00 pm.

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

      1) Motion to approve the minutes of the May 13, 2025 meeting.

      2) Motion to approve checks in the amount of $153,267.30

      3) Motion to approve a Temporary Class "B" Beer licensed for the Edwards-Foye American Legion Post 534 for the Take a Vet Fishing event to be held on June 14, 2025 with the conditions provided by staff.

      4) Motion to approve a Community Grant Application from the McFarland Community Festival as recommended by the Finance Committee.

      5) Motion to approve a Community Grant Application from the McFarland Equity Project as recommended by the Finance Committee.

      6) Motion to approve the assignment, assumption, and modification of lease and consent with the Madison Curling Club.

      7) Motion to approve request to raise the Pride Flag at the Municipal Center as a commemorative flag.

8) Motion to approve an agreement for professional services with Short Elliot Hendrickson, Inc. (SEH) for design, bidding, and construction administration of the Siggelkow Road roundabout improvements.

5. PUBLIC APPEARANCES.

a. This is an opportunity for members of the public to address the Village Board 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 Board 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 Board 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 Board for their consideration. Please adhere to the 3-minute time limit. Additionally, you may send your public comments to village.clerk@mcfarland.wi.us to be included as part of the meeting.

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.

6. BUSINESS.

a. Discussion and action regarding the plan for borrowing in order to fund the 2025 Capital Improvement Plan as presented by Carol Wirth of Wisconsin Public Finance Professionals.

b. Discussion and action regarding Resolution #2025-12: a resolution authorizing the issuance sale of up to $1,449,436 Water System Revenue Bonds, Series 2025B and providing for other details and covenants with respect thereto.

c. Public Works & Utilities Committee (President Brassington & Trustee Prill)

1) Discussion and action regarding the draft Babcock Channel and Stormwater Lagoon Restoration Plan.

d. Discussion and introduction of the proposed draft Chapter 3 Public Notification Policy.

7. CLOSED SESSION.

a. Discussion and action to convene into Closed Session in accordance with Wis. Stats. 19.85(1)(e) to deliberate or negotiate the investment of public funds or other specified public business whenever competitive or bargaining reasons require a closed session, specifically related to Resolution 2025-10, a resolution ratifying and approving a purchase agreement for the property located at 5410 & 5412 Bashford Street, McFarland, WI.

8. RECONVENE INTO OPEN SESSION.

9. ACTION ON ITEMS DISCUSSED IN CLOSED SESSION.

a. Discussion and action on Resolution 2025-10, a resolution ratifying and approving a purchase agreement for the property located at 5410 & 5412 Bashford Street, McFarland, WI.

10. SCHEDULE NEXT MEETING DATE.

a. Thursday, May 29, 2025 at 5:30 pm - Special Meeting

b. Wednesday, June 4, 2025 at 6:30 pm - Special Meeting

c. Tuesday, June 10, 2025 at 7:00 pm - Regular Meeting

d. Wednesday, June 18, 2025 at 5:30 pm - Special Meeting

e. Tuesday, June 24, 2025 at 7:00 pm - Regular Meeting

11. 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.

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, May 27, 2025**

SECTION: **Public Announcements & Communications**

DEPARTMENT: **Administration**

CONTACT: **Ben Becs**

AGENDA ITEM: **Wisconsin Community Media Awards**

PREVIOUS ACTION:

ISSUE SUMMARY:
The work of the Village's Communication staff was recently recognized by Wisconsin Community Media. Projects and awards included were:

Public Service Announcement - Ben Becs, Sgt. Anthony Craft, K9 Rudy – "Meet Rudy" – Achievement Award
Documentary/Feature - Ben Becs – "McFarland Historical Museum Tour" – Achievement Award
Public Service Announcements - Ben Becs, Sgt. Anthony Craft, K9 Rudy – "Dog Safety with the McFarland PD" – Merit Award
Local events - Ben Becs, Eleanor Kay – "McFarland Community Festival 2024 Recap" – Merit Award
Local events - Ben Becs, Eleanor Kay – "McFarland Inclusive Park Grand Opening" – Merit Award
Station ID, Promo, Paid Sponsorship Spot - Ben Becs – "Winter Wonderland Promo 4" – Merit Award

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:
None

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, May 27, 2025**

SECTION: **Consent Agenda**

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

VILLAGE OF MCFARLAND

Village Board Minutes

Tuesday, May 13, 2025 - 7:00 PM

1. CALL TO ORDER.

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

2. ROLL CALL.

Village Board members present: Village President Stephanie Brassington, Village Trustee Kathy Annen, Village Trustee Ken Boyd, Village Trustee Luke Fessler, Village Trustee Alisa Leamy, Village Trustee Miguel Peña, Village Trustee Lowell J. Prill

Village Board members not present: None.

Staff Present: Village Administrator Matt Schuenke, Deputy Administrator/Clerk Cassandra Suettinger, Interim Police Chief Brian Redman, Community and Economic Development Director Andrew Bremer, Public Works Director Lee Igl, and Outreach Director Katie Gletty-Syoen.

3. PUBLIC ANNOUNCEMENTS, COMMUNICATIONS, AND PROCLAMATIONS.

a. *Mental Health Awareness Month Proclamation*
DEI Strategist Krystal Johnson read the Mental Health Awareness Month Proclamation into the record.

b. *May 17, 2025 - World Day of Cultural Dialogue*
DEI Strategist Krystal Johnson highlighted the upcoming May 17th World Day of Cultural Dialogue.

c. *Public Works Week Proclamation - May 18-24, 2025*
Public Works Director Lee Igl read the Public Works Proclamation into the record.

d. *2024 McFarland Police Department Annual Awards*
Interim Police Chief Brian Redman provided an overview of the 2024 McFarland Police Department Annual Awards.

e. *Older Americans Month Proclamation*
Outreach Director Katie Gletty-Syoen read the Older Americans proclamation into the record.

4. CONSENT AGENDA.

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

1) *Motion to approve the minutes of the April 22, 2025 meeting.*

2) *Motion to approve checks in the amount of $634,969.92*

3) *Motion to approve an Event Permit Application from McFarland Family Festival for the*

Community Festival to take place on September 26-28, 2025 with the conditions provided by Village Staff.

4) *Motion to approve an Event Permit Application from the McFarland High School for the Homecoming Parade to take place on October 8, 2025 with the conditions provided by Village Staff.*

5) *Motion to approve Chapter 2 as the Flag Raising Policy as recommended by the Diversity, Equity, and Inclusion Committee.*

6) *Motion to reject award of contract for the 2025 Street & Utility Improvements project for storm sewer repairs as recommended by the Public Works and Utilities Committee.*

Trustee Ken Boyd requested item 5 be removed from the consent agenda.

Motion by Village President Stephanie Brassington, second by Village Trustee Luke Fessler, to approve consent agenda items 1, 2, 4, 6. Motion carries 7 - 0 - 0 by acclamation, item 5 passes 6 - 0 - 1 by acclamation with Brassington abstaining.

5. PUBLIC APPEARANCES.

a. *This is an opportunity for members of the public to address the Village Board 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 Board 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 Board 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 Board for their consideration. Please adhere to the 3-minute time limit. Additionally, you may send your public comments to village.clerk@mcfarland.wi.us to be included as part of the meeting.*

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.

Mike Moderski, 5305 Leanne Lane, spoke in favor of the Village working with the district to bring the Community Park project forward.
Scott Fischer, 5411 Farwell St, spoke favor of the Village moving forward with the Community Park.
Paul Ackley, 5550 N Peninsula Way, spoke in favor of the Village continuing with the School District to bring forward the Community Park.

6. BUSINESS.

Discussion and action on Chapter 2 as the Flag Raising Policy as recommended by the Diversity, Equity, and Inclusion Committee.

Trustee Ken Boyd spoke to requesting the duration for commemorative flags be the same. Trustee Boyd recommended a 7-day time period for flying any commemorative flags on our flag pole.

Section 2.05 d(1) Add a second sentence the duration for each display shall be XX days with start and end dates determined on a case-by-case basis based on the request.

Motion by Village President Stephanie Brassington, second by Village Trustee Miguel Peña, to Chapter 2 as the Flag Raising Policy as recommended by the Diversity, Equity, and Inclusion and Committee. Motion carries 7 - 0 - 0 by acclamation.

a. *Update and discussion regarding a proposed Cooperative Boundary Plan between the Town of Dunn and Village of McFarland.*
   Community Development Director Andrew Bremer and Village Administrator Schuenke presented an overview of the proposed Cooperative Boundary Plan between the Town of Dunn and Village of McFarland.

   The Village Board discussed the agreement and directed staff to reach out to the Town of Dunn to request the length of the agreement be reduced as well as consideration into removing the 12 year prohibition to develop south of US Highway 51.

   Jackie Hammon, 6060 Perrot Place, spoke in favor of the Board scrapping the current Boundary agreement and starting over, or spoke in support of a referendum going to the ballot.
   Patrick Miles, 5410 North Pass, spoke in favor of careful planning and having a boundary agreement with the Town of Dunn.

b. *Parks and Recreation Committee (Trustees Fessler & Leamy)*

1) *Discussion and action regarding the final design for the Community Park Phase 2 improvements and authorize the project for bid.*
   Trustee Fessler provided a follow up report on the discussion from Parks & Recreation and the recommendation for approval.

   Motion by Trustee Luke Fessler, second by Trustee Alisa Leamy, to approve the final design for the Community Park Phase 2 improvements and authorize the project for bid with the inclusion of the sun shade structures and overflow parking area as alternate bid items. Motion carries 7 - 0- 0 by acclamation.

2) *Discussion and action on Resolution #2025-07: a resolution to adopt the 2025-2029 Comprehensive Outdoor Recreation Plan.*
   Trustee Fessler provided an update on the discussion at parks and recreation.

   Motion by Village Trustee Luke Fessler, second by Village Trustee Alisa Leamy, to approve Resolution #2025-07: a resolution to adopt the 2025-2029 Comprehensive Outdoor Recreation Plan. Motion carries 7 - 0 - 0 by acclamation.

c. *Public Works & Utilities Committee (President Brassington & Trustee Prill)*

1) *Discussion and action regarding design and bidding services for Well #5.*
   Village Administrator Schuenke provided an overview of the proposal to design and bid services for Well #5.

   Motion by Village President Stephanie Brassington, second by Village Trustee Lowell

J. Prill, to approve design and bidding services for Well #5. Motion carries 7 - 0 - 0 by acclamation.

7. SCHEDULE NEXT MEETING DATE.

a. *Tuesday, May 27, 2025 at 7:00 pm - Regular Meeting*

b. *Thursday, May 29, 2025 at 5:30 pm - Special Meeting*

c. *Wednesday, June 4, 2025 at 6:30 pm - Special Meeting*

d. *Tuesday, June 10, 2025 at 7:00 pm - Regular Meeting*

8. ADJOURNMENT.

Motion by Village Trustee Miguel Peña, second by Village Trustee Kathy Annen, to adjourn at 10:43 p.m.

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

Respectfully submitted,
Cassandra Suettinger
Deputy Administrator/Clerk

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
4	MIDDLETON FORD	163819	2019 AMBULANCE - TUR	1	04/24/2025	153.00	.00	153.00	05/22/2025
Total 4:						153.00	.00	153.00	
30	ALLIANT ENERGY/WP&L	051125	3234 CTY RD AB	1	05/11/2025	73.82	.00	73.82	05/16/2025
		051125	DOG PARK 6300 ELVEHJ	2	05/11/2025	384.66	.00	384.66	05/16/2025
		051125	FLOOD LIGHT 2860 HIDD	3	05/11/2025	36.95	.00	36.95	05/16/2025
		051125	SOCCER BLDG 4820 MA	4	05/11/2025	55.67	.00	55.67	05/16/2025
		051125	4806 MCDANIEL LN	5	05/11/2025	126.28	.00	126.28	05/16/2025
		051125	WELL 4 ELECTRIC	6	05/11/2025	1,876.09	.00	1,876.09	05/16/2025
		051125	MUNICIPAL CENTER 591	7	05/11/2025	2,180.99	.00	2,180.99	05/16/2025
		051125	LIBRARY 5920	8	05/11/2025	2,385.23	.00	2,385.23	05/16/2025
		051125	5307 HOUGH ST	9	05/11/2025	17.85	.00	17.85	05/16/2025
		051125	5802 MAIN ST	10	05/11/2025	266.41	.00	266.41	05/16/2025
		051125	PSC 6001 BROADHEAD	11	05/11/2025	1,850.71	.00	1,850.71	05/16/2025
		051125	CEDAR GLADE BATHRO	12	05/11/2025	29.40	.00	29.40	05/16/2025
		051125	5115 TERMINAL DPW	13	05/11/2025	239.11	.00	239.11	05/16/2025
		051125	LIFT#2 6407 PHEASANT	14	05/11/2025	169.56	.00	169.56	05/16/2025
		7219750854-	PSC 6001 BROADHEAD	1	05/08/2025	7,472.04	.00	7,472.04	05/22/2025
Total 30:						17,164.77	.00	17,164.77	
68	BADGER WELDING SUPP	3883082	BADGER WELDING - OXY	1	05/13/2025	47.66	.00	47.66	05/22/2025
		3883714	OXYGEN	1	05/20/2025	47.66	.00	47.66	05/22/2025
Total 68:						95.32	.00	95.32	
319	EH WACHS COMPANY	INV235238	VALVE TURNER REPAIR	1	05/15/2025	128.71	.00	128.71	05/22/2025
Total 319:						128.71	.00	128.71	
395	GENERAL COMMUNICATI	344126	GEN COMM HEAD CABL	1	04/14/2025	478.60	.00	478.60	05/22/2025
		345182	AMBULANCES RADIO CA	1	05/15/2025	548.00	.00	548.00	05/22/2025
		9907	GENCOMM HEAD CABLE	1	04/14/2025	478.60-	.00	478.60-	05/22/2025
Total 395:						548.00	.00	548.00	
476	JEFFERSON FIRE & SAF	IN326139	RECOUPLE FIRE HOSE E	1	04/22/2025	103.50	.00	103.50	05/22/2025
		IN326266	SCBA REPAIR	1	04/24/2025	745.00	.00	745.00	05/22/2025
Total 476:						848.50	.00	848.50	
634	MENARDS - MONONA	82575	PARKS FACILITY MAINTE	1	05/02/2025	8.32	.00	8.32	05/22/2025
		82849	PARKS FACILITY MAINTE	1	05/07/2025	19.99	.00	19.99	05/22/2025
		82901	PARKS FACILITY MAINTE	1	05/08/2025	22.85	.00	22.85	05/22/2025
		82907	YOUTH CENTER FAC. MA	1	05/08/2025	44.21	.00	44.21	05/22/2025
		83309	PARKS SUPPLIES	1	05/20/2025	99.72	.00	99.72	05/22/2025
		83355	VEHICLE MAINTENANCE	1	05/16/2025	10.95	.00	10.95	05/22/2025
		83355	VEHICLE MAINTENANCE	2	05/16/2025	2.99	.00	2.99	05/22/2025
		83355	VEHICLE MAINTENANCE	3	05/16/2025	2.99	.00	2.99	05/22/2025
		83355	VEHICLE MAINTENANCE	4	05/16/2025	2.99	.00	2.99	05/22/2025
Total 634:						215.01	.00	215.01	

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
640	MGE	6300112994-	STREET LIGHT	1	05/07/2025	693.34	.00	693.34	05/16/2025
Total 640:						693.34	.00	693.34	
756	POMP'S TIRE SERVICE I	80333738	TRUCK 13 VEHICLE MAIN	1	05/15/2025	33.86	.00	33.86	05/22/2025
		80333738	TRUCK 13 VEHICLE MAIN	2	05/15/2025	33.86	.00	33.86	05/22/2025
		80333738	TRUCK 13 VEHICLE MAIN	3	05/15/2025	33.86	.00	33.86	05/22/2025
		80333738	TRUCK 13 VEHICLE MAIN	4	05/15/2025	124.14	.00	124.14	05/22/2025
Total 756:						225.72	.00	225.72	
764	PREMIER PAINT & WALLP	47G6W	LIBRARY PAINT SUPPLIE	1	05/19/2025	63.99	.00	63.99	05/22/2025
Total 764:						63.99	.00	63.99	
765	LEGAL SHIELD	108629-0515	LEGAL SHIELD	1	05/14/2025	131.60	.00	131.60	05/22/2025
Total 765:						131.60	.00	131.60	
800	RELIANT FIRE APPARAT	INV-WI-2113	TRUCK 8 AERIAL MASTE	1	05/19/2025	60.48	.00	60.48	05/22/2025
		INV-WI-2125	TK8 - ANNUAL TEST & RE	1	05/20/2025	3,605.43	.00	3,605.43	05/22/2025
Total 800:						3,665.91	.00	3,665.91	
802	RENNERT'S FIRE EQUIP	4088	POWER INLET COVER	1	04/30/2025	112.08	.00	112.08	05/22/2025
		4227	PUMP TESTING E2	1	05/22/2025	1,368.03	.00	1,368.03	05/22/2025
		4228	PUMP TESTING - T6	1	05/22/2025	828.62	.00	828.62	05/22/2025
		4229	TENDER 6 ANNUAL SERV	1	05/22/2025	421.32	.00	421.32	05/22/2025
Total 802:						2,730.05	.00	2,730.05	
836	SCHILLING SUPPLY COM	1005262-00	OPERATING SUPPLIES	1	05/06/2025	261.21	.00	261.21	05/22/2025
Total 836:						261.21	.00	261.21	
844	SCHWAAB INC	4768566	JUDGE SIGNATURE STA	1	04/18/2025	42.00	.00	42.00	05/22/2025
Total 844:						42.00	.00	42.00	
879	SOUTH CENTRAL LIBRA	25-411	PC PURCHASES	1	04/30/2025	980.00	.00	980.00	05/22/2025
Total 879:						980.00	.00	980.00	
906	STOUGHTON HOSPITAL	050625	CAREER HIRING - PREE	1	05/06/2025	143.00	.00	143.00	05/22/2025
Total 906:						143.00	.00	143.00	
992	US CELLULAR	0726805353	LIBRARY CELL PHONE	1	04/28/2025	49.17	.00	49.17	05/16/2025
Total 992:						49.17	.00	49.17	
1041	WERNER ELECTRIC SUP	S7734823.00	MC LIGHT PARTS	1	05/13/2025	86.80	.00	86.80	05/22/2025
Total 1041:						86.80	.00	86.80	
1245	PROFESSIONAL PEST C	854275	PW PEST CONTROL	1	05/08/2025	6.15	.00	6.15	05/22/2025
		854275	PW PEST CONTROL	2	05/08/2025	6.15	.00	6.15	05/22/2025

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		854275	PW PEST CONTROL	3	05/08/2025	6.15	.00	6.15	05/22/2025
		854275	PW PEST CONTROL	4	05/08/2025	22.55	.00	22.55	05/22/2025
Total 1245:						41.00	.00	41.00	
1256	BOUND TREE MEDICAL L	85757497	EMS - SUPPLIES	1	05/02/2025	295.86	.00	295.86	05/22/2025
		85761404	EMS - SUPPLIES	1	05/06/2025	161.79	.00	161.79	05/22/2025
		85761405	LIBRARY FIRST AID SUP	1	05/06/2025	41.75	.00	41.75	05/22/2025
		85763291	LIBRARY FIRST AID KITS	1	05/07/2025	20.81	.00	20.81	05/22/2025
Total 1256:						520.21	.00	520.21	
1264	BARNES INC	196261	BIN MAINTENANCE	1	04/30/2025	15,649.34	.00	15,649.34	05/22/2025
		196261	BIN MAINTENANCE	2	04/30/2025	15,649.33	.00	15,649.33	05/22/2025
		196261	BRUSH CURBSIDE ZONE	3	04/30/2025	4,389.00	.00	4,389.00	05/22/2025
		196261	BRUSH CURBSIDE ZONE	4	04/30/2025	4,389.00	.00	4,389.00	05/22/2025
		196261	YARDWASTE CURBSIDE	5	04/30/2025	219.45	.00	219.45	05/22/2025
		196261	YARDWASTE CURBSIDE	6	04/30/2025	219.45	.00	219.45	05/22/2025
Total 1264:						40,515.57	.00	40,515.57	
1288	REDMAN, BRIAN	BR050525	AWARDS REIMBURSEME	1	05/05/2025	1,232.88	.00	1,232.88	05/22/2025
Total 1288:						1,232.88	.00	1,232.88	
1457	CASCADE ENGINEERING	251010261	TRASH & RECYCLING LI	1	05/08/2025	7,805.00	.00	7,805.00	05/22/2025
Total 1457:						7,805.00	.00	7,805.00	
1709	VON BRIESEN & ROPER	493662	PERSONNEL ISSUES	1	05/19/2025	547.50	.00	547.50	05/22/2025
Total 1709:						547.50	.00	547.50	
1733	MOTOROLA SOLUTIONS	8282126287	BODY CAMERA MOUNT	1	05/03/2025	138.00	.00	138.00	05/22/2025
Total 1733:						138.00	.00	138.00	
1948	MCFARLAND KWIK TRIP	022823	RESTITUTION - CHAUSS	1	02/28/2023	32.00	.00	32.00	Multiple
		033123	RESTITUTION - CHAUSS	1	03/31/2023	30.02	.00	30.02	Multiple
Total 1948:						62.02	.00	62.02	
1989	CORPORATE BUSINESS	39169490	ADMIN COPIERS - SOS	1	05/07/2025	47.50	.00	47.50	05/16/2025
		39169490	ADMIN COPIERS	2	05/07/2025	142.50	.00	142.50	05/16/2025
Total 1989:						190.00	.00	190.00	
2058	MICROMARKETING LLC	981195	AUDIO BOOKS	1	05/13/2025	95.98	.00	95.98	05/22/2025
Total 2058:						95.98	.00	95.98	
2066	PELLITTERI WASTE SYS	5871744	ELECTRONICS RECYCLI	1	04/30/2025	4,508.50	.00	4,508.50	05/16/2025
Total 2066:						4,508.50	.00	4,508.50	
2070	KKS PROPERTY	050925-5220	COMMON AREA MAINT. F	1	05/09/2025	3,328.82	.00	3,328.82	05/22/2025
		050925-YOU	2024 CAM FEE TRUE UP	1	05/09/2025	2,047.89	.00	2,047.89	05/22/2025

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 2070:						5,376.71	.00	5,376.71	
2082	NASSCO INC	6554322	MUNICIPAL CENTER FAC	1	05/09/2025	46.31	.00	46.31	05/22/2025
		6554322	PW FACILITY MAINTENA	2	05/09/2025	46.31	.00	46.31	05/22/2025
Total 2082:						92.62	.00	92.62	
2089	MIDWEST METER INC	0177973-IN	METER FOR LEWIS PARK	1	05/16/2025	544.69	.00	544.69	05/22/2025
Total 2089:						544.69	.00	544.69	
16247	CITY TREASURER	2381913	STORM WATER CHARGE	1	05/06/2025	34.96	.00	34.96	05/22/2025
Total 16247:						34.96	.00	34.96	
16257	CORPORATE BUSINESS	380244	LIBRARY COPIER	1	05/13/2025	67.58	.00	67.58	05/16/2025
		380639	COPIER USAGE	1	05/20/2025	32.69	.00	32.69	05/22/2025
Total 16257:						100.27	.00	100.27	
16296	DANE CO DEPT OF HUM	MAY 2025	MEALSITE DONATION - C	1	05/01/2025	320.00	.00	320.00	05/22/2025
		MAY 2025	MEALSITE DONATION - M	2	05/01/2025	2,070.00	.00	2,070.00	05/22/2025
Total 16296:						2,390.00	.00	2,390.00	
16322	STRYKER SALES LLC	9209164062	PROCARE - LUCAS DEVI	1	05/01/2025	2,922.30	.00	2,922.30	05/22/2025
Total 16322:						2,922.30	.00	2,922.30	
16346	WOLF PAVING & EXCAVA	50638	STREET PATCH	1	05/13/2025	1,192.50	.00	1,192.50	05/22/2025
Total 16346:						1,192.50	.00	1,192.50	
16489	ZIETSMA, JOEL	JZ050225	ZIETSMA REIMBURSEME	1	05/02/2025	36.72	.00	36.72	05/22/2025
Total 16489:						36.72	.00	36.72	
16640	TOP PACK DEFENSE LLC	16188	UNIFORM ALLOWANCE J	1	05/15/2025	23.39	.00	23.39	05/22/2025
Total 16640:						23.39	.00	23.39	
16747	WISCONSIN PRINTING	24456	NEWSLETTER PRINTING	1	05/21/2025	1,431.76	.00	1,431.76	05/22/2025
Total 16747:						1,431.76	.00	1,431.76	
16777	AT&T MOBILITY II LLC	2873326607	CRADLE POINT MODEMS	1	05/12/2025	2,140.50	.00	2,140.50	05/22/2025
		2873326607	FIRSTNET MAY	2	05/12/2025	650.35	.00	650.35	05/22/2025
Total 16777:						2,790.85	.00	2,790.85	
16782	MADISON EMERGENCY	INV1739	MEDICAL DIRECTION MA	1	05/09/2025	1,442.00	.00	1,442.00	05/22/2025
Total 16782:						1,442.00	.00	1,442.00	
17084	AMAZON CAPITAL SERVI	14M7-VCJ6-	LAMINATOR FOR OFFICE	1	05/12/2025	29.47	.00	29.47	05/22/2025
		14M7-VCJ6-	LAMINATOR FOR OFFICE	2	05/12/2025	29.47	.00	29.47	05/22/2025

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		14M7-VCJ6-	LAMINATOR FOR OFFICE	3	05/12/2025	29.47	.00	29.47	05/22/2025
		14M7-VCJ6-	LAMINATOR FOR OFFICE	4	05/12/2025	29.47	.00	29.47	05/22/2025
		14M7-VCJ6-	LAMINATOR FOR OFFICE	5	05/12/2025	29.46	.00	29.46	05/22/2025
		16L1-6HNW-	DVDS & CDS	1	05/13/2025	19.95	.00	19.95	05/22/2025
		16MW-Q4NY	DVDS & CDS	1	05/13/2025	21.52	.00	21.52	05/22/2025
		16MW-Q4NY	YOUTH CENTER FACILIT	1	05/13/2025	191.84	.00	191.84	05/22/2025
		16TF-TR41-6	DVDS & CDS	1	05/13/2025	24.95	.00	24.95	05/22/2025
		17LD-MCLG-	PROGRAM SUPPLIES	1	05/17/2025	119.98	.00	119.98	05/22/2025
		17LD-MCLG-	BOOK	2	05/17/2025	7.00	.00	7.00	05/22/2025
		17PP-1RPY-	FRIDGE WATER FILTER/U	1	05/19/2025	83.49	.00	83.49	05/22/2025
		19XL-73PL-C	OPERATING SUPPLIES	1	05/12/2025	27.84	.00	27.84	05/22/2025
		1DWQ-MMD	PROGRAM SUPPLIES	1	05/13/2025	85.79-	.00	85.79-	05/22/2025
		1HCH-16RW	PW SHOP SUPPLIES	1	05/12/2025	41.96	.00	41.96	05/22/2025
		1HCH-16RW	PW SHOP SUPPLIES	2	05/12/2025	11.44	.00	11.44	05/22/2025
		1HCH-16RW	PW SHOP SUPPLIES	3	05/12/2025	11.44	.00	11.44	05/22/2025
		1HCH-16RW	PW SHOP SUPPLIES	4	05/12/2025	11.44	.00	11.44	05/22/2025
		1JTY-V1NJ-9	OPERATING SUPPLIES	1	05/12/2025	46.73	.00	46.73	05/22/2025
		1KV3-7RG4-	PROGRAMMING	1	05/14/2025	303.28	.00	303.28	05/22/2025
		1MXL-KY4D-	WATER MAIN REPAIR SU	1	05/12/2025	31.98	.00	31.98	05/22/2025
		1N9L-QRN1-	OPERATING SUPPLIES	1	05/12/2025	24.62	.00	24.62	05/22/2025
		1P9P-9RVL-	PROGRAMMING	1	05/14/2025	52.70	.00	52.70	05/22/2025
		1PXL-T7XN-	LIBRARY OFFICE SUPPLI	1	05/21/2025	99.75	.00	99.75	05/22/2025
		1V9P-KVFJ-	KITCHEN SUPPLIES	1	05/07/2025	39.27	.00	39.27	05/22/2025
		1VN4-4D6K-	PW OFFICE SUPPLIES	1	05/12/2025	27.49	.00	27.49	05/22/2025
		1VN4-4D6K-	PW OFFICE SUPPLIES	2	05/12/2025	7.50	.00	7.50	05/22/2025
		1VN4-4D6K-	PW OFFICE SUPPLIES	3	05/12/2025	7.50	.00	7.50	05/22/2025
		1VN4-4D6K-	PW OFFICE SUPPLIES	4	05/12/2025	7.49	.00	7.49	05/22/2025
		1WR7-Q91X-	4903 TERMINAL - SMK. D	1	05/13/2025	49.39	.00	49.39	05/22/2025
		1X9Q-D3HM-	WATER MAIN REPAIR SU	1	05/05/2025	29.99-	.00	29.99-	05/22/2025
		1Y4C-LCCX-	OPERATING SUPPLIES	1	05/12/2025	136.90	.00	136.90	05/22/2025
Total 17084:						1,439.01	.00	1,439.01	
17092	GENERAL ENGINEERING	73	BUILDING INSPECTION S	1	03/12/2025	4,899.25	.00	4,899.25	05/22/2025
		75	BUILDING INSPECTION S	1	05/13/2025	5,827.00	.00	5,827.00	05/22/2025
Total 17092:						10,726.25	.00	10,726.25	
17134	CORE & MAIN	X001294	HYDRANT MOVE ON SIG	1	05/19/2025	4,485.00	.00	4,485.00	05/22/2025
Total 17134:						4,485.00	.00	4,485.00	
17140	US BANK VOYAGER FLE	8694160992	PD FUEL	1	05/01/2025	2,174.40	.00	2,174.40	05/16/2025
		8694160992	PW FUEL	2	05/01/2025	139.27	.00	139.27	05/16/2025
		8694160992	PW FUEL	3	05/01/2025	278.54	.00	278.54	05/16/2025
		8694160992	PW FUEL	4	05/01/2025	278.54	.00	278.54	05/16/2025
		8694160992	PW FUEL	5	05/01/2025	139.27	.00	139.27	05/16/2025
		8694160992	PW FUEL	6	05/01/2025	417.81	.00	417.81	05/16/2025
		8694160992	PW FUEL	7	05/01/2025	1,531.96	.00	1,531.96	05/16/2025
		8694160992	PARKS FUEL	8	05/01/2025	153.42	.00	153.42	05/16/2025
		8694160992	FIRE/EMS FUEL	9	05/01/2025	1,355.45	.00	1,355.45	05/16/2025
		8694160992	MC FUEL	10	05/01/2025	66.25	.00	66.25	05/16/2025
Total 17140:						6,534.91	.00	6,534.91	
17187	B&H PHOTO	233758796	PROGRAMMING MICROP	1	04/30/2025	318.60	.00	318.60	05/22/2025

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 17187:						318.60	.00	318.60	
17216	ADVANTAGE POLICE SU	25-0246	LESS LETHAL ROUNDS	1	05/12/2025	476.50	.00	476.50	05/22/2025
Total 17216:						476.50	.00	476.50	
17320	PARKITECTURE & PLANN	24.029-7	COMMUNITY PARK PHAS	1	05/08/2025	2,797.92	.00	2,797.92	05/22/2025
		25.018-1	PRAIRIE PLACE PARK	1	05/11/2025	2,037.00	.00	2,037.00	05/22/2025
Total 17320:						4,834.92	.00	4,834.92	
17407	ACEK9	296873	WATCHDOG CLOUD SER	1	04/30/2025	168.00	.00	168.00	05/22/2025
Total 17407:						168.00	.00	168.00	
17569	MCFARLAND ACE HARD	013568/T	LIFT 2 FILTERS	1	05/08/2025	20.76	.00	20.76	05/22/2025
		013569/T	MC FACILITY MAINTENA	1	05/08/2025	3.59	.00	3.59	05/22/2025
		013573/T	YOUTH CENTER FAC. MA	1	05/09/2025	4.49	.00	4.49	05/22/2025
		013579/T	WORKROOM SUPPLIES	1	05/11/2025	8.99	.00	8.99	05/22/2025
		013583/T	STORM SEWER REPAIR	1	05/12/2025	43.34	.00	43.34	05/22/2025
		013585/T	STORM SEWER REPAIR	1	05/12/2025	20.69	.00	20.69	05/22/2025
		013586/T	PARKS SUPPLIES	1	05/12/2025	26.98	.00	26.98	05/22/2025
		013587/T	STORM SEWER REPAIR	1	05/12/2025	32.37	.00	32.37	05/22/2025
		013595/T	5802 MAIN ST	1	05/13/2025	31.49	.00	31.49	05/22/2025
		013597/T	MC FACILITY MAINTENA	1	05/13/2025	1.79	.00	1.79	05/22/2025
		013603/T	PARKS RENTAL	1	05/14/2025	89.00	.00	89.00	05/22/2025
		013647/T	FASTENERS	1	05/19/2025	6.78	.00	6.78	05/22/2025
		013648/T	MUNICIPAL CENTER DEC	1	05/19/2025	72.74	.00	72.74	05/22/2025
		013663/T	LP FOR PW GRILL	1	05/21/2025	19.79	.00	19.79	05/22/2025
Total 17569:						382.80	.00	382.80	
17685	INGRAM LIBRARY SERVI	63174974	BOOKS	1	05/06/2025	244.62	.00	244.62	05/22/2025
		63175916	BOOKS	1	05/08/2025	285.01	.00	285.01	05/22/2025
		63176102	BOOKS	1	05/08/2025	295.15	.00	295.15	05/22/2025
Total 17685:						824.78	.00	824.78	
17715	DIVE RIGHT IN SCUBA - P	13813	WATER RESCUE SUPPLI	1	05/12/2025	252.00	.00	252.00	05/22/2025
Total 17715:						252.00	.00	252.00	
17776	RELIABLE FLOOR CARE	29826	CARPET CLEANING	1	05/09/2025	528.00	.00	528.00	05/22/2025
Total 17776:						528.00	.00	528.00	
17922	1901 INC	13663	WATER HEATER REPAIR	1	05/01/2025	987.31	.00	987.31	05/22/2025
Total 17922:						987.31	.00	987.31	
17933	RACE DAY EVENTS	2025-496	5K TIMING	1	05/15/2025	973.75	.00	973.75	05/22/2025
Total 17933:						973.75	.00	973.75	
17982	SVENSSON, FRED	051325	INTERPRETER SERVICE	1	05/13/2025	75.00	.00	75.00	05/22/2025

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 17982:						75.00	.00	75.00	
17990	LEXIPOL LLC	INVPM11252	LEFTA USER SUBSRCIPT	1	05/08/2025	30.94	.00	30.94	05/22/2025
Total 17990:						30.94	.00	30.94	
18034	HAWKINS INC	7074599	WATER SYSTEM CHEMIC	1	05/21/2025	1,295.50	.00	1,295.50	05/22/2025
Total 18034:						1,295.50	.00	1,295.50	
18068	SIMPLE NETWORK CON	33100	HARDWARE REPLACEM	1	05/05/2025	250.00	.00	250.00	05/22/2025
Total 18068:						250.00	.00	250.00	
18113	JM BRENNAN INC	21002894	HVAC REPAIR	1	04/30/2025	1,020.65	.00	1,020.65	05/22/2025
Total 18113:						1,020.65	.00	1,020.65	
18146	AIR ONE EQUIPMENT	221027	SCBA CLEANER - DETER	1	05/08/2025	108.00	.00	108.00	05/22/2025
Total 18146:						108.00	.00	108.00	
18289	E.H. WOLF & SONS INC	172871	PUBLIC WORKS FUEL	1	05/09/2025	368.99	.00	368.99	05/22/2025
		176265	PUBLIC WORKS FUEL	1	05/12/2025	269.20	.00	269.20	05/22/2025
Total 18289:						638.19	.00	638.19	
18372	FCI	72077	HVAC FILTERS	1	05/06/2025	233.13	.00	233.13	05/22/2025
Total 18372:						233.13	.00	233.13	
18377	VESTIS LLC	6140587553	MAT RENTAL	1	05/09/2025	60.33	.00	60.33	05/22/2025
		6140591947	MAT RENTAL	1	05/16/2025	60.33	.00	60.33	05/22/2025
Total 18377:						120.66	.00	120.66	
18403	WAUBESA SAILING CLUB	WSC-202501	PIER INSTALLATION	1	05/08/2025	850.00	.00	850.00	05/22/2025
Total 18403:						850.00	.00	850.00	
18405	EMS MANAGEMENT & C	EMS-015164	EMS MC	1	04/30/2025	4,006.09	.00	4,006.09	05/22/2025
Total 18405:						4,006.09	.00	4,006.09	
18500	TURFWERKS	CI00595	MOWER MAINTENANCE	1	05/09/2025	498.75	.00	498.75	05/22/2025
		CI00595	MOWER MAINTENANCE	2	05/09/2025	136.03	.00	136.03	05/22/2025
		CI00595	MOWER MAINTENANCE	3	05/09/2025	136.03	.00	136.03	05/22/2025
		CI00595	MOWER MAINTENANCE	4	05/09/2025	136.03	.00	136.03	05/22/2025
Total 18500:						906.84	.00	906.84	
18529	ASSOCIATED TECH SER	241463	KEY READER REPAIR	1	05/16/2025	33.75	.00	33.75	05/22/2025
Total 18529:						33.75	.00	33.75	
18561	CENTER FOR COMMUNT	20250508	YOGA INSTRUCTION	1	05/08/2025	1,200.00	.00	1,200.00	05/22/2025

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 18561:						1,200.00	.00	1,200.00	
18575	T&L ELECTRIC	544749	BRANDT PARK RENOVAT	1	05/05/2025	281.00	.00	281.00	05/22/2025
Total 18575:						281.00	.00	281.00	
18576	BINA, THOMAS & KATIE	2.51830.02-0	REFUND ON FINAL BILL	1	05/12/2025	240.08	.00	240.08	05/22/2025
Total 18576:						240.08	.00	240.08	
18577	UJKE, KIM	1.04680.00-0	REFUND ON FINAL BILL	1	05/12/2025	113.85	.00	113.85	05/22/2025
Total 18577:						113.85	.00	113.85	
18578	SMALL AXE COOPERATI	306	PROGRAM FEE	1	05/14/2025	500.00	.00	500.00	05/22/2025
Total 18578:						500.00	.00	500.00	
18579	WISCONSIN METALSMIT	307	PROGRAM FEE	1	05/14/2025	550.00	.00	550.00	05/22/2025
Total 18579:						550.00	.00	550.00	
18580	GENESIS ARMS LLC	M-04764	LESS LETHAL EQUIPMEN	1	05/09/2025	5,269.73	.00	5,269.73	05/22/2025
Total 18580:						5,269.73	.00	5,269.73	
18582	HUEFFNER, ERIN	051925	LOST ITEM REFUND	1	05/19/2025	22.00	.00	22.00	05/22/2025
Total 18582:						22.00	.00	22.00	
Grand Totals:						152,938.77	.00	152,938.77	

Report Criteria:
Detail report type printed

Pay Period Date	Journal Code	Check Issue Date	Payee	Payee ID	Amount
05/09/2025	CDPT	05/15/2025	WI SCTF	5	140.37
05/17/2025	CDPT	05/23/2025	FIRE FIGHTERS LOCAL 31	8	188.16

PAYROLL RELATED: $328.53

Temporary Alcohol Beverage License

Information/Documentation Needed to Complete Application

Below is a list of the information and documents that you will need to be able to complete your application. For all documents, you will need them to be in a format that will allow you to upload into this application, preferably pdf or jpeg.

If you would prefer to submit your application on paper forms, they can be obtained from the Wisconsin Department of Revenue or by contacting the Village.

Information/Documentation Needed to Complete Application:

- Your Wisconsin Seller's Permit Number
- Your Federal Employer Identification Number (FEIN)
- Individual Questionnaire forms for each officer, director, and agent of the organization - People completing the Individual Questionnaire, should indicate the e-mail address of the person who is submitting the full application for the Temporary Alcohol License. Upon submittal, the Individual Questionnaire will be e-mailed, to the e-mail address indicated, as a PDF attachment that will be able to be uploaded into the Temporary Alcohol License Application.

License(s) Requested	• Temporary Class "B" Beer

Fee

Application Fee	$10.00

Total Cost = $10.00

Organization Information

Organization Name	Edwards-Foye American Legion Post 534
Organization Address	4911 Burma Rd
Organization Phone Number	[redacted]
Organization E-mail Address	[redacted]
FEIN	[redacted]
Is this organization required to hold a Wisconsin Seller's permit?	Yes

Wisconsin Seller's Permit Number	[redacted]
Date of Organization/Incorporation	01/01/1948
State of Organization/Incorporation	WI
Type of Organization	Veteran's Organization

Individual Information

List information for all officers, directors, and agent of the organization.

i.

Last Name

Catterall

First Name

Ian

Title

2nd Vice Commander

Phone Number

[redacted]

Attach completed Individual Questionnaire. (See link and instructions at the top of this page.)

Catterall, Ian Individual Questionnaire.pdf

Select plus sign to add additional officers.

ii.

Last Name

Gessler

First Name

Cory

Title

Commander

Phone Number

[redacted]

Attach completed Individual Questionnaire. (See link and instructions at the top of this page.)

Gessler, Cory Individual Questionnaire.pdf

Select plus sign to add additional officers.

iii.

Last Name

Catterall

First Name

Ian

Title

2nd Vice Commander

Phone Number

[redacted]

Attach completed Individual Questionnaire. (See link and instructions at the top of this page.)

Legion Pic.pptx

Select plus sign to add additional officers.

iv.

Last Name

Howen

First Name

Patricia

Title

Finance Officer

Phone Number

[redacted]

Attach completed Individual Questionnaire. (See link and instructions at the top of this page.)

Howen, Patricia Individual Questionnaire.pdf

Select plus sign to add additional officers.

Event Information

Name of Event	Take A Vet Fishing
Date(s) of Event	June 14th, 2025
Hours of Event	11am until 11pm - Outdoor concert from 7pm to 11pm on the hill.
Address of Event	4911 Burma Rd
Event Website (if applicable)	https://takeavetfishing.com/events/event_details/?event=1395
Name of Person in Charge	Cory Gessler

Phone Number of Person in Charge	[redacted]
E-mail Address of Person in Charge	[redacted]

Premises description:

Describe the building or buildings and any outside areas where alcohol beverages are sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application.

Premises Description	Attached as a second document is a picture of the event from Google Maps (please use it for reference). For the event, we would like to temporarily license the entire back area of the Legion. This would include everything inside of the blue and orange lines. Our plan is to sell tap beer (only) at the orange rectangle on the southside of the property. This is where the event will be held, much like the prior years. The reason behind permitting the entire space is so people can walk from the event to the Legion or vice versa with a beverage. To control sales, individuals over the age of 21 would receive wrist bands to designate they are of legal age to purchase alcohol. To control the area, we would put up snow-fence on the north side of the property. These two spots are designated with orange lines. The blue lines designate existing chain-link fence. The driveway leading into the Legion would have a volunteer posted to prevent anyone from leaving the premises with an open container (represented by a star). By having the area completely encased, we will be able to ensure that the sale of alcoholic beverages (beer only at the orange rectangle) will only be available to those wearing wrist bands and no one will be able to leave with an open container. The snow-fence on the east side of the property by the driveway will not block the driveway. We will still be using all of our parking. This same process worked out great for our Oktoberfest event last year. Thank you for your consideration.

Attestation

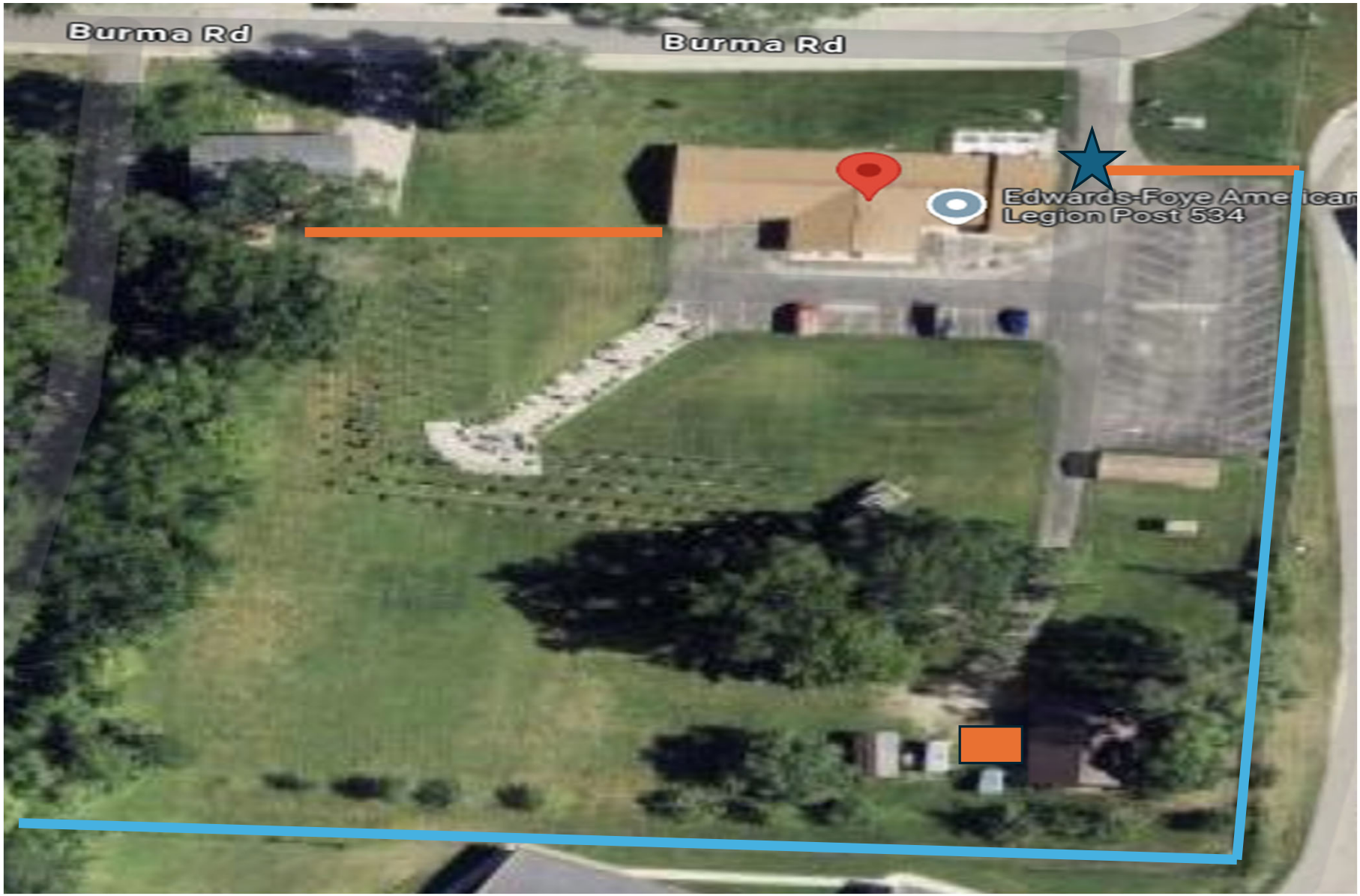
Who must sign this application?

- One officer or director of the nonprofit organization

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant organization and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate according to the law, including but not limited to, purchasing alcohol beverages from Wisconsin-permitted wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Officer Last Name	Catterall
Officer First Name	Ian
Officer Title	2nd Vice Commander
Officer E-mail	[redacted]
Officer Phone Number	[redacted]

Officer Signature	
Date	05/05/2025


Burma Rd
Burma Rd
Edwards-Foye Ame icar
Legion Post 534

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

Date: May, 19, 2025

To: McFarland Village Board

From: Brian Redman, Interim Chief of Police

Re: Alcohol License Approval

I have reviewed the application for a Temporary Alcohol Beverage License for the Take A Vet Fishing event. The event will take place on June 14, 2025, from 11:00am to 11:00pm at the Edwards-Foye American Legion Post 534.

I recommend approval of these requests, with the following conditions:

- Organizers will enclose the beer tent area with fencing to clearly separate the area of sale and consumption.
- Because minors will be allowed to be in the area, wrist-banding will be conducted to identify individuals who are of the legal drinking age who wish to purchase or consume alcohol in the beer tent.
- Organizers will ensure a carding location inside the beer tent where the wristbands will be applied by volunteers to prevent alcohol service to underage individuals.
- They will comply with all applicable code relating to necessary egress/exits.
- Organizers will provide at minimum one staff member for every 50 attendees to the function of assisting patrons, providing security and ensuring minors do not consume alcohol. These individuals will wear a brightly colored shirt that clearly identifies them as event staff, with wording printed on the front and back indicating such.
- Beer tent will be vacated by patrons no later than 11:00 pm.
- Organizers will work with Village staff, and comply with any subsequent staff requirements regarding other issues or details that arise between now and the event date, including plans for mitigation of fire, severe weather, medical emergency, security concerns, etc.

Respectfully,

Brian Redman
Interim Chief of Police

VILLAGE OF
McFarland
Fire & Rescue
www.mcfarland.wi.us | 6001 Broadhead Street, McFarland, WI 53558 | 608.838.3278

May 20, 2025

Re: Temporary Class B Application – Take A Vet Fishing

I have reviewed the submitted application by Ian Catterall, Edwards-Foye American Legion Post 534 & Take A Vet Fishing, for the Take A Vet Fishing event to occur on June 14, 2025, from 11:00 am to 11:00 pm.

The application is substantially complete and complies with the EMS and fire requirements. The event has been held previously without significant concerns. occurring. There are no proposed changes to the event.

I recommend the approval of the permit.

Sincerely,

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

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, May 27, 2025**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT: **Cassandra Suettinger, Deputy Administrator/Clerk**

AGENDA ITEM: **Motion to approve a Community Grant Application from the McFarland Community Festival as recommended by the Finance Committee.**

PREVIOUS ACTION:
The Finance Committee approved the application at its meeting on May 15, 2025.

ISSUE SUMMARY:
Please find enclosed for review an application to the Community Grant Program from the McFarland Community Festival. Staff conducted its review for completeness and completed a form outlining our findings.

FINANCIAL/BUDGET IMPACT:
The request from the grant program is for $5,000.00. The Committee has discretion in how much it wishes to recommend within its approval to the Village Board.

The remaining community grant budget balance to date is $17,630.36.

VILLAGE PLAN REFERENCE:
None

ORDINANCE REFERENCE:
Chapter 13 - Community Grant Policy
Enclosed within this item. This policy outlines the parameters by which the funds allocated for Community Grants can be expended. The Committee should review applications while considering the Program Objectives in Section 13.04 and the evaluation criteria outlined in Section 13.08 under Application Evaluation.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
Motion to approve a Community Grant Application in the amount of $5,000 from the McFarland Community Festival as recommended by the Finance Committee.

ATTACHMENTS:
1. Community Grant Staff Checklist - Mcfarland Community Festival
2. McFarland Community Festival Grant Cover Letter 5-5-2025
3. Mcfarland Community Festival Community Grant Application - 2025

Community Grant Application

Staff Review

Applicant McFarland Community Festival
Submittal: 5/5/2025

Cover Letter Yes No Application Yes No Supplemental Yes No

Eligible Yes No

Reason Active Community Group Operating within Village of McFarland

Fundable Requests – Applicant Selected:

(a) Enhancement of community/neighborhood engagement, special event development, and/or public education.

(b) Youth mentoring and education.

(c) New, small capital projects and/or equipment.

(d) Promotion of health, wellness, food security, and natural care.

(e) Advancement of sustainable ideas for the better of the local environment.

(f) Adult education and workforce development.

(g) Other funding may be considered if in the sole discretion of the Village it is determined the request enhances the quality of life within the Community.

Application Complete Yes No

Staff Comments

An event permit is required, has been submitted, and will be reviewed and acted upon at the May 27th Village Board meeting.

Reviewer Lisa Skar Review Date 5/5/2025

Committee Review May 15, 2025

Village Board Review May 27, 2025

June 10, 2024

McFarland Community Grant Committee

To whom is may concern:

The McFarland Community Festival committee has applied for a community grant to help with the costs of our 2024 McFarland Community Festival to be held in September. This festival brings the community together for a weekend of celebration with a carnival, food, community vendors, a parade and beer tent with various activities, just to name a few. We hope you will be able to support this community event.

Thank you for your consideration.

McFarland Community Festival Committee

Community Grant Program Application

Program Description

The Village of McFarland recognizes that support within the Community exists and develops in many different facets. In order to foster programs and ideas to create a healthier and more equitable environment within our Community, this Community Grant Program is created to catalyze projects that improve our local quality of life within eligible activities.

For more information, please review Chapter 13 of the Village's Fiscal Policy Manual or contact Village Administrator Matt Schuenke.

Eligibility Information

Community organizations that are an active group or organization that regularly meets within the Village of McFarland that is tax exempt pursuant to Section 501(c)(3) of the Internal Revenue Code or that provide charitable services, sponsorships, or donations within the Community without discrimination on the basis of sex, race, religion, creed, color, national origin, age, disability, sexual orientation, ancestry, marital status, arrest or conviction record, military status, or any other legally protected status.

Organization/Group Information

Organization/Group Name	Mcfarland Community Festival
Organization/Group Address	PO Box 110, Mcfarland WI 53558
Organization/Group Website, if applicable	www.mcfarlandcommunityfestival.com
Please describe mission/purpose/goals of Organization/Group	Community Festival

Main Contact Information

Main Contact First Name	Leah
Main Contact Last Name	Hawley
Main Contact Address, Including City, State, Zip	6196 Prairie Wood Drive
Main Contact Phone Number	608-3348022
Main Contact E-mail Address	leahhawley26@gmail.com

Main Contact Role within Organization/Group	Vice President
Main Contact Role within the Project	Vice President
Describe Main Contact's Experience with Organization/Group and/or Similar Projects	4th year as festival vice president

Community Grant Program Application

Key Personnel

In addition to the main contact identified on the previous page, please identify all key personnel within organization/group and/or involved in the project.

i.

First Name

Don

Last Name

Peterson

Role within Organization/Group and/or Project

Treasurer

Describe Experience within Organization/Group and/or Similar Projects

Treasurer of Community festival for 4 years

Please select plus sign below to add additional personnel.

Community Grant Program Application

Grant Request Information

The Organization/Group is requesting funding for: (Check all that apply)	• Enhancement of community/neighborhood engagement, special event development, and/or public education
Amount of funding being requested	5000
Describe funding request	Cover expenses related to festival. Tent rental/equipment vendors for kids tent, bands, Parade Participants
Describe goals/objectives of project	Community gathering
Describe budget of project	Est - $30,000
Describe timeline of project	Friday September 26 thru Sunday September 28th - 2025

Community Grant Program Application

References

Please provide references

i. **Organization/Group Name, if applicable**

Lions Club

Contact Person's First Name

Bruce

Contact Person's Last Name

Voight

Contact Person's Phone Number

608-838-9626

Contact Person's E-mail Address

bfvoight@charter.net

Please describe the nature of the relationship with this reference, including any experience of working with your Organization/Group on a similar project

beer tent

Please select the plus sign below to add additional references.

Community Grant Program Application

Cover Letter

Please submit a Cover Letter summarizing your request.	2025 McFarland Community Grant letter-1.pdf

Additional Attachments

Please attach any other supplementary information supporting the funding request. This area could also include letters of support for the funding request.

Community Grant Program Application

Acknowlegements

The Organization/Group submitting this application acknowledges the following:	• The Organization/Group meets the eligibility requirements identified in Chapter 13 the Village of McFarland Fiscal Policy Manual. • Funding may be granted at the discretion of the Village of McFarland and subject to the availability of funds. • The Organization/Group is expected to seek additional resources to accomplish project goals. • At the completion of the project, the Organization/Group will submit to the Village of McFarland a Project Summary outlining how the funds were used within the proposal awarded.
Name of Person Submitting Application	Leah Hawley
Role within Organization/Group	Vice President
As the person submitting this application, I certify that:	• I am authorized by the Organization/Group to submit this application on behalf of the Organization/Group. • To the best of my knowledge and belief with regard to the foregoing application and any attachments thereto, I have read and made complete answers to each question and that my answers in each instance are true and correct.

Signature	Sarah Hawley
Date	05/03/2025

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, May 27, 2025**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT: **Cassandra Suettinger, Deputy Administrator/Clerk**

AGENDA ITEM: **Motion to approve a Community Grant Application from the McFarland Equity Project as recommended by the Finance Committee.**

PREVIOUS ACTION:
The Finance Committee made recommendation to approve the grant request at their meeting on May 15, 2025.

ISSUE SUMMARY:
Please find enclosed for review an application to the Community Grant Program from McFarland Equity Project. Staff conducted its review for completeness and completed a form also outlining our findings.

FINANCIAL/BUDGET IMPACT:
The request from the grant program is for $1,995.62 The Committee has discretion in how much it wishes to recommend within its approval to the Village Board.

The remaining community grant budget balance to date is $17,630.36.

VILLAGE PLAN REFERENCE:
None

ORDINANCE REFERENCE:
Chapter 13 - Community Grant Policy
Enclosed within this item. This policy outlines the parameters by which the funds allocated for Community Grants can be expended. The Committee should review applications while considering the Program Objectives in Section 13.04 and the evaluation criteria outlined in Section 13.08 under Application Evaluation.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
Motion to approve a Community Grant Application in the amount of $1,995.62 from the McFarland Equity Project as recommended by the Finance Committee.

ATTACHMENTS:
1. Community Grant Staff Checklist - McFarland Equity Project - 2025
2. McFarland Equity Project - Community Grant Cover Letter - 2025
3. McFarland Equity Project - Community Grant Application - 2025

VILLAGE OF
McFarland

4. 2024 Juneteenth Flyer

Community Grant Application

Staff Review

Applicant Submittal: McFarland Equity Project, Inc.
5/5/2025

Cover Letter Yes No Application Yes No Supplemental Yes No

Eligible Yes No

Reason Active Community Group Operating within Village of McFarland

Fundable Requests – Applicant Selected:

(a) Enhancement of community/neighborhood engagement, special event development, and/or public education.

(b) Youth mentoring and education.

(c) New, small capital projects and/or equipment.

(d) Promotion of health, wellness, food security, and natural care.

(e) Advancement of sustainable ideas for the better of the local environment.

(f) Adult education and workforce development.

(g) Other funding may be considered if in the sole discretion of the Village it is determined the request enhances the quality of life within the Community.

Application Complete Yes No

Staff Comments

No event permit required.

Reviewer Lisa Skar Review Date 5/5/2025

Committee Review May 15, 2025

Village Board Review May 27, 2025

May 5, 2025

Dear Reviewers of the Village of McFarland Community Grant Program,

On behalf of the McFarland Equity Project (MEP), we are applying for a grant of $1995.62 to plan and implement a day of celebration and education about the federal holiday, **Juneteenth National Independence Day** for June 22, 2025.

We will use these funds to work collaboratively with the student in the Black Student Union (BSU) at McFarland High School.

The BSU and MEP planned similar events in 2023 and 2024. Each was more successful than we could have imagined. This year, we are planning the event for Sunday, June 22 from 11am to 3pm. We will be serving lunch catered by Melly Mell's Soul food again but will be ordering more since we ran out last year. We will be offering educational opportunities and speakers and children's activities. This grant would allow us to provide an event that brings the community together and offers educational opportunities for all. The BSU students provide the vision and education and the community attends and learns. It is a win-win for all.

Thank you for the opportunity to apply for these funds to support this important event.

With warmest regards,
Christine Pribbenow

COMMUNICATE EDUCATE ACTIVATE

The **McFarland Equity Project** (MEP) is a grassroots racial justice organization that was developed out of the passion, courage and needs of students and others in our community. Our common goal is to address racial inequities, seek justice by promoting anti-racist policies and practices, and create and maintain inclusive and welcoming environments in the Village of McFarland.

Emails: mcfarlandequityproject@gmail.com
MEPCommunications53558@gmail.com
Website: https://www.mcfarlandequityproject.org/
Facebook: https://www.facebook.com/groups/mcfarlandersforracialequityandjustice

McFarland Equity Project, Inc. EIN 93-4683425
501(c)4

Community Grant Program Application

Program Description

The Village of McFarland recognizes that support within the Community exists and develops in many different facets. In order to foster programs and ideas to create a healthier and more equitable environment within our Community, this Community Grant Program is created to catalyze projects that improve our local quality of life within eligible activities.

For more information, please review Chapter 13 of the Village's Fiscal Policy Manual or contact Village Administrator Matt Schuenke.

Eligibility Information

Community organizations that are an active group or organization that regularly meets within the Village of McFarland that is tax exempt pursuant to Section 501(c)(3) of the Internal Revenue Code or that provide charitable services, sponsorships, or donations within the Community without discrimination on the basis of sex, race, religion, creed, color, national origin, age, disability, sexual orientation, ancestry, marital status, arrest or conviction record, military status, or any other legally protected status.

Organization/Group Information

Organization/Group Name	McFarland Equity Project, Inc
Organization/Group Address	5103 Black Walnut Dr
Organization/Group Website, if applicable	https://www.mcfarlandequityproject.org/
Please describe mission/purpose/goals of Organization/Group	Our common goal is to address racial inequities, seek justice by promoting anti-racist policies and practices, and create and maintain inclusive and welcoming environments in the Village of McFarland.

Main Contact Information

Main Contact First Name	Christine
Main Contact Last Name	Pribbenow
Main Contact Address, Including City, State, Zip	5103 Black Walnut Dr, McFarland, WI. 53558
Main Contact Phone Number	6082396078
Main Contact E-mail Address	cmpribbenow@gmail.com

Main Contact Role within Organization/Group	co-founder/leader with others
Main Contact Role within the Project	collaborator with MHS/BSU
Describe Main Contact's Experience with Organization/Group and/or Similar Projects	I have been part of MEP since its inception. We use a collective impact model to work with others and provide opportunities and events for education and community-building in McFarland.

Community Grant Program Application

Key Personnel

In addition to the main contact identified on the previous page, please identify all key personnel within organization/group and/or involved in the project.

i.

First Name

Catherine

Last Name

Kelley

Role within Organization/Group and/or Project

President of MHS' Black Student Union (BSU)

Describe Experience within Organization/Group and/or Similar Projects

Catherine was instrumental in the planning and implementation of previous events and is a leader in the BSU.

Please select plus sign below to add additional personnel.

ii.

First Name

Brian

Last Name

Ward

Role within Organization/Group and/or Project

BSU teacher liaison

Describe Experience within Organization/Group and/or Similar Projects

Brian was instrumental in the planning and implementation of previous events and is the faculty liaison with

the BSU.

Please select plus sign below to add additional personnel.

Community Grant Program Application

Grant Request Information

The Organization/Group is requesting funding for: (Check all that apply)	• Enhancement of community/neighborhood engagement, special event development, and/or public education
Amount of funding being requested	1995.62
Describe funding request	This community event is to celebrate Juneteenth National Independence Day, which will be held on June 22, 2025 from 11am - 3pm at Arnold Larson Park in McFarland, WI. It is open to everyone and will be publicized throughout the community and village.
Describe goals/objectives of project	This celebration is similar to those planned for 2023 and 2024. We will be serving lunch catered by Melly Mell's Soul food and will be offering educational opportunities, speakers, and children's fun and learning activities. This grant would allow us to provide an event that brings the community together and offers educational opportunities for all. The BSU students provide the vision and education and the community attends and learns about this important historical event.
Describe budget of project	The budget consists of food for the event and to supplement the supplies, decorations and publicity from last year's event. Caterer: $1750 Park Rental: $20.62 Decorations: $100 Supplies $50 Updated banner: $50 Copies: $25
Describe timeline of project	April - May: Event planning with BSU May - June: ordering food, purchasing supplies, and planning event June 22: event day

Community Grant Program Application

References

Please provide references

i. **Organization/Group Name, if applicable**

McFarland School District

Contact Person's First Name

Aaron

Contact Person's Last Name

Tarnutzer

Contact Person's Phone Number

608-838-4550

Contact Person's E-mail Address

tarnuta@mcfsd.org

Please describe the nature of the relationship with this reference, including any experience of working with your Organization/Group on a similar project

Mr. Tarnutzer is Superintendent and is well aware of the MEP and our collaborations with the MHS and BSU.

Please select the plus sign below to add additional references.

Community Grant Program Application

Cover Letter

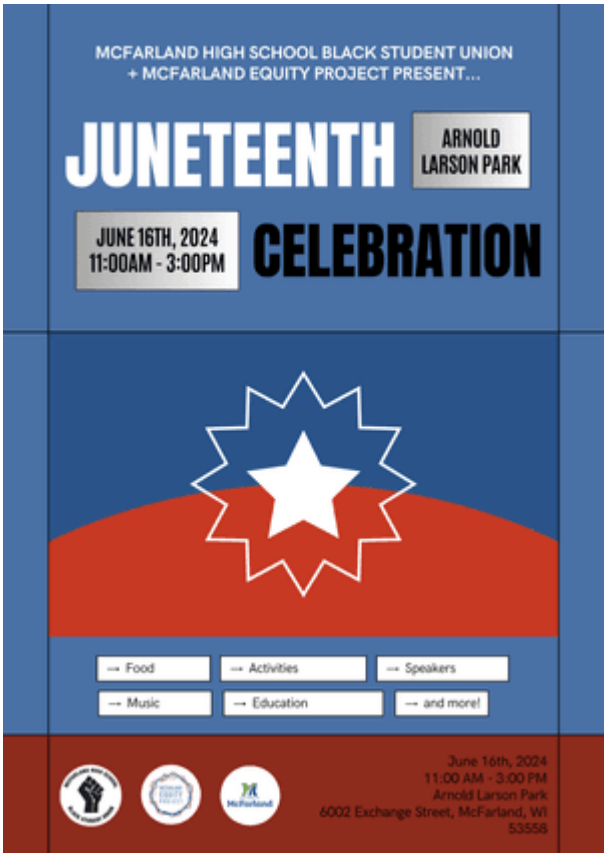
Please submit a Cover Letter summarizing your request.

MEPapplication-Juneteenth-2025.docx

Additional Attachments

Please attach any other supplementary information supporting the funding request. This area could also include letters of support for the funding request.

Supplementary Attachments



Community Grant Program Application

Acknowlegements

The Organization/Group submitting this application acknowledges the following:	• The Organization/Group meets the eligibility requirements identified in Chapter 13 the Village of McFarland Fiscal Policy Manual. • Funding may be granted at the discretion of the Village of McFarland and subject to the availability of funds. • The Organization/Group is expected to seek additional resources to accomplish project goals. • At the completion of the project, the Organization/Group will submit to the Village of McFarland a Project Summary outlining how the funds were used within the proposal awarded.
Name of Person Submitting Application	Christine Pribbenow
Role within Organization/Group	co-leader, MEP
As the person submitting this application, I certify that:	• I am authorized by the Organization/Group to submit this application on behalf of the Organization/Group.

- To the best of my knowledge and belief with regard to the foregoing application and any attachments thereto, I have read and made complete answers to each question and that my answers in each instance are true and correct.

Signature	
Date	05/05/2025

MCFARLAND HIGH SCHOOL BLACK STUDENT UNION
+ MCFARLAND EQUITY PROJECT PRESENT...

JUNETEENTH CELEBRATION

ARNOLD LARSON PARK

JUNE 16TH, 2024
11:00AM - 3:00PM

- → Food
- → Activities
- → Speakers
- → Music
- → Education
- → and more!

June 16th, 2024
11:00 AM - 3:00 PM
Arnold Larson Park
6002 Exchange Street, McFarland, WI
53558

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, May 27, 2025**

SECTION: **Consent Agenda**

DEPARTMENT: **Administration**

CONTACT: **Matt Schuenke, Village Administrator**

AGENDA ITEM: **Motion to approve the assignment, assumption, and modification of lease and consent with the Madison Curling Club.**

PREVIOUS ACTION:
The original lease was approved by the Village with the Foundation in 1997.

ISSUE SUMMARY:
The Madison Curling Club will become the tenant rather than what is presently established as the Madison Curling Foundation. The Foundation has previously satisfied all of its fiscal obligations to the Village and is not presently a guarantor of any existing bank debt that they may own. This is simply a reorganization from how they were established as a FOUNDATION to a CLUB.

The Village Attorney has reviewed this assignment and did not have any further changes. The proposed agreement is acceptable. The original lease and amendment is included in the packet for background.

FINANCIAL/BUDGET IMPACT:
None.

VILLAGE PLAN REFERENCE:
None.

ORDINANCE REFERENCE:
None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
Motion to approve the assignment, assumption, and modification of lease and consent with the Madison Curling Club.

ATTACHMENTS:
1. Assignment Assumption and Modification of Lease and Consent
2. Lease
3. Sub Lease

ASSIGNMENT, ASSUMPTION AND MODIFICATION OF LEASE AND CONSENT

This Assignment, Assumption and Modification of Lease and Consent ("**Agreement**") is made as of the _____day of _____, 2025, ("**Effective Date**") by and among the Madison Curling Foundation, Inc., a Wisconsin corporation ("**Foundation**" or "**Assignor**"); Madison Curling Club, Inc., a Wisconsin corporation ("**Club**" or "**Assignee**"); and Village of McFarland, a Wisconsin municipal corporation ("**Village**").

RECITALS

The parties hereto acknowledge the following:

WHEREAS, Village is the landlord and Foundation is the tenant of a lease for real property and improvements located at 4802 Marsh Road, McFarland, WI 53558 ("**Premises**"), as provided in that certain Lease dated June 27, 1997, and as amended pursuant to Addendum Number One dated October 13, 2003, Addendum Number Two dated April 6, 2003, and Addendum Number 3 dated February 17, 2015, as described and attached on Exhibit A hereto and made a part hereof (collectively, the "**Lease**").

WHEREAS, as contemplated by the Lease, Club operates a curling club at the Premises, as provided in that certain Sublease dated August 13, 1997 (the "**Sublease**").

WHEREAS, throughout the term of the Lease, Foundation has been a nonstock, nonprofit Wisconsin corporation exempt from taxation under the provisions of Section 501(c)(3) of the Internal Revenue Code.

WHEREAS, Club is a nonstock, nonprofit Wisconsin corporation exempt from taxation under the provisions of Section 501(c)(3) of the Internal Revenue Code.

WHEREAS, Foundation desires to assign to Club and Club desires to assume all of Foundation's right, title, interests and liabilities in and to the Lease and Premises.

WHEREAS, Foundation desires to engage in a corporate dissolution and cease to exist as a corporation and to transfer all of its assets to the Club.

WHEREAS, Village desires to consent to the assignment and release Foundation from the terms of the Lease.

WHEREAS, Foundation, Club and Village agree to certain modifications of the Lease as provided herein.

AGREEMENTS

NOW THEREFORE, Foundation, Club and Village agree as follows:

1. Foundation hereby assigns and transfers to Club all of Foundation's right, title, and interest in or under the Lease and Premises commencing on the Effective Date.

2. Club hereby expressly assumes and shall hereafter perform all of Foundation's obligations under the Lease accruing from and after the Effective Date.

3. Contemporaneous with the assignment and assumption of the Lease, the Sublease between Foundation and Club shall be terminated as of the Effective Date.

4. Club hereby agrees to indemnify and to hold Foundation harmless from and against any and all loss, cost, liability, damage or expense, including, without limitation, reasonable attorneys' fees, originating or relating to the period following the Effective Date and arising out of or with respect to the failure of Assignee to perform any of its obligations under the Lease accruing on and after the Effective Date.

5. Village consents and agrees to the assignment by Foundation and assumption by Club, accepts the Club as Tenant under the Lease, and further agrees that the Lease shown on Exhibit A is in full force and effect, except as expressly modified in this Agreement. Foundation is current on all payments to Village and Village is not aware of any default by Foundation under any term of the Lease.

6. Village releases Foundation from all obligations under the Lease and acknowledges and consents to Foundation's dissolution as a corporation.

7. Foundation, Club and Village agree that the Lease shall be amended and modified as follows

a. In general, Club shall be substituted for Foundation throughout the Lease consistent with the assignment and assumption described in this Agreement.

b. For the sake of clarity, the parties confirm that the "commencement date" of the Lease under Section 2 and the commencement of the Lease shall be November 1, 1997, and the term of fifty (50) years shall end of October 31, 2047, the last day of the calendar month preceding the fiftieth anniversary of the commencement of the Lease. For the sake of clarity, the Club shall have five (5) options to extend the Lease for additional five (5) year terms in accordance with term of Section 9.

c. The insurance obligations of Section 15 shall apply to the Club and no longer require the Foundation to be named as an insured.

d. For claims arising after the Effective Date, Club shall assume the indemnity obligations of Section 16 and the Foundation shall be released from obligations. For claims arising prior to the Effective Date, Club shall assume the indemnity obligations of the Foundation, but the Foundation shall not be released for any claims to the extent that insurance coverage exists, but shall be released of obligations to the extent that insurance coverage is exceeded or does not exist.

e. The reference to a Sublease between Foundation and Club contemplated under Section 19 shall be deleted.

f. The Club address shall be substituted for the Foundation address for Section 22 Notice purposes and shall be the address of the Premises, 4802 Marsh Road, McFarland, WI 53558.

g. The provisions of Section 26 shall apply to the Club and its 501(c)(3) status, not to the Foundation's 501(c)(3) status.

8. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. This Agreement shall be effective when signed by all parties, by manual or electronic signature. Delivery of this Agreement may be made by electronic means such as email/PDF with the same effect as if delivered with original signatures.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflict of law rules.

10. This Agreement and the obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

11. Capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to such terms in the Lease.

[*Signatures Appear on Following Page(s)*]

MADISON CURLING FOUNDATION, INC.

By:_____
Troy A. Mayne, President

By:_____
_____, _____

MADISON CURLING CLUB, INC.

By:_____
_____, President

By:_____
_____, _____

VILLAGE OF MCFARLAND, WISCONSIN

By:_____
_____, Village President

By:_____
_____, Village Administrator/Treasurer

[*Signature Page to Assignment, Assumption and Modification of Lease and Consent*]

Exhibit A

Lease Attachments:

1. Lease dated June 27, 1997
2. Addendum Number One dated October 13, 2003
3. Addendum Number Two dated April 6, 2003
4. Addendum Number 3 dated February 17, 2015

LEASE

THIS LEASE, made this 27th day of June, 1997 between the VILLAGE OF McFARLAND, a Wisconsin municipal corporation ("Village"), and MADISON CURLING FOUNDATION, INC., a Wisconsin nonstock, nonprofit corporation ("Foundation").

WITNESSETH:

WHEREAS, Foundation proposes to construct a recreational facility usable for curling and other recreational, municipal and civic activities and proposes to donate the facility to Village upon completion of construction;

AND WHEREAS, the development and operation of the facility will inure to the health, safety and welfare of the residents of the Village generally;

AND WHEREAS, the provision of a curling facility usable for municipal and civic activities is a valuable service to the Village;

AND WHEREAS, the economic viability of the project depends upon the ability of Foundation to borrow $535,000 toward payment of construction costs at a favorable rate of interest;

AND WHEREAS, the assumption of contingent liability by the Village with respect to the loan will allow for borrowing the necessary funds and will permit a favorable rate of interest;

AND WHEREAS, the plans for the facility have been reviewed and approved by the Village and Village is prepared to allow construction of the facility in William McFarland Park at a location specified by Village;

NOW THEREFORE, in consideration of the covenants contained herein, it is agreed as follows:

1. TERM. Village hereby leases the premises as defined herein to Foundation for a term of fifty (50) years beginning on the first day of the first calendar month following the commencement date as defined herein and ending on the last day of the calendar month preceding the fiftieth anniversary of the commencement of this lease.

2. COMMENCEMENT DATE. The "commencement date" of this lease shall be the day following the date upon which the improvements to be constructed under this lease are substantially completed so as to be ready for occupancy and any required occupancy permit shall have been issued. Occupancy and the commencement of this lease shall not be delayed by noncompletion of improvements which are not essential to occupancy and which are delayed by adverse weather conditions, such as paving of parking areas, exterior finishing work and the like.

3. PREMISES. As used herein, "Premises" shall include the Facility to be constructed together with the land underlying such improvements, rights of ingress and egress for the use, construction and maintenance of the facility and the use of parking areas provided for use by persons making use of the Facility. The premises shall not include icemaking equipment, lockers, kitchen facilities or other equipment which may be installed by Foundation or a subtenant and which shall remain the property of Foundation or the subtenant.

4. CONVEYANCE. Upon substantial completion of the Facility the same shall be conveyed by Foundation to the Village by deed or other conveyance in a form satisfactory to Village, subject however to the terms of this lease.

5. POSSESSION AND CONSTRUCTION OF IMPROVEMENTS. Upon issuance of a building permit Foundation shall be granted occupancy of and access to the land upon which the improvements are to be constructed for the purpose of construction. Thereupon Foundation shall promptly commence and proceed to complete the improvements that are to be subject to this lease, all in substantial conformity with the plans and specifications approved by the Village. Construction shall be by contractors selected by Foundation and in conformity with applicable building codes. Foundation shall obtain or cause to be provided, adequate liability and builder's risk insurance during construction.

6. FINANCING. This lease in contingent upon Foundation obtaining financing in the amount of not less than $535,000 at an interest rate of not more than 8.5% per annum fixed for not less than five years with monthly payments based upon a 25 year amortization due in full not sooner than 10 years after commencement of the loan. The said financing shall be guaranteed by Village. Foundation shall be obligated to maintain a Debt Service Reserve Fund in an amount equal to one full year of payments in cash, qualified investments approved by Village or a letter of credit approved by Village. On or before the first day of September of each year until the loan is paid in full, Foundation will provide verification to Village of the sufficiency of the Debt Service Reserve Fund. If Village shall determine that the value of the cash, qualified investments or letter of credit is less than the required amount it shall notify Foundation in writing of such deficiency. Foundation shall have thirty (30) days to replenish the Debt Service Reserve Fund to the full amount required under this lease.

7. RENT. Foundation shall pay rent in the amount of One Dollar ($1.00) per year payable annually and in advance.

8. USE AND SCHEDULING.

A. CURLING SEASON. It is the intent of the parties that each year during the curling season (defined as September 15 through April 30), the facility be used as fully as possible for curling and related activities. Curling usage includes, but is not limited to, games during the evening hours, bonspiels on various weekends throughout the season, league curling including senior curling during daytime hours, practice time, youth curling and open houses.

During the curling season Madison Curling Club, Inc. will be the primary user of the facility. In addition, the Foundation is allowed to contract for use of the facility to other individuals, organizations or entities, including but not limited to, the University of Wisconsin Curling Club, United States Olympic Committee and the United States Curling Association for curling, fund raising for curling or for other lawful purposes. Uses incompatible with curling or adverse to maintenance of proper curling ice such as ice skating shall not be allowed.

B. OFF SEASON. At times other than the curling season it is the intent of the parties that the facility shall be used as fully as possible for appropriate civic and recreational purposes. During the off season the Village will receive preference in scheduling Village related activities. The Foundation shall be permitted to use the facility for any appropriate purpose, including but not limited to, curling activities, temporary rental of the facility to individuals or groups for meetings, trade shows, sport and recreation activities or other lawful purposes. The parties will cooperate to avoid scheduling conflicts through a system of reservations.

C. CHARGES. Foundation shall from time to time establish appropriate charges for curling and other usage of the facility. Foundation shall be responsible for scheduling use of the facility and for the collection of such charges.

D. VILLAGE USE (FEES CHARGED). Village may use the facility for Village or Village sponsored functions for which a fee is charged without the obligation to pay the charges established under section C of this paragraph. Village does however agree to reimburse Foundation for operating, maintenance and debt retirement costs reasonably attributable to the period of such use. Village further agrees to reimburse Foundation for any set up or clean up expenses as well as any repairs required because of such use. It is hereby intended that Foundation shall neither profit from nor be obligated to subsidize such Village use.

E. VILLAGE USE (NO FEES). Village may use the facility for Village or Village sponsored functions for which no fee is charged without the obligation to pay the charges established under section C of this paragraph. Village does however agree to reimburse Foundation for operating and maintenance costs reasonably attributable to the period of such use. Village further agrees to reimburse Foundation for any set up or clean up expenses as well as any repairs required because of such use. This use is intended to be occasional and infrequent so as to not materially impair the ability of Foundation to use the facility as permitted under this lease.

F. PROHIBITED USES. Either Foundation or Village may refuse to allow any use that would present a material risk of damage to the facility or equipment.

9. OPTIONS TO EXTEND. If Foundation shall not be in default under this lease, Foundation shall have the option, upon written notice to Village given not less than one (1) year before the expiration of the original or any prior extended term of this lease, to extend this lease for an additional term of five (5) years upon the same terms and conditions as are set forth in this lease. Provided however, Foundation shall not be entitled to exercise any such option to extend

if the premises are no longer in active use for curling, if such extension would be contrary to law or if the exercise or right to exercise such option to extend would invalidate this lease. In no event shall more than five (5) such extensions be permitted.

10. REPAIRS. Foundation shall perform, at its expense, all maintenance, repairs, replacements and cleaning on the building, machinery and equipment and shall repair any damage to the premises caused by acts or negligence of its employees, members, agents, guests or subtenants or by the operation of the facility. Village shall have the right to inspect the premises at reasonable times and to direct maintenance and repair to the satisfaction of Village. Village shall be responsible for repairs, maintenance and operating costs for the public rest room facilities and shelter area which are provided for use by patrons of the park. Use of and access to the shelter area and public rest room facilities shall be regulated by Village

11. UTILITIES. Foundation agrees to pay all operating costs for the machinery and equipment necessary to provide ice during the curling season and further agrees to pay all costs for utilities during the term of this lease. Foundation shall be solely responsible for the costs of installation of any utility services and service laterals which Foundation deems necessary or appropriate for the operation of the facility.

12. LANDSCAPING AND PARKING. During the term of this lease Village shall provide snowplowing and grounds maintenance. Foundation shall provide and maintain landscaping adjacent to the building as provided in the plans approved by Village. Foundation and Village will equally share the costs of parking lot lighting and parking lot maintenance and replacement.

13. LIENS. Foundation agrees not to create or to permit others to create any lien against the premises as a result of the making of any repairs, any construction, or the installation of any fixtures, materials or equipment. Foundation shall hold Village harmless from any claim or demand from any third party connected with any such work. Should any lien be filed or claimed against the premises, Foundation shall discharge such lien or claim by payment, bonding or otherwise, or shall promptly, at its expense contest such claim or lien. Nothing in this lease shall be construed as constituting the consent or request of Village to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for the alteration, improvement or repair to the premises, nor as giving Foundation any right or authority to contract for or permit the rendering of services or the furnishing of materials that would give rise to the filing of a construction lien against the premises.

14. ACCESS AND PARKING. A parking area sufficient for parking 150 cars as described in plans and specifications approved by the parties shall be constructed in sufficient time to be ready for use on or before the occupancy date. The cost of construction of the parking area, access points and drives from Marsh Road to the parking area and storm sewer for the parking area shall be equally shared by Village and Foundation. It is understood that the parking area constructed pursuant to this lease will primarily serve the premises during the curling

season. The parking area and other parking areas in the park may also be used in common with other users of the park including users of the adjacent ice arena occupied by McFarland Hockey, Inc. It is understood that Foundation and McFarland Hockey Inc. will need to coordinate scheduling of large events to avoid excessive demand for parking. Village agrees not to allow use of the parking area or the park area in which the premises are located in a way which would materially interfere with access to, or occupancy of the premises by Foundation or Madison Curling Club as a subtenant.

15. INSURANCE. Foundation shall pay, or reimburse Village for the cost of insurance covering "all risks" of loss or damage to the structure now present or constructed in the future on the premises. The insurance shall be written on not less than 90% replacement cost coverage basis. Such coverage may be provided either through reimbursement by Foundation of the cost to Village for such coverage obtained by Village or through a policy obtained by Foundation. If coverage is obtained by the Foundation the policy shall name the Village, the Foundation, the Madison Curling Club and any lender as additional insureds as their interests may appear.

Foundation shall obtain, pay for and keep in full force and effect comprehensive general liability insurance including personal injury and property damage in an amount of not less than $1,000,000 combined single limit. Such insurance shall name Village, Foundation, Madison Curling Club, Inc. and any additional parties designated by Village as insureds and shall contain a provision requiring not less than thirty (30) days notice to Village of cancellation or refusal to renew.

Evidence of insurance shall be provided by Foundation to Village by issuance of a certificate of insurance or by a full copy of the policy.

16. INDEMNIFICATION. Foundation shall indemnify and hold harmless the Village, its employees, officials, officers and agents against claims, demands, liabilities and expenses due to personal injury or property damage arising from or caused by the tenancy of Foundation or the acts or negligence of its officers, directors, members, agents or employees.

17. DAMAGE OR DESTRUCTION OF THE PREMISES. If the premises are damaged by fire, the elements or other casualty to the extent of less than fifty percent (50%) of the replacement cost of the building above the foundation, or to the extent of greater than fifty percent (50%) of the replacement cost of the building above the foundation during the first forty (40) years of the lease term, then the same shall be repaired by and at the expense of the Foundation. Insurance proceeds received due to the loss shall be made available to Foundation for purpose of repair.

If the premises are damaged to the extent of greater than fifty percent (50%) of the replacement cost of the building above the foundation and such damage occurs within the last ten (10) years of this lease then either party may elect to terminate this lease within sixty (60) days of such occurrence by written notice to the other of such election. Insurance proceeds received because of the loss shall be used by Foundation to promptly restore the premises if this lease is not terminated pursuant to this paragraph or otherwise shall be used for demolition and restoration of the land to park land and the balance shall be paid to Foundation for replacement of

the facility elsewhere.

18. EMINENT DOMAIN. If the whole or any part of the premises is taken by the exercise of the power of eminent domain so as to render the premises unsuitable for curling or so as to materially impair such use, then this lease shall terminate as of the date of the taking by the condemner. Foundation shall have the right to recover from the condemning authority such compensation as may be separately awarded to it as tenant because of losses or costs incurred by it for relocation. That portion of the award representing the value of the premises taken shall be divided between Village and Foundation in proportion to the ratio between the term of this lease and the unexpired portion of the term with the Foundation receiving the portion representing the unexpired portion of the term of the lease.

In case of a partial taking which is not extensive enough to render the premises unsuitable for curling the premises shall be promptly restored by Foundation to a condition suitable for curling with the condemnation award being made available to Foundation for this purpose.

19. ASSIGNMENT OR SUBLEASING. It is agreed that Foundation may sublease use of the premises to Madison Curling Club, Inc. for curling. Foundation is further permitted to contract for the use of the facility to other individuals, organizations or entities including, but not limited to the University of Wisconsin Curling Club, United States Olympic Committee and the United States Curling Association for curling or for fund raising or other lawful purposes. Except as otherwise permitted in this lease, Foundation is not permitted to sublease the premises or to assign or transfer its interest in this lease without the consent of Village.

20. MODIFICATION. This agreement shall not be varied, amended or modified except by written agreement duly executed by the parties.

21. SIGNS. Foundation shall be permitted to install and maintain during the term of this lease appropriate signs identifying the facility and the Madison Curling Club, Inc. on the building and at the entrances to the parking area. Such signs shall comply with all applicable ordinances of the Village of McFarland and also any other applicable legal requirements.

22. NOTICES. Any notice required or permitted to be given under the terms of this lease shall be deemed sufficiently given or served if sent by certified mail to Foundation at the address of the leased premises and to the Village at the Office of the Village Clerk at McFarland Village Hall. Either party may by like written notice designate a different address to which notices shall be subsequently be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

23. HOLDING OVER. If Foundation shall hold over after the expiration of this lease without the execution of a new lease it shall be deemed a tenant from year to year subject to the other provisions of this lease.

24. CONSENT. Whenever provision is made in this lease for Foundation to secure consent or approval of the Village, such consent or approval shall not be unreasonably withheld.

25. QUIET ENJOYMENT. While Foundation shall perform and observe all of the covenants and conditions of this lease, Foundation shall quietly enjoy the leased premises, subject however to the terms of this lease.

26. TAX EXEMPT STATUS. Foundation is a nonstock, nonprofit Wisconsin Corporation exempt from taxation under the provisions of Section 501(c)(3) of the Internal Revenue Code. No provision of this lease shall be construed or interpreted in a way that invalidates the tax exempt status of Foundation. No provision of this lease providing for receipt or use of funds shall be interpreted or construed to allow Foundation to receive or use such funds in a manner inconsistent with its tax exempt status.

27. NO WAIVER. No failure to exercise, and no delay in exercising any right, power or remedy hereunder by Village or Foundation shall operate as a waiver thereof, nor shall any single or partial exercise of any right power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event of default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by Village or Foundation therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

28. FAILURE TO MAINTAIN PREMISES. Should Foundation fail to maintain the premises as required by this lease, Village shall have the right to enter upon the premises and make the necessary repairs and charge Foundation with the cost thereof.

29. TERMINATION. If Foundation shall fail to perform or shall be in violation of any term of condition of this lease and shall not remedy such failure within thirty (30) days after notice in writing by Village of such failure or violation, then Foundation shall be in default hereunder. In such case Village may, at its option terminate this lease and recover possession of the premises as provided by Wisconsin Statutes. In case of a failure to perform or a violation which reasonably requires more than thirty (30) days to correct, Foundation shall not be in default if, promptly upon receipt of notice, Foundation commences and proceeds with reasonable diligence to remedy such failure or violation.

30. DEFAULT AND RIGHT OF ENTRY. If Foundation shall abandon the premises, ~~or~~ shall be the subject of bankruptcy, insolvency or reorganization proceedings which proceedings are not dismissed within ninety (90) days, if a receiver shall be appointed for assets of Foundation, if execution shall be issued against Foundation assets and shall not be satisfied or released within thirty (30) days, if Foundation shall make an assignment for benefit of creditors, if the premises shall cease to be used for curling or if Foundation shall fail to make a payment on

the debt guaranteed by Village and such default in payment shall not be remedied and all payments brought current within thirty (30) days after written notice of such default, then Village shall have the right to enter upon and recover possession of the premises.

31. FORCE MAJEURE. If either Foundation or Village is delayed, hindered in or prevented from the performance of any act required hereunder because of strikes, lock outs, labor disputes, inability to obtain materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of like nature not attributable to the negligence or fault of the party delayed in performing work or doing acts required under this lease, then performance of such act shall be excused during the unavoidable delay and the period for performance of such act shall be extended for an equivalent period, provide however that this provision shall not excuse Foundation from the prompt payment of any payments required under this lease.

32. FINANCIAL RECORDS AND REPORTING. Foundation shall provide a copy of its annual information return as filed with the Internal Revenue Service to Village or an oversight board established by Village within ten (10) days after the due date for such return. The books and records of the Foundation pertaining to the operation of the premises shall be open to inspection by Village or its representatives during reasonable business hours. Village may establish an oversight board to review operations of the Facility in which case Foundation agrees to designate a representative or representatives to participate on such board.

33. HAZARDOUS MATERIALS. Foundation agrees that during this lease no substance will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the premises that would require cleanup, removal or another remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"). No asbestos, polychlorinated biphenyls (PCBs) or underground storage tanks shall be on, in, under or about the premises. Foundation shall remain in compliance with all environmental laws. Foundation shall indemnify and hold Village harmless from any loss, cost, liability or damage resulting from any violation by Foundation of any environmental law. Foundation will immediately notify Village in writing of any regulatory action or third party claim instituted or threatened in connection with any hazardous substance on, in, under or about the premises. Notwithstanding the foregoing, Foundation shall not be liable or responsible for any hazardous substance that may be present in, on, under or about the premises before the date of this lease.

34. SEVERABILITY. In case any provision of this lease is determined by any court to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this lease remain in full force and effect.

35. COMPLIANCE WITH LAWS. Foundation shall at all times comply with all laws and regulations of any governmental authority relating to the construction, operation or use of the premises.

36. ALCOHOL. Village agrees not to impose more restrictive regulations concerning the possession, use and consumption of alcoholic beverages by Madison Curling Club, Inc. than are imposed by applicable Wisconsin Statutes. Foundation agrees that it or Madison Curling Club Inc. shall obtain any and all permits which may be required by law concerning alcoholic beverages.

37. ADDITIONS AND IMPROVEMENTS. Any additions or improvements to the premises or the replacement of all or any substantial portion of the premises shall be made only with the approval of Village. Plans and specifications for any proposed additions, improvements or replacements shall be submitted to Village an any required permits shall be obtained. All such additions, improvements or replacements shall become the property of Village. The parties understand that in case of any addition, improvement or replacement which expands the premises or materially increases the useful life of the premises, an extension of the lease term is appropriate.

38. BINDING INTENT. This agreement shall run with the land and be binding upon the parties and their successors, transferees and assigns.

39. GOVERNING LAW. This lease shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this lease on the 27th day of June, 1997 at McFarland, Wisconsin.

WITNESS	VILLAGE OF McFARLAND, WISCONSIN
Susan Entrirsth	By: Cathy Kirby Cathy Kirby Village President
Judy Swenson	By: Donald R. Peterson Donald R. Peterson Village Clerk

MADISON CURLING FOUNDATION, INC.

Charlene A Hemerson

By: Paul R. Matzke
Paul Matzke President

Linda Sanger

By: K. H. E.
Walter H. Erbach Secretary

Drafted by Walter H. Erbach

Addendum Number One

This Addendum Number One made by and between the Village of McFarland, a Wisconsin municipal corporation ("Village") and Madison Curling Foundation, Inc., a Wisconsin non-stock, non-profit corporation ("Foundation") amends the terms of the Lease between the same parties dated June 27th, 1997.

It is agreed as follows:

1. The debt service reserve fund described in Paragraph 6 of the Lease dated June 27th, 1997, currently in the amount of $50,000 and held by McFarland State Bank shall be reduced to $35,000 with the excess $15,000 being transferred to pay down the principal balance on the financing.

2. Foundation affirms and agrees that annually on or before the first day of September of each year Foundation will advise Village of the then current interest rate and the anticipated total minimum required mortgage payments for the period of September of the current year through August of the following year. Foundation further agrees to provide any additional information which Village may request in order to meet Foundation's obligations to provide verification to Village of the sufficiency of the debt service reserve fund as provided in paragraph 6 of the Lease. In the event the debt service reserve fund is less than the anticipated amount of the next full year of payments then Foundation agrees to increase the debt service reserve fund to an amount equal to one full year of payments either in cash, qualified investments approved by Village, or a letter of credit approved by Village within thirty (30) days as is required in paragraph 6 of the Lease.

Except as hereby modified all terms and conditions of the Lease dated June 27th, 1997 between Village and Foundation shall remain in full force and effect.

In witness whereof the parties have executed this Addendum Number One on the 13th day of October, 2003 at McFarland, Wisconsin.

WITNESS

Deb Neal

Deb Neal

VILLAGE OF McFARLAND, WISCONSIN

By: Erik T. Thoresen
Erik Thoresen, Village President

By: Donald R. Peterson
Donald R. Peterson, Village Administrator/Treasurer

MADISON CURLING FOUNDATION, INC.

Linda Bergren

By: Paul Matzke
Paul Matzke, President

Veronica K. Schmidt

By:
Walter H. Erbach, Secretary

Drafted by Walter H. Erbach

ADDENDUM NUMBER TWO

This Addendum Number Two made by and between the Village of McFarland, a Wisconsin municipal corporation ("Village") and Madison Curling Foundation, Inc., a Wisconsin non-stock, non-profit coporation ("Foundation") amends the terms of the Lease between the same parties dated June 27th, 1997 as modified by Addendum Number One to the Lease dated October 13th, 2003.

It is agreed as follows:

1. Village will obtain a loan through the Trust Fund Loan Program administered by the Board of Commissioners of Public Lands for the State of Wisconsin in the amount of $384,000 (the "Trust Fund Loan") in order to pay off the balance of the current loan obtained by the Foundation from McFarland State Bank and guaranteed by Village.

2. The Trust Fund Loan will be for a term of ten (10) years payable in annual installments of $31,000 per year beginning March 15th, 2007 with a final balloon payment due March 15th, 2016. Foundation agrees that on or before the 1st day of March, 2007 and annually thereafter it will pay to Village a minimum payment equal to the required annual installment due under the terms of the Trust Fund Loan. If Foundation desires to make any prepayment Foundation shall notify Village of this intention and of the amount of the prepayment in sufficient time to permit Village to comply with the notification requirements for prepayment then in effect with respect to the Trust Fund Loan.

3. In the event Foundation is not able to pay the balloon payment in full at the end of the term of the Trust Fund Loan it is agreed that Foundation may secure a loan from a lender upon commercially reasonable terms for an amount not in excess of $224,000 in order to timely pay the Village a sufficient amount to pay the balloon payment due under the Trust Fund Loan. Village agrees to guarantee payment of such new loan in the same fashion as it has guaranteed the current loan obtained from McFarland State Bank.

4. Foundation further affirms and agrees that it will maintain a debt service reserve fund as provided in Paragraph 6 of the Lease and as affirmed in Addendum Number One in an amount not less than $35,000 in a form which will permit the Village to draw upon such debt service reserve fund to pay the required annual installment due upon the Trust Fund Loan in the event Foundation shall fail to timely pay any such installment. Foundation further agrees to provide any additional information which Village may request in order to meet Foundation's obligations to provide verification to Village of the sufficiency of the debt service reserve fund as provided in Paragraph 6 of the Lease and Paragraph 2 of Addendum Number One.

Except as hereby modified all terms and conditions of the Lease dated June 27th, 1997 and Addendum Number One dated October 13th, 2003 between Village and Foundation shall remain in full force and effect.

In witness whereof the parties have executed this Addendum Number Two on the 3rd day of April, 2006 at McFarland, Wisconsin.

VILLAGE OF McFARLAND, WISCONSIN

WITNESS

By: Chris Klar, President

Attest: Deb Neal, Village Clerk

MADISON CURLING FOUNDATION, INC.

By: Paul Matzke, President

By: Walter H. Erbach, Secretary

Drafted by Walter H. Erbach

ADDENDUM NUMBER THREE

THIS ADDENDUM NUMBER THREE made by and between the Village of McFarland, a Wisconsin municipal corporation ("Village"), and Madison Curling Foundation, Inc., a Wisconsin non-stock, non-profit corporation ("Foundation"), amends the terms of the Lease between the same parties dated June 27, 1997, as modified by Addendum Number One to the Lease dated October 13, 2003, and as further modified by Addendum Number Two to the Lease dated April 3, 2006.

WHEREAS, Paragraph 6 of the Lease contains provisions relating to financing for the building previously constructed by Foundation and previously conveyed to Village; and

WHEREAS, Addendum Number One provided for modifications of certain requirements provided in Paragraph 6 of the Lease; and

WHEREAS, Addendum Number Two provides further modifications to the Lease related to a Trust Fund Loan obtained by Village to satisfy the loan owed by Foundation to McFarland State Bank and guaranteed by Village, and to provide for reimbursement by Foundation of the payments required by Village under the terms of the Trust Fund Loan.

NOW THEREFORE, it is agreed as follows:

1. Foundation has paid Village all sums necessary to satisfy the Trust Fund Loan in full.

2. In as much as all payments required to be made by Foundation to pay in full all financing guaranteed by Village, or obtained by Village on behalf of Foundation have been paid by Foundation, the provisions of Paragraph 6 of the Lease, Addendum Number One to the Lease and Addendum Number Two to the Lease have been fully performed and satisfied by Foundation, are no longer needed and are hereby agreed to be of no further force and effect.

Except as hereby modified, all terms and conditions of the Lease dated June 27, 1997 between Village and Foundation shall remain in full force and effect.

(Signatures on following Page 2)

IN WITNESS WHEREOF, the parties have executed this Addendum Number Three on the 17th day of February, 2015 at McFarland, Wisconsin.

WITNESS:

VILLAGE OF McFARLAND, WISCONSIN

By: _____
Brad Czebotar, President

By: _____
Eric C. Rindfleisch,
Village Administrator/Treasurer

MADISON CURLING FOUNDATION, INC.

By: _____
Paul Matzke, President

By: _____
Walter H. Erbach, Secretary

DRAFTED BY:
WALTER H. ERBACH

SUBLEASE

THIS SUBLEASE is made this 13 day of August, 1997 between **MADISON CURLING FOUNDATION, INC.**, a Wisconsin non-stock, nonprofit corporation ("Foundation") and **MADISON CURLING CLUB, INC.**, a Wisconsin non-stock nonprofit corporation ("Club").

WITNESSETH:

WHEREAS Foundation is tenant under a lease agreement ("Primary Lease") of a curling facility to be constructed by Foundation in William McFarland Park in the Village of McFarland and to be donated to the Village of McFarland under the terms of the said agreement.

AND WHEREAS the parties desire to sublease the facility to Club to make appropriate use of the facility.

NOW THEREFORE, in consideration of the covenants herein contained, it is agreed as follows:

1. TERM AND COMMENCEMENT. Foundation hereby leases the premises to Club for a term of fifty (50) years beginning on the commencement date of the Primary Lease and ending on the last day of the Primary Lease.

2. RENTAL PAYMENTS. Club shall pay to Foundation rent in amounts determined as follows:

A. Periodic payments equal to the periodic payments required to be paid under the terms of the financing obtained to finance the construction of the curling facility until the debt is paid in full. Each payment shall be paid in time to permit payment to lender in a timely manner.

B. One dollar ($1.00) per year payable annually in advance.

C. Insurance premiums for insurance required to be maintained by Foundation under the terms of the primary lease.

3. RENTAL CREDITS. The rental payments from Club to Foundation shall be reduced on an annual basis by a credit equal to the net income of Foundation from donations and other fund raising activities of Foundation. For the purposes of this paragraph the net income of the Foundation is the gross receipts of the Foundation from all sources less the following:

A. The ordinary and necessary expenses of Foundation, including expense reimbursements to Club for use by Foundation of the curling facility.

B. Expenditures by Foundation consistent with Foundation's tax exempt

purpose for the enhancement of the Curling Club program or the sport of curling, provided however, that until the lease revenue bonds have been paid in full, no such expenditure shall occur without prior approval of Club.

C. A reasonable reserve for future Foundation operating expenses.

The credit under this paragraph shall be determined annually not later than January 31 of each year. The credit shall be applied to reduce or eliminate successive payments due from Club until the credit has been applied in full. The parties recognize that fund raising though donations to Foundation and through other fund raising activities by the parties during the off-season and throughout the year is vital to payment of the debt retirement costs and to payment of the other expenses for operation of the curling facility. Accordingly, the parties shall use their best efforts to maximize such fund raising.

4. OPERATING EXPENSES. Club will be responsible for all costs of operation of the curling facility including but not limited to interior and exterior repairs, maintenance, utilities, insurance, cleaning, landscaping, ground's maintenance, lighting and snow plowing all to the extent Foundation is obligated for such expenses under the terms of the Primary Lease.

5. EXPENSE REIMBURSEMENTS. Foundation shall reimburse Club for expenses associated with the use by Foundation of the curling facility. Reimbursement shall be at rates and amounts determined from time to time by agreement between the parties and shall be sufficient to reasonably cover all Club costs including rental payments associated with the period of use by Foundation.

6. COMPLIANCE WITH PRIMARY LEASE. Club and Foundation shall at all times comply with all terms and conditions of the Primary Lease. Neither party shall do any act or permit any act to occur or condition to exist which would constitute a violation or default by Foundation under the terms of the Primary Lease.

7. OPTIONS TO EXTEND. Club shall have the same options to extend this sublease for up to five (5) additional terms of five (5) years each as are provided in the primary lease. Written notice of exercise of any option shall be given by Club to Foundation not less than one (1) year before the expiration of the original or any extended term of this sublease and in sufficient time to permit exercise by Foundation of its option to extend the Primary Lease. Foundation agrees to timely exercise each option to renew the primary lease for so long as the facility is in active use for curling by Club.

8. USE AND SCHEDULING. Club shall be entitled to make full use of the facility to the extent and in any manner consistent with the Primary Lease. Club shall have priority in scheduling activities during both the curling season and the

off season subject however to the priority of the Village of McFarland under the Primary Lease for scheduling activities during the off season.

9. **TAX EXEMPT STATUS.** Foundation is a non-stock, nonprofit Wisconsin Corporation that is exempt from taxation under the provisions of Section 501(c)(3) of the Internal Revenue Code. No provision of this sublease shall be construed or interpreted in such a way as to invalidate the tax exempt status of Foundation. No provision of this sublease providing for receipt or use of funds shall be interpreted or construed to permit Foundation to receive or use such funds in a manner inconsistent with its tax exempt status.

10. DAMAGE OR DESTRUCTION OF THE PREMISES. If the premises are damaged by fire or the elements, then the same shall be repaired as quickly as possible by and at the expense of Foundation as required or permitted under the primary lease. If Foundation shall undertake to repair or restore the premises, it shall initiate and pursue the work necessary to restore the premises with all reasonable dispatch, in a manner consistent with sound construction methods. Rents payable hereunder shall be abated for the period when the premises are not able to be occupied only if insurance proceeds are available to cover such lost rents. Following the completion of repairs and the restoration of the premises, Club shall be restored to occupancy of the premises and rental shall resume, whereupon this lease shall continue. In case of destruction of the premises, Foundation shall not exercise any option to terminate the primary lease without prior written consent of Club. If the primary lease is terminated this sublease shall terminate. Foundation shall take all action required or permitted under the primary lease to secure maximum reimbursement for the loss of the premises.

11. EMINENT DOMAIN. If the whole or any part of the leased premises or parking area is taken by the exercise of the power of eminent domain so as to render the premises unsuitable for curling or so as to materially impair such use, then this sublease shall terminate as of the date of taking by the condemnor. Foundation shall take all actions required or permitted under the primary lease to secure maximum reimbursement for the loss of the premises. If there is a partial taking which is not extensive enough to render the premises unsuitable for curling, then Foundation shall take all actions required or permitted under the primary lease to accomplish the restoration of the premises to a condition comparable to its condition before the condemnation less the portion lost in the taking and this sublease shall continue in effect.

12. EARLY TERMINATION. If the primary lease is terminated due to damage or destruction of the premises or due to the exercise of the power of eminent domain, then this sublease shall terminate. However, the parties shall cooperate to secure or construct a new facility for curling. Any funds received by either party as

a result of the occurrence causing the early termination shall be applied for this purpose.

13. BINDING INTENT. This agreement shall run with the land and be binding upon the parties and their successors, transferees and assigns.

14. ASSIGNMENT. This agreement shall not be assigned or conveyed by either party without prior written approval from the other party.

15. MODIFICATION. No term of this agreement shall be varied or modified except by written agreement duly executed by the parties to this agreement.

16. NOTICES. Any notice required or permitted to be given under this lease shall be deemed sufficiently given or served if sent by certified mail to the other party at its last known address. Either party may by like written notice and from time to time designate a different address to which notices shall subsequently be sent. Notices given according to these provisions shall be deemed received when mailed.

17. FORCE MAJEURE. If either Foundation or Club is delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock outs, labor disputes, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of like nature not attributable to the negligence or fault of the party delayed in performing work or doing acts required under this lease, then performance of such act shall be excused for the period of the unavoidable delay and the period for performance of such act shall be extended for an equivalent period. This provision shall not excuse Club from the prompt payment of rent required under this sublease.

18. SEVERABILITY. It is mutually agreed that, in case any provision of this sublease is determined by any court to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this sublease remain in full force and effect.

19. GOVERNING LAW. This sublease shall be governed by and construed, interpreted and enforced according to the laws of the state of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this lease on this 13 day of August, 1997 at McFarland, Wisconsin.

WITNESS:

MADISON CURLING FOUNDATION, INC.

By: _____
President

By: _____
Secretary

MADISON CURLING CLUB, INC.

Thomas G. Hicks

by: _____
President

David J. Lynch

by: _____
Secretary

This document drafted by Walter H. Erbach.

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, May 27, 2025**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT: **Matt Schuenke, Village Administrator**

AGENDA ITEM: **Motion to approve request to raise the Pride Flag at the Municipal Center as a commemorative flag.**

PREVIOUS ACTION:
None.

ISSUE SUMMARY:
Enclosed within the packet is a request to raise the Pride Flag at the Municipal Center for the month of June. This request, if approved, would align with the flag raising event that is scheduled for June 4th at 5:00 pm.

FINANCIAL/BUDGET IMPACT:
None.

VILLAGE PLAN REFERENCE:
The Village has adopted Chapter 2 to guide the process to consider requests for flag raising. A request for to raise a commemorative flag is subject to approval by the Village Board including duration in accordance with Section 2.05(d)(1). Please click on this link to view the entire policy as background.

ORDINANCE REFERENCE:
None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
Motion to approve the request to raise the Pride Flag at the Municipal Center as a commemorative flag.

ATTACHMENTS:
1. Fw_ Pride Flag Raising Request

From: Krystal Johnson
To: Matt Schuenke
Subject: Fw: Pride Flag Raising Request
Date: Thursday, May 22, 2025 9:02:15 AM

Warm Regards,

Krystal Johnson (she,her,hers)
Diversity, Equity and Inclusion Strategist
Village of McFarland
608-838-3153

Book time to meet with me

From: cyndi.jaye@icloud.com <cyndi.jaye@icloud.com>
Sent: Wednesday, May 21, 2025 5:35 PM
To: Krystal Johnson <kjohnson@mcfarland.wi.gov>
Subject: Pride Flag Raising Request

I Cyndi Jaye am requesting the Pride Flag be Flown at the Village of McFarland municipal building for the month of June, in observation of Pride Month.

Cyndi Jaye
Sent from my iPhone

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, May 27, 2025**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT: **Matt Schuenke, Village Administrator**

AGENDA ITEM: **Motion to approve an agreement for professional services with Short Elliot Hendrickson, Inc. (SEH) for design, bidding, and construction administration of the Siggelkow Road roundabout improvements.**

PREVIOUS ACTION:
The Village Board accepted the final conceptual plan at its meeting on May 14, 2024 upon recommendation from the Plan Commission.

ISSUE SUMMARY:
WisDOT is current reconstructing the off ramps from USH 51 onto Siggelkow Road as roundabouts as opposed to their former control with stop signs. The initial plan by the State was to treat the center portion of the roundabouts with standard grass treatment. The Village worked on the proposed conceptual design within the packet to help improve the aesthetics of the center. The Village needs to design, bid, and award a contract for this work in order to align with the State's work as they finish up this work later this year. Design and bidding will happen this Summer, and then installation in the Fall as the project wraps up. The proposal included within the packet is from the designer that prepared the conceptual plan which is also certified by WisDOT for roundabout design.

FINANCIAL/BUDGET IMPACT:
The cost for this proposal is $14,960 which includes final design, bidding, and construction administration.

The estimated cost based on the plan for the two roundabouts is $250,000.

Both expenses are included as part of the approved 2026 Budget to be funded through Tax Increment District #6.

This same design is proposed to be applied to the proposed roundabout at Larson Beach Road that will be constructed in 2027. The Village will prepare a design and that work will be included within the State's contract where they also contribute to the cost for the project through their Community Sensitive Design program. That program was recently reestablished making the improvement eligible for Phase 6, but unfortunately not for Phase 7.

VILLAGE PLAN REFERENCE:
Proposed plan is included in the packet.

VILLAGE OF
McFarland

ORDINANCE REFERENCE:
None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
Motion to approve the agreement for professional services with Short Elliot Hendrickson, Inc. (SEH) for design, bidding, and construction administration.

ATTACHMENTS:
1. Agreement - McFarland RAB Planning
2. McFarlandSiggelkowRAB_2024.07.01

Agreement for Professional Services

This Agreement is effective as of May 9, 2025, between Village of McFarland (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Roundabout Planning**

Client's Authorized Representative: Matt Schuenke
Address: 5915 Milwaukee Street, McFarland, Wisconsin 53558
Telephone: 608.838.3153 **email:** Matt.Schuenke@mcfarland.wi.gov

Project Manager: Nate Day
Address: 6808 Odana Road, Suite 200, Madison, Wisconsin 53719
Telephone: 608.620.6185 **email:** nday@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Task 1 - Project Management
- Work includes client kickoff meeting, project management, WisDOT design and permit coordination, and one plan commission meeting for final approval.

Task 2 - Construction Documents
- Work includes landscape planting plan, hardscape plan and details
- Technical specifications related to planting and hardscape

Task 3 - Bidding
- Preparation of front-end specifications and bid document coordination
- Bid opening and bid tabulation
- Contracting

Task 4 - Construction Administration
- Review work within Right-of-Way Permit
- Submittals review and response
- Two site visits to verify design compliance

Assumptions: Right-of-way permit will be needed for work. It is assumed that the contractor will be responsible for obtaining the permit, including supplying a lane closure plan. SEH to review and provide feedback prior to submittal.

Construction of hardscape and planting will be completed in the same construction season, likely in spring 2026, following the completion of the roundabout paving.

Design work is limited to the landscape and hardscape design behind the back of curb and within the roundabout circle (Exhibit 2 attached). All other paving and landscaping to be completed by the WisDOT project.

Final CAD geometrics and grading files to be supplied by Village or WisDOT to be used as basemap for improvements.

Village or WisDOT to provide updated as-built CAD files should any field adjustments be necessary.

Schedule:

Task	Date
Construction Documents	July 2025
Bidding	August 2025
Construction Administration	October 2025

Payment: The lump sum fee is $14,960 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None.

Short Elliott Hendrickson Inc.		**Village of McFarland**	
By:	Nate Day	By:	
Full Name:	Nate Day	Full Name:	
Title:	Project Manager	Title:	

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars ($500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars ($5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.
4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
2. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

PREFERRED CONCEPT - The Welcome ‘M’

Design Data to DOT

- Red DOT pavement treatment in RAB truck apron
- Dark grey concrete in splitter islands. Color to match Farwell Street terrace treatment.
- Green DOT pavement treatment in pedestrian crosswalk
- Mounded central island in compliance with WisDOT FDM 11-26 Figure 40.1, 6’ total height from ground elevation.
- McFarland “M”, composed of bluestone flagstone paving within bed of buff colored decomposed granite
- Decomposed granite paving within a 6’ wide “Sight Line Area”
- Drought and salt tolerant perennials and ornamental grasses plantings (recommended species follows).
- No permanent irrigation will be provided.

Salt and Drought Tolerant Plants for Island Planting

Juniperus horizontalis
creeping juniper

Rhus aromatica 'Gro Low'
'Gro Low' fragrant sumac

Arctostaphylos uva-ursi
Bearberry

Nepeta 'Walkers Low'
walkers low catmint

Allium
ornamental onion

Asclepias tuberosa
butterfly weed

Gallardia
blanketflower

Liatris spicata
spike gayfeather

Salvia 'May Night'
May Night Meadow Sage

Perovskia 'little spire'
Russian sage

Sedum
Autumn Joy Sedum

Panicum virgatum
switchgrass

Schizachrium scoparium
little bluestem

Sporobolus heterolepis
prairie dropseed

Bouteloua curtipendula
side oats gamma

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, May 27, 2025**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT: **Matt Schuenke, Village Administrator**

AGENDA ITEM: **Discussion and action regarding the plan for borrowing in order to fund the 2025 Capital Improvement Plan as presented by Carol Wirth of Wisconsin Public Finance Professionals.**

PREVIOUS ACTION:
The Village Board adopted the budget for the current year at its meeting on November 25, 2024 which is consistent for the anticipated borrowing included in the packet.

ISSUE SUMMARY:
Included within your packet is a report outlining the plan for borrowing in 2025. Carol will be present to go over this information with the Village Board and answer any questions that are raised. Our borrowing needs for 2025 are summarized as follows:

- **Capital Projects Fund Unspent Proceeds** - The projects listed within this column were approved as part of the 2025 Budget, but are proposed to be funded with borrowed money from 2024. The unspent debt proceeds from 2024 were borrowed to advance the design work for the Community Center which was put on hold later in the year. Some of those unspent proceeds will be held onto to begin planning for the project again at some point this year, but otherwise all of those proceeds need to be expended by the mid-point of 2026. Using those funds now allows the Village to lower its borrowing needs for this year, and if design advances in future the years the board holds discretion on the new amount it needs to borrow. Changes for items listed in this column include deferring the Police Records Management System to a future year, using general purpose revenues for public safety, and removing the safe haven box. This would result in a reduction in expenses of $175,000. The final cost of the ambulances are included now which result in an increase of $15,500.
- **Capital Projects Fund Note Issuance** - The use of unspent loan proceeds above covers all of our needs for the coming year but for our two major capital initiatives in 2025. We would still borrow for the street portion of the Paving and Utility Plan that has already been awarded. Work is now underway for this effort to be completed in the Fall. The budgetary amount for this project was sufficient to pay for the contract award. The Community Park is the second initiative which was advanced recently to design and bidding for consideration of contract award in September. This project as we know is projected over the budgeted allotment by approximately $700,000. We are planning to make up this shortfall through use agreements with the McFarland Soccer Club and School District which will be considered later this Summer. Either way, we have to have

the money up front as those agreements would pay the debt service back overt time. While this is more than we intended to borrow for this one item, overall we are borrowing a little over $1 million less than the budget anticipated through the use of the unspent debt proceeds and other reductions in spending.

- **Stormwater Utility Fund Note Issuance** - Also part of this note issuance is to continue advancing elements of the Stormwater Management Plan. The first year of this was conducted last year and we would continue this effort to clean out our detention basins. Additionally, this includes shares in equipment/vehicles expenses that were approved for replacement this year.

Not included for action at this meeting but for consideration at a future meeting will be borrowing to support the water and sewer needs. The main effort for water will be through the State's Safe Drinking Water loan program helping the Village to access low interest rates for these necessary main replacement projects. The rest of the capital needs for both water and sewer will be through short term revenue bonds given the low amount that is needed.

This is presented as a summary of the information generally to be discussed.

FINANCIAL/BUDGET IMPACT:
The financial impact is detailed within the attached report and will be reviewed as part of our meeting. The proposed borrowing amount is $4,200,000 is less than what was anticipated within the 2025 Budget mainly due to the application of unspent debt proceeds.

VILLAGE PLAN REFERENCE:
2025-2029 Capital Improvement Plan

2025 Budget

ORDINANCE REFERENCE:
None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
Recommended Action:

Motion, second to accept the plan for borrowing in order to fund the 2025 Capital Improvement Plan as presented by Carol Wirth of Wisconsin Public Finance Professionals.

ATTACHMENTS:
1. Report on Financing 2025 CIP Projects
2. 2025 Anticipated Borrowing 05152025 mgs

McFarland Village Board

Report on Financing 2025 CIP Projects

Dated: May 27, 2025

Prepared by: Carol Ann Wirth, President

Wisconsin Public Finance Professionals, LLC

155 South Executive Drive, Suite 211, Brookfield WI 53005 (414) 434-9644

VILLAGE BOARD STATUTORY BORROWING AUTHORITY

General Obligation Promissory Notes

The Village Board is authorized to issue general obligation debt under Wisconsin Statutes Chapter 67. General Obligation Promissory Notes ("Notes") are authorized pursuant to Section 67.12(12) of the Wisconsin Statutes. The Village Board has authority under this Statute to issue Notes with approval of a majority vote of a quorum of the Village Board on an award resolution, at a future date, locking in final terms, including principal amount, repayment schedule and interest rates.

General Obligation debt is secured by taxes levied on all taxable property in the Village.

Water and Sewer System Revenue Obligations

Water and Sewer System Revenue Bond Anticipation Notes ("**BANs**") are authorized pursuant to Section 66.0621(4)(L) of the Wisconsin Statutes. The Village Board has authority under this Statute to issue Revenue BANs with approval by a majority vote of a quorum of the Village Board on the BAN Resolution, at a future date, locking in final terms, including principal amount, repayment schedule, interest rates and various covenants. Revenue BANs are typically referred to as short-term interim financing. The maximum amortization period for Revenue BANs is 5 years.

Revenue BANs are repaid with Water and Sewer Utility revenues generated by the water and sewer user rates Revenue BANs do not have a tax levy pledge as the security for bondholders. Therefore, Revenue BANs do not count against the Village's legal debt limit.

1. **$4,200,000 GENERAL OBLIGATION PROMISSORY NOTES – 2025 CIP ("2025 NOTES")**

The 2025 G.O. Notes would provide funding for 2025 CIP general Village projects and Stormwater projects as follows:

General Village

DPW	Paving and Utility Plan -	$ 885,500
Parks	CP Phase (2) Build -	2,700,000
		$3,585,500

Stormwater

DPW	Facility Equipment -	$ 7,000
DPW	Mowers X 2 -	36,000
DPW	Patrol Truck -	47,000
DPW	Paving and Utility Plan -	78,500
DPW	Stormwater Maintenance -	450,000
		$ 618,500

ESTIMATED SOURCES & USES OF FUNDS

The Notes are structured as one combined issue for marketing while maintaining a breakdown by each purpose as shown in the Sources and Uses of Funds below.

$4,200,000 G.O. Promissory Notes 2025 Est. Sources and Uses of Funds

Dated 08/01/2025 | Delivered 08/01/2025

	Village Purposes	Stormwater Purposes	Total 2025 G.O. Notes
Sources Of Funds			
Par Amount of Notes	$3,585,000.00	$615,000.00	$4,200,000.00
Est. Reoffering Premium	111,062.00	18,255.30	129,317.30
Total Sources	**$3,696,062.00**	**$633,255.30**	**$4,329,317.30**
Uses Of Funds			
Total Est. Underwriting Expenses*	80,065.00	13,735.00	93,800.00
Deposit to Project Construction Fund	3,585,000.00	615,000.00	4,200,000.00
Est. Excess Premium Deposit to Debt Service	30,997.00	4,520.30	35,517.30
Total Uses	**$3,696,062.00**	**$633,255.30**	**$4,329,317.30**

*Underwriting expenses includes Municipal Advisor, Bond Counsel, Rating and Underwriting

ESTIMATED DEBT SERVICE SCHEDULE

The Notes are structured and marketed as one issue for both combined purposes. Principal will be repaid over a 10-year period (March 1, 2026 – 2035). Interest is paid semiannually on March 1 and September 1. The Notes will have a prepayment date of March 1, 2033. The estimated true interest cost is 3.83% including all expenses of issuance included in the rate and paid by the underwriter. The final rate will be known when the Notes are sold at competitive sale on July 8, 2025.

$4,200,000 General Obligation Promissory Notes 2025 Est. Debt Service

Calendar Year	Principal (3/01)	Rates	Estimated Interest	Total Est. Debt Service
2025	-	-	-	-
2026	175,000.00	4.000%	178,500.00	353,500.00
2027	480,000.00	4.000%	151,400.00	631,400.00
2028	340,000.00	4.000%	135,000.00	475,000.00
2029	230,000.00	4.000%	123,600.00	353,600.00
2030	235,000.00	4.000%	114,300.00	349,300.00
2031	510,000.00	4.000%	99,400.00	609,400.00
2032	455,000.00	4.000%	80,100.00	535,100.00
2033	550,000.00	4.000%	60,000.00	610,000.00
2034	600,000.00	4.000%	37,000.00	637,000.00
2035	625,000.00	4.000%	12,500.00	637,500.00
-	**$4,200,000.00**	**Est. TIC 3.83%**	**$991,800.00**	**$5,191,800.00**

BREAKDOWN OF GENERAL VILLAGE AND STORMWATER PORTION OF 2025 G.O. NOTES

$3,585,000 Village Portion of 2025 Notes Combined with Village Purpose Debt Service

Calendar Year	Principal (3/01)	Rates	Estimated Interest	2025 Notes Total Est. Debt Service	Village Purp Existing Debt Service	Combined Est. Debt Service
2025	-	-	-	-	-	-
2026	125,000.00	4.000%	152,850.00	277,850.00	4,812,844.00	5,090,694.00
2027	425,000.00	4.000%	129,900.00	554,900.00	4,685,628.00	5,240,528.00
2028	285,000.00	4.000%	115,700.00	400,700.00	4,196,247.00	4,596,947.00
2029	175,000.00	4.000%	106,500.00	281,500.00	4,079,022.00	4,360,522.00
2030	175,000.00	4.000%	99,500.00	274,500.00	3,747,819.00	4,022,319.00
2031	450,000.00	4.000%	87,000.00	537,000.00	3,291,269.00	3,828,269.00
2032	390,000.00	4.000%	70,200.00	460,200.00	3,422,928.00	3,883,128.00
2033	480,000.00	4.000%	52,800.00	532,800.00	3,102,425.00	3,635,225.00
2034	530,000.00	4.000%	32,600.00	562,600.00	2,387,709.00	2,950,309.00
2035	550,000.00	4.000%	11,000.00	561,000.00	1,731,469.00	2,292,469.00
2036	-	-	-	-	1,695,894.00	1,695,894.00
2037	-	-	-	-	1,660,319.00	1,660,319.00
2038	-	-	-	-	1,624,209.00	1,624,209.00
2039	-	-	-	-	1,587,031.00	1,587,031.00
2040	-	-	-	-	1,549,318.00	1,549,318.00
2041	-	-	-	-	1,511,606.00	1,511,606.00
2042	-	-	-	-	431,375.00	431,375.00
-	**$3,585,000.00**	-	**$858,050.00**	**$4,443,050.00**	**$45,517,112.00**	**$49,960,162.00**

$615,000 Stormwater Portion of 2025 Notes Combined with Stormwater Purpose Debt Service

Calendar Year	Principal (3/01)	Rates	Estimated Interest	2025 Notes Total Est. Debt Service	Stormwater Existing Debt Service	Combined Est. Debt Service
2025	-	-	-	-	-	-
2026	50,000.00	4.000%	25,650.00	75,650.00	149,400.00	225,050.00
2027	55,000.00	4.000%	21,500.00	76,500.00	155,200.00	231,700.00
2028	55,000.00	4.000%	19,300.00	74,300.00	165,500.00	239,800.00
2029	55,000.00	4.000%	17,100.00	72,100.00	170,300.00	242,400.00
2030	60,000.00	4.000%	14,800.00	74,800.00	179,600.00	254,400.00
2031	60,000.00	4.000%	12,400.00	72,400.00	183,400.00	255,800.00
2032	65,000.00	4.000%	9,900.00	74,900.00	181,900.00	256,800.00
2033	70,000.00	4.000%	7,200.00	77,200.00	175,300.00	252,500.00
2034	70,000.00	4.000%	4,400.00	74,400.00	178,500.00	252,900.00
2035	75,000.00	4.000%	1,500.00	76,500.00	-	76,500.00
-	**$615,000.00**	-	**$133,750.00**	**$748,750.00**	**$1,539,100.00**	**$2,287,850.00**

PRELIMINARY PRICING SCHEDULE

Interest rates and yields shown reflect results for comparable Wisconsin issues selling during the week of May 12, 2025 and are not intended to represent or guarantee the actual interest rates and yields for the Village's Notes selling at a later date in 2025.

$4,200,000 General Obligation Promissory Notes 2025 Preliminary Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price		Dollar Price
03/01/2026	Serial Coupon	4.000%	3.100%	175,000.00	100.514%		175,899.50
03/01/2027	Serial Coupon	4.000%	3.120%	480,000.00	101.347%		486,465.60
03/01/2028	Serial Coupon	4.000%	3.150%	340,000.00	102.090%		347,106.00
03/01/2029	Serial Coupon	4.000%	3.150%	230,000.00	102.856%		236,568.80
03/01/2030	Serial Coupon	4.000%	3.200%	235,000.00	103.383%		242,950.05
03/01/2031	Serial Coupon	4.000%	3.250%	510,000.00	103.799%		529,374.90
03/01/2032	Serial Coupon	4.000%	3.300%	455,000.00	104.109%		473,695.95
03/01/2033	Serial Coupon	4.000%	3.400%	550,000.00	103.978%		571,879.00
03/01/2034	Serial Coupon	4.000%	3.450%	600,000.00	103.640%	c	621,840.00
03/01/2035	Serial Coupon	4.000%	3.550%	625,000.00	102.966%	c	643,537.50
Total	-	-	-	**$4,200,000.00**	-	-	**$4,329,317.30**

Par Amount of Notes	$4,200,000.00
Reoffering Premium or (Discount)	129,317.30
Gross Production	$4,329,317.30
Total Underwriter's Discount (2.233%)	$(93,800.00)
Total Purchase Price	$4,235,517.30
True Interest Cost (TIC)	3.8339766%

LEGAL DEBT LIMIT CALCULATION FOR GENERAL OBLIGATION DEBT

Equalized Valuation (2024) as certified by Wisconsin Department of Revenue	$1,701,717,900
Legal Debt Percentage Allowed	5.00%
Legal Debt Limit	$85,085,895
General Obligation Debt Outstanding Including the 2025 Notes	$46,845,000
Unused Margin of Indebtedness	$38,240,895
Percent of Legal Debt Incurred	55.06%
Percent of Legal Debt Available	44.94%

Note: The legal debt limit will increase when the 2025 equalized valuation becomes available in August 2025.

2. **WATER AND SEWER SYSTEM REVENUE BOND ANTICIPATION NOTES 2025 ("BANs")**

The BANs would provide permanent funding for some 2025 CIP water and sewer utility projects, and interim financing for 2025 CIP water utility projects that are expected to be refinanced with long-term permanent financing from the State of Wisconsin's Safe Drinking Water Loan program at a later date, as follows:

Water Utility

DPW	Facility Equipment	$ 15,500
DPW	Patrol Truck	$ 47,000
DPW	Pickup Truck	$ 26,500
		$ 89,000

Sewer Utility

DPW	Patrol Truck	$ 47,000
DPW	Pickup Truck	$ 26,500
DPW	San. Sewer TV & Cleaning	$ 100,000
		$ 173,500

SDWL Projects

DPW	Paving and Utility Plan	$2,027,000
DPW	Well #5 Design	$ 200,000
		$2,227,000

ESTIMATED SOURES & USES OF FUNDS

The BANs are structured as one combined issue for marketing while maintaining a breakdown by each purpose as shown in the Sources and Uses of Funds below:

$2,560,000 Water & Sewer Revenue BAN 2025 Est. Sources and Uses of Funds

Dated 08/28/2025 | Delivered 08/28/2025

	SDW Loan Purposes	Water Purpose	Sewer Purpose	2025 Water & Sewer Rev BAN
Sources Of Funds				
Par Amount of Revenue BANs	$2,285,000.00	$95,000.00	$180,000.00	$2,560,000.00
Est. Reoffering Premium	9,734.10	354.80	672.05	10,760.95
Total Sources	**$2,294,734.10**	**$95,354.80**	**$180,672.05**	**$2,570,760.95**
Uses Of Funds				
Est. Underwriting Expenses	17,137.50	712.50	1,350.00	19,200.00
Est. Costs of Issuance Paid by Village	50,252.15	2,089.26	3,958.59	56,300.00
Deposit to Project Construction Fund	2,227,000.00	89,000.00	173,500.00	2,489,500.00
Est. Excess Proceeds Deposit to Debt Service	344.45	3,553.04	1,863.46	5,760.95
Total Uses	**$2,294,734.10**	**$95,354.80**	**$180,672.05**	**$2,570,760.95**

Note: The dollar amount of the BANs is currently shown as $2,560,000, however, it is subject to change based on the actual amount of reoffering premium received from investors, and the actual amount of underwriting expenses included in the winning bid received on the day of sale.

ESTIMATED DEBT SERVICE SCHEDULE

The BANs are structured and marketed as one issue for all combined purposes. Principal will be repaid on May 1, 2028-2030. Interest is paid semiannually beginning on November 1, 2025. The BANs will have a prepayment date beginning May 1, 2026 to accommodate the availability of the SDW Loan in 2026 or 2027, which will pay off a large portion of the BAN. The estimated true interest cost is 4.13% and includes the estimated underwriting expenses. The Village will pay all other expenses of issuance (Municipal Advisor, Bond Counsel, Rating) out of the proceeds of the BANs. The final interest rate will be known when the BANs are sold at competitive sale on August 12, 2025.

$2,560,000 Water & Sewer Revenue BAN 2025 Est. Debt Service (Combined Purposes)

Calendar Year	Principal (5/01)	Rates	Estimated Interest	Total Est. Debt Service
2025	-	-	17,920.00	17,920.00
2026	-	-	102,400.00	102,400.00
2027	-	-	102,400.00	102,400.00
2028	2,345,000.00	4.000%	55,500.00	2,400,500.00
2029	105,000.00	4.000%	6,500.00	111,500.00
2030	110,000.00	4.000%	2,200.00	112,200.00
-	**$2,560,000.00**	**-**	**$286,920.00**	**$2,846,920.00**

BREAKDOWN OF BANS' DEBT SERVICE BY PURPOSE

$95,000 Water Utility Portion of 2025 Revenue BAN Est. Debt Service

Calendar Year	Principal (5/01)	Rates	Estimated Interest	Total Est. Debt Service
2025	-	-	665.00	665.00
2026	-	-	3,800.00	3,800.00
2027	-	-	3,800.00	3,800.00
2028	25,000.00	4.000%	3,300.00	28,300.00
2029	30,000.00	4.000%	2,200.00	32,200.00
2030	40,000.00	4.000%	800.00	40,800.00
-	**$95,000.00**	**-**	**$14,565.00**	**$109,565.00**

$180,000 Sewer Utility Portion of 2025 Revenue BAN Est. Debt Service

Calendar Year	Principal (5/01)	Rates	Estimated Interest	Total Est. Debt Service
2025	-	-	1,260.00	1,260.00
2026	-	-	7,200.00	7,200.00
2027	-	-	7,200.00	7,200.00
2028	35,000.00	4.000%	6,500.00	41,500.00
2029	75,000.00	4.000%	4,300.00	79,300.00
2030	70,000.00	4.000%	1,400.00	71,400.00
-	**$180,000.00**	**-**	**$27,860.00**	**$207,860.00**

$2,285,000 SDW Loan Portion of 2025 Revenue BAN Est. Debt Service

Calendar Year	Principal (5/01)	Rates	Estimated Interest	Total Est. Debt Service
2025	-	-	15,995.00	15,995.00
2026	-	-	91,400.00	91,400.00
2027	-	-	91,400.00	91,400.00
2028	2,285,000.00	4.000%	45,700.00	2,330,700.00
-	**$2,285,000.00**	**-**	**$244,495.00**	**$2,529,495.00**

PRELIMNARY PRICING SCHEDULE

Interest rates and yields shown reflect results for comparable Wisconsin issues selling during the week of May 12, 2025 and are not intended to represent or guarantee the actual interest rates and yields for the Village's BANs selling at a later date in 2025.

$2,560,000 Water & Sewer System Revenue BANs 2025 Preliminary Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price		Dollar Price
05/01/2028	Serial Coupon	4.000%	3.350%	2,345,000.00	100.426%	c	2,354,989.70
05/01/2029	Serial Coupon	4.000%	3.400%	105,000.00	100.393%	c	105,412.65
05/01/2030	Serial Coupon	4.000%	3.500%	110,000.00	100.326%	c	110,358.60
Total	**-**	**-**	**-**	**$2,560,000.00**	**-**	**-**	**$2,570,760.95**

Par Amount of BANs	$2,560,000.00
Reoffering Premium or (Discount)	10,760.95
Gross Production	$2,570,760.95
Total Underwriter's Discount (0.750%)	$(19,200.00)
Total Purchase Price	$2,551,560.95
True Interest Cost (TIC)	4.1277218%

COVERAGE CALCULATION

Revenue Bonds or BANs are not secured by tax levy. Instead, they are secured by the pledge of net revenues of the Water and Sewer System and a restricted reserve fund. Operating revenues, minus operating expenses = Net Revenues.

The Village issued $3,650,000 of Water and Sewer Revenue Bonds in 2022 and $1,825,000 Water and Sewer System Revenue Bond Anticipation Notes in 2024. In addition, the Village has issued $3,353,636 of Sewerage System Revenue Bonds, Series 2025A to the State of Wisconsin Clean Water Fund Loan program, and is in the process of issuing $1,449,436 of Water System Revenue Bonds, Series 2025B to the State of Wisconsin Safe Drinking Water Loan program, which will pay off $1,275,000 of the 2024 BANs. The resolutions for this existing debt include a covenant which requires the Net Revenues of the combined water and sewer utilities to be at least 125% of the combined annual existing debt service requirement, plus any new debt service, excluding balloon payments on BANs ("coverage requirement").

Below is an example of this coverage calculation based on the preliminary 2024 water and sewer utility financials, plus the estimated increase in annual revenues from the March 2025 sewer rate increase.

2024 Gross Earnings	$3,817,264
Minus 2024 O&M Expenses	(2,887,209)
Plus 2025 Sewer Rate Increase	125,000
2024 Net Revenues	$1,055,055
Combined Highest Est. Debt Service For Existing and New Revenue Debt	$ 803,171

2024 Net Revenues divided by Est. Debt Service = 1.31 X Coverage

Therefore, the Village is compliant with the coverage required to issue the 2025 BANs. However, in addition to providing for the revenue debt service, Net Revenues must also provide for the Water Utility's payment in lieu of taxes and for existing general obligation debt service previously issued for water and sewer utility purposes.

METHOD OF SALE

Wisconsin Law allows General Obligation Notes and Revenue Obligations to be sold at Public or Negotiated Sale.

- **Public Sale** – Village Advertises for Underwriter Nation-wide – to Submit Bid on Specific Date and Time
  Underwriter's Bid Dependent Upon –

  Market Conditions on Day of Bid
  Number of Issues Underwriter Will Bid on (Bidding Calendar) or Purchase That Day
  Limited Ability to Pre-sell Notes - Risk May be Built into Bid as Cost to Village
  Underwriting Cost Locked in on the Day of Sale
  Underwriter Submits Bid on Bid Form per Bidding Parameters in "Official Notice of Sale"
  Market Conditions are Monitored by Municipal Advisor Throughout Borrowing Timeline
  Local Banks Participate Through Their Broker/Dealer Relationships
  Village Has Flexibility to Change Dollar Amount and Structuring Terms After Bids are Opened

- **Negotiated Sale** – Underwriter is Selected by Village Through RFP Process or Based on Historical Experience
  Underwriter Provides Assistance to Village in Advance of Entering the Bond Market -
  Updates and Advises Village of Changes to Market Conditions, Interest Rates
  Investors and Local Banks Contacted Early to Determine Interest in Purchasing Notes/Bonds
  Reduces Underwriter's Risk of Unsold Notes - Potential for Lower Underwriting Cost
  Cost of Underwriting Locked in Prior to Sale Date
  Underwriter Has Flexibility to Capture Market Opportunities Several Days in Advance of Award
  Village Has Flexibility to Change Dollar Amount and Structuring Terms Up to Time of Order Period
  Underwriter Provides Village with Comparable Sales in Market

The Village of McFarland historically has used both sale methods. However, since 2019, the Village has used the public sale method. The Village has strong historical market acceptance and a high-quality bond rating. Current market conditions should result in multiple bids received at public sale.

FINANCING TIMELINE

	2025 G.O. Notes	2025 Rev BANs
Village Board Presentation – Report on Financing 2025 CIP	May 27	May 27
Coordinate Financing Team / Prepare Official Statement Official Statement to Village for Review	May – June 17	May – July 11
Official Statement Submitted to Moody's	June 18	July 14
Moody's Conference Call (G.O. Rating Aa2) (Rev Rating Aa3)	June 24 or 25	July 17 or 18
Official Statement Distributed to Underwriters	June 25	July 21
Moody's Rating Released; Credit Report Available	July 2	August 4
Bids Received 10:30 A.M. Village Board Adopts Final Award Resolution P.M. (Sale)	July 8	August 12
Closing; Delivery of Funds to Village	August 1	August 26

Capital Improvement Program

Village of McFarland

Program Year: 2025

Anticipated Borrowing by Project

Projects	Dept	Capital Projects - Fund 400		Utility - 600		Stormwater	Total
		Unspent Proceeds	New Borrowing	Water	Sewer	Fund 605	
General Tech Equipment	Facilities	30,000					30,000
Equipment	Police	15,250					15,250
RMS System	Police	-					-
Traffic Safety	Police	-					-
Ambulance (x 2)	Fire/EMS	729,000					729,000
Fire Equipment	Fire/EMS	58,750					58,750
Safe Haven Box	Fire/EMS	-					-
Facility Equipment	DPW	16,000		15,500		7,000	38,500
Mowers x 2	DPW	36,000				36,000	72,000
Patrol Truck	DPW	47,000		47,000	47,000	47,000	188,000
Paving and Utility Plan	DPW		885,500	2,027,000		78,500	2,991,000
Pickup Truck	DPW	26,500		26,500	26,500		79,500
San. Sewer TV and Cleaning	DPW				100,000		100,000
Sidewalk Replace	DPW	100,000					100,000
Stormwater Maintenance	DPW					450,000	450,000
Street Maintenance	DPW	150,000					150,000
Street Tree Planting	DPW	30,000					30,000
Tool Cat Machine	DPW	85,000					85,000
Vehicle Lift	DPW	150,000					150,000
Well #5 (Design)	DPW			200,000			200,000
CP Phase 2 (Build)	Parks		2,700,000				2,700,000
Pedestrian Ways (Trails)	Parks	100,000					100,000
Planning (Conservancy)	Parks	20,000					20,000
Total Estimated Actual Borrowing		1,593,500	3,585,500	2,316,000	173,500	618,500	8,287,000

Borrowing Type	Approved Budget	Estimated Actual	Difference
2024 Unspent Note Proceeds *	1,753,000	1,593,500	(159,500)
GO Note Issuance - 10 year term	2,885,500	3,585,500	700,000
Utility Rev Bonds (State) - 10-20 year term	2,489,500	2,489,500	0
Stormwater Note Issuance - 10 year term	618,500	618,500	0
Total Proposed Borrowing	7,746,500	8,287,000	540,500

* The 2025 Budget was approved to borrow $4,638,500; however, there are unspent debt proceeds from 2024 that can be used instead of borrowing additional money this year. The projects listed under Unspent Proceeds will use existing borrowed money we received last year. The New Borrowing is projected at $3,585,500 which is a reduction in the amount of anticipated borrowing by $1,053,000.

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, May 27, 2025**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT: **Matt Schuenke, Village Administrator**

AGENDA ITEM: **Discussion and action regarding Resolution #2025-12: a resolution authorizing the issuance sale of up to $1,449,436 Water System Revenue Bonds, Series 2025B and providing for other details and covenants with respect thereto.**

PREVIOUS ACTION:
The Village Board awarded the Revenue Bond Anticipation Note on August 15, 2024.

ISSUE SUMMARY:
The Village replaced the water mains with the 2024 Exchange Street Project and applied to the State through their Safe Drinking Water Fund loan program. This program provides low interest rate loans to municipalities helping to encourage replacement of critical aging infrastructure. This is a reimbursement program where we have to expend the funds and apply to the State to recoup our costs. Given the size of the project, a short term borrowing known as a Revenue Bond Anticipation Note (BAN) was taken out last year to cover the costs to complete the project. This is the final action on that borrowing to approve the resolution to receive funding from the State in order to payback the BAN. A summary of this action is included in your packet for review and will be presented in the meeting.

FINANCIAL/BUDGET IMPACT:
The costs for this are included within the borrowing and the responsibility of the Water Utility to pay back. This resolution finalizes the action on the borrowing for the project that started last year helping to save the Village money by moving this debt obligation from an interest rate of 3.9% to 2.2% over the life of the loan.

VILLAGE PLAN REFERENCE:
None.

ORDINANCE REFERENCE:
None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
Recommended Action:

> *Motion, second to approve Resolution #2025-12, a resolution authorizing the issuance sale of up to $1,449,436 Water System Revenue Bonds, Series 2025B and providing for other details and covenants with respect thereto.*

VILLAGE OF
McFarland

ATTACHMENTS:

1. SDW Loan Memo
2. McFarland Village (2025-07 SDW Water Rev Bond 2025B) Bond Resolution

WISCONSIN
Public Finance Professionals, LLC

155 South Executive Drive, Suite 211 | Brookfield, WI 53005
414-434-9644 | Fax 414-226-2014 | wipublicfinance.com

VILLAGE OF MCFARLAND

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO $1,449,436 WATER SYSTEM REVENUE BONDS, SERIES 2025b

Summary Explanation – May 27, 2025

Prepared by: Carol Ann Wirth, President
Wisconsin Public Finance Professionals, LLC

The Village applied to the State of Wisconsin Safe Drinking Water Fund Loan ("SDW Loan") program to provide permanent financing for the Exchange Street project costs. In 2024, the Village issued short-term Revenue Bond Anticipation Notes ("BANs") to provide interim financing for these projects in anticipation of receiving the SDW Loan at a later date. The SDW Loan will refinance the BANs with 20-year financing at a subsidized interest rate.

The SDW Loan is structured for the maximum amount approved by the State in the amount of $1,449,436 to be repaid over 20 years at 2.20%. The SDW Loan is not subject to an early prepayment. Estimated annual debt service payments will be approximately $89,600 per year through 2045. The SDW Loan is secured by a pledge of revenues generated by the Village's water and sewer system rates, and <u>not</u> by a tax levy, and as such are "revenue bonds."

The Village does have outstanding water and sewer system revenue bonds issued in 2022, a portion of the BANs issued in 2024 for water and sewer projects not included in the SDW Loan, and a Clean Water Fund Loan issued in April 2025. The SDW Loan is issued on "parity", or an "equal basis," with those outstanding revenue issues as to the pledge of revenues of the water and sewer system.

Because debt payments on revenue bonds are not supported by tax levy, a calculation must be performed annually to maintain "net income" generated by the water and sewer rates, to pay debt service by at least 1.25 X. Net income is calculated by subtracting O&M expenses from operating revenues. Debt service on all water and sewer revenue bonds is combined.

The Village Board is considering a resolution that authorizes the issuance and sale of $1,449,436 of revenue bonds to the State of Wisconsin Safe Drinking Water Loan program. The resolution refers to a "Financial Assistance Agreement" prepared by the State containing specific details and conditions of the Loan. This would be similar to a bid form the Village receives from an underwriter when selling notes in the municipal market. Adoption of the resolution is accepting these terms. The resolution also authorizes "calling" in a portion of the BANs that funded the projects and will be refinanced with the SDW Loan. WPFP will assist the Village with disseminating the proper Notice of Call to the bondholders not less than 30 days prior to the payoff date of July 11, 2025.

The closing date for the SDW Loan is July 9, 2025.

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO $1,449,436 WATER SYSTEM
REVENUE BONDS, SERIES 2025B AND PROVIDING FOR OTHER
DETAILS AND COVENANTS WITH RESPECT THERETO

WHEREAS, the Village of McFarland, Dane County, Wisconsin (the "Municipality") owns and operates a water and sewerage system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program No. 4990-07 by the State of Wisconsin Department of Natural Resources (the "Department of Natural Resources"), and as defined in Department of Natural Resources approval letter for the plans and specifications, or portions thereof, issued under Wis. Stat. Section 281.41 dated February 15, 2024 and assigned number W-2024-0074; and

WHEREAS, under the provisions of Chapter 66 of the Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality has heretofore issued $1,825,000 Water and Sewer System Revenue Bond Anticipation Notes, dated August 28, 2024 (the "2024 BANs") for the purpose of paying a portion of the costs of the Project; and

WHEREAS, pursuant to Wis. Stats. Section 66.0621(2)(b) any municipality may issue new bonds to provide funds for the payment of any outstanding bonds or notes issued under Section 66.0621 or Chapter 67 of the Wisconsin Statutes for purchasing, acquiring, constructing, extending, adding to, improving, conducting, controlling, operating and managing a public utility; and

WHEREAS, the Municipality has heretofore issued its $3,650,000 Water and Sewer System Revenue Bonds dated April 27, 2022 (the “2022 Bonds”) pursuant to a resolution adopted on April 11, 2022 (the “2022 Bond Resolution”); and

WHEREAS, the Municipality has heretofore issued its $3,353,636 Sewerage System Revenue Bonds, Series 2025A dated April 9, 2025 (the “2025A Bonds”); and

WHWEREAS, the 2024 BANs are secured by a first pledge of funds in the Interest and Principal Account of the Special Redemption Fund established under the 2022 Bond Resolution on a parity basis with the 2022 Bonds but are not secured by a pledge of the funds in the Reserve Account of the Special Redemption Fund established under the 2022 Bond Resolution; and

WHEREAS, the 2022 Bond Resolution permits the issuance of additional bonds on a parity with the 2022 Bonds, the 2024 BANs and the 2025A Bonds upon certain conditions, and those conditions have been met with respect to the issuance of bonds pursuant to this resolution; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell water system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621 of the Wisconsin Statutes, to pay the cost of the Project and to refund a portion of the 2024 BANs that funded costs of the Project; and

WHEREAS, other than "preliminary expenditures" as defined in the Treas. Reg. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the bonds authorized to be issued by this resolution, or other than a "de minimis" amount as defined in Treas. Reg. 26 CFR 1.150-2 in an amount not exceeding the lesser of $100,000 or 5% of the principal amount of the bonds authorized to be issued by this resolution, all of the proceeds loaned to the Municipality will be used for Project costs paid by the Municipality subsequent to (i) the date which is 60 days prior to the date on which the Municipality adopted a "declaration of intent" pursuant to Treas. Reg. 26 CFR 1.150-2 stating its intent to reimburse other funds of the Municipality previously used to finance the Project, or (ii) the date on which the bonds authorized herein are issued; and

WHEREAS, other than the 2022 Bonds, the 2024 BANs and the 2025A Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

(a) "Act" means Section 66.0621 of the Wisconsin Statutes;

(b) "Bond Registrar" means the Municipal Treasurer, who shall act as Paying Agent for the Bonds;

(c) "Bonds" mean the $1,449,436 Water System Revenue Bonds, Series 2025B of the Municipality dated their date of issuance, authorized to be issued by this Resolution;

(d) "Bond Year" means the twelve-month period ending on each May 1;

(e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance, and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;

(f) "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

(g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources

and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form presented to the Governing Body and incorporated herein by reference;

(h) "Fiscal Year" means the twelve-month period ending on each December 31;

(i) "Governing Body" means the Village Board of the Municipality, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from water charges imposed by the Municipality, all payments to the Municipality under any water service agreements between the Municipality and any contract users of the System, any tax incremental district revenues appropriated by the Governing Body to the System, and any other monies received from any source including all rentals and fees and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality, who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the Village of McFarland, Dane County, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Prior Bonds" means the 2022 Bonds, the 2024 BANs and the 2025A Bonds as each such term is defined in the preamble to this Resolution.

(p) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(q) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(r) "System" means the entire water and sewer systems of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality by means of which water is delivered and sewage treatment service is provided to consumers including all improvements and extensions thereto made by the Municipality while any of the Bonds, the 2022 Bonds, the 2024 BANs and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection

with such water and sewer systems and including all appurtenances, contracts, leases, franchises and other intangibles;

(s) "2025A Bonds" means the 2025A Bonds as defined in the preamble to this Resolution; and

(t) "2024 BANs" means the 2024 BANs as defined in the preamble to this Resolution;

(u) "2022 Bonds" means the 2022 Bonds as defined in the preamble to this Resolution; and

(v) "2022 Bond Resolution" means the 2022 Bond Resolution as defined in the preamble to this Resolution.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of $1,449,436; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the President and the Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Water System Revenue Bonds, Series 2025B" (the "Bonds"); shall be dated July 9, 2025; shall be numbered one and upward; shall bear interest at the rate of 2.200% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months; shall be issued in denominations of $0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement. Interest on the Bonds shall be payable commencing on November 1, 2025 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the President and the Clerk and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's registrar (the "Bond Registrar").

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bonds will be payable upon presentation and surrender of the Bonds to the Bond Registrar. Payment of principal on the Bonds and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by electronic transfer or by check or draft of the Municipality as directed by the registered owner, dated on or before the applicable payment date and, if by check or draft, mailed to such registered owner at his or its address as appears on such registration book or at such other address as may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of any holder thereof only against such Debt Service Fund and the revenues of the System pledged to such fund. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Bonds and Parity Bonds, certain funds of the System are hereby created and established which shall be used solely for the following respective purposes:

(a) Revenue Fund, into which shall be deposited as received the entire Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.

(b) Operation and Maintenance Fund, which shall be used for the payment of Current Expenses.

(c) Debt Service Fund, which shall be used for the payment of the principal of, premium, if any, and interest on the Bonds and any Parity Bonds as the same becomes due.

(d) Depreciation Fund, which may be expended for repairs, replacements, new construction, extensions or additions to the System. Any money on deposit in the Depreciation Fund not required during the current Fiscal Year for purposes of the Depreciation Fund, may be transferred to the Surplus Fund.

(e) Surplus Fund, which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the Funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System or for any other lawful purpose.

Section 7. Application of Revenues. After the delivery of the Bonds, the entire Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

(a) to the Operation and Maintenance Fund, an amount equal to the estimated Current Expenses for such month and for the following month (after giving affect to available amounts in said Fund from prior deposits);

(b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Bonds and any Parity Bonds coming due during such Bond Year (after giving affect to available amounts in said account from accrued interest, any premium or any other source);

(c) to the Depreciation Fund, an amount determined by the Governing Body to be sufficient to provide a proper and adequate depreciation account for the System;

(d) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any Fund required or permitted by subsection (a) through (c) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in

any event to pay the interest on the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other Funds and Accounts and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34 of the Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m) of the Wisconsin Statutes. The other funds herein created (except the Water System SDWLP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m) of the Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing water services for public purposes shall be charged against the Municipality and shall, to the extent permitted by law, be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Bonds, any Parity Bonds, and any other debt obligations payable from the revenues of the System then outstanding times the greater of (i) 110%, or (ii) the highest debt service coverage ratio required with respect to any debt obligations payable from the revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; but neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Safe Drinking Water Loan Program. However, such additional

Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the additional Parity Bonds then to be issued or on any debt obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as an independent certified public accountant, consulting professional engineer, a registered municipal adviser or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the Funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional Parity Bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional Parity Bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to $1,449,436, and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as herein above provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Water System SDWLP Project

Fund." The Water System SDWLP Project Fund shall be used solely for the purpose of paying the costs of the Project (including capitalized interest, if any, on the Bonds) and to refund a portion of the 2024 BANs that funded costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Water System SDWLP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest by the U.S. Government, or by a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended, the Municipality shall establish and maintain a separate account for the Bonds to be known as the "Rebate Fund". The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any parity bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the Unites States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State, to provide to the State of Wisconsin Safe Drinking Water Loan Program (the "SDWLP") and to such other persons or entities as directed by the SDWLP such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the SDWLP may require, in order that securities issued by the Municipality and the SDWLP satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended or may be amended from time to time imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions (except the 2022 Bond Resolution) or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In the case of any conflict between this Resolution and the 2022 Bond Resolution, the 2022 Bond Resolution shall control as long as the 2022 Bonds are outstanding.

Section 20. Call of 2024 BANs. The officers of the Municipality are authorized and directed to call that portion of the 2024 BANs that funded the Project for prior payment on the earliest date on which they can be redeemed and refunded with proceeds of the Bonds.

Passed: May 27, 2025

Approved: May 27, 2025

_____
Stephanie Brassington, Village President

Attest:

_____
Cassandra Suettinger, Village Clerk

EXHIBIT A

FORM OF BOND

REGISTERED	UNITED STATES OF AMERICA	REGISTERED
NO. R - 1	STATE OF WISCONSIN	$1,449,436
	COUNTY OF DANE	
	VILLAGE OF MCFARLAND	

WATER SYSTEM REVENUE BONDS, SERIES 2025B

Final Maturity Date	Date of Original Issue
May 1, 2045	July 9, 2025

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

KNOW ALL MEN BY THESE PRESENTS that the Village of McFarland, Dane County, Wisconsin, (the "Municipality") hereby acknowledges itself to owe and for value received promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed One Million Four Hundred Forty Nine Thousand Four Hundred Thirty-Six Dollars ($1,449,436) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2026 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.200% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2025.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2026 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Two and Two Tenths percent (2.200%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Exhibit A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft as directed by the registered owner dated on or before the applicable payment date and if by check or draft mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

The Bonds shall not be redeemable prior to their maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of $0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Water System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted on May 27, 2025, and entitled: "Resolution Authorizing the Issuance and Sale of up to $1,449,436 Water System Revenue Bonds, Series 2025B and Providing for Other Details and Covenants with Respect Thereto", and is payable only from the income and revenues derived from the operation of the water and sewer system of the Municipality (the "Utility"). This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Village President and Village Clerk, and its corporate seal (or a true facsimile thereof), if any, to be impressed (or imprinted) hereon, all as of the date of original issue specified above.

VILLAGE OF MCFARLAND
DANE COUNTY, WISCONSIN

By:_____[FORM OF BOND]_____
Stephanie Brassington, Village President

(SEAL)

By:_____[FORM OF BOND]_____
Cassandra Suettinger, Village Clerk

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____

_____

_____

(Please print or typewrite name and address, including zip code, of Assignee).

Please insert Social Security or other
identifying number of Assignee

_____

the within Bond, and all rights thereunder, hereby irrevocably constituting and appointing

_____

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by:

_____

EXHIBIT A TO BOND FORM

$1,449,436
VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN
WATER SYSTEM REVENUE BONDS, SERIES 2025B

Amount of Disbursement	Date of Disbursement	Series of Bonds	Principal Repaid	Principal Balance
$_____	_____	_____	$_____	$_____
$_____	_____	_____	$_____	$_____
$_____	_____	_____	$_____	$_____
$_____	_____	_____	$_____	$_____
$_____	_____	_____	$_____	$_____
$_____	_____	_____	$_____	$_____
$_____	_____	_____	$_____	$_____
$_____	_____	_____	$_____	$_____
$_____	_____	_____	$_____	$_____
$_____	_____	_____	$_____	$_____
$_____	_____	_____	$_____	$_____
$_____	_____	_____	$_____	$_____
$_____	_____	_____	$_____	$_____

EXHIBIT A TO BOND FORM (CONTINUED)

PRINCIPAL REPAYMENT SCHEDULE

Date	Principal Amount
May 1, 2026	$58,475.20
May 1, 2027	$59,761.66
May 1, 2028	$61,076.41
May 1, 2029	$62,420.10
May 1, 2030	$63,793.34
May 1, 2031	$65,196.79
May 1, 2032	$66,631.12
May 1, 2033	$68,097.01
May 1, 2034	$69,595.14
May 1, 2035	$71,126.23
May 1, 2036	$72,691.01
May 1, 2037	$74,290.21
May 1, 2038	$75,924.60
May 1, 2039	$77,594.94
May 1, 2040	$79,302.03
May 1, 2041	$81,046.67
May 1, 2042	$82,829.69
May 1, 2043	$84,651.95
May 1, 2044	$86,514.29
May 1, 2045	$88,417.61

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, May 27, 2025**

SECTION: **Business**

DEPARTMENT: **Public Works**

CONTACT: **Lee Igl, Public Works Director, Matt Schuenke, Village Administrator**

AGENDA ITEM: **Discussion and action regarding the draft Babcock Channel and Stormwater Lagoon Restoration Plan.**

PREVIOUS ACTION:
For at least 10 years, the conceptual idea of revising the previous dredging effort to some extent has been discussed at Committee in different ways with public input and discussion among members.

An update regarding the draft Babcock Channel and Stormwater Lagoon Restoration Plan was provided to the committee on January 27, 2025.

The Committee hosted a Public Information Meeting and further discussed the plan at its meeting on March 24, 2025.

The Public Works & Utilities Committee reviewed the draft plan at their April 28, 2025, meeting and recommended acceptance of the plan to the Village Board.

ISSUE SUMMARY:
The Village has been studying possible improvements to the Babcock Channel, which runs north to south between Lake Waubesa and the Yahara River, and the village's stormwater lagoon, which intersects the channel from east to west and sits adjacent to an outfall for the village's stormwater conveyance system near US Highway 51. A map of the area was developed to aid ongoing discussions with the Public Works & Utilities Committee, village staff, and residents.

The key concern during these ongoing discussions has been the amount of sediment that has built up since the last and only dredge operation, conducted as a village public works project in 1987. Additional concerns discussed and studied have included the functionality of the channel to convey stormwater, recreational navigability for watercraft, and a concern regarding water quality.

The village studied sediment depths in both 2017 and 2023. The 2023 study indicated little change in the various areas measured throughout the channel. Based on these findings and recommendations included in the stormwater management plan adopted by the village board in 2023, the stormwater lagoon, designed as Area 4 on the project map, will require dredging. This work is anticipated in 2026.

VILLAGE OF
McFarland

Following the Public Works & Utilities Committee meeting on January 27, 2025, the draft Babcock Channel and Stormwater Lagoon Restoration Planning document was published and shared to gather additional public comment on the project before considering next steps. The plan will serve as a tool to be utilized by the committee and village board, providing necessary information and guidance should they desire to move a restoration project forward. Babcock Channel and Stormwater Lagoon site was created for background and information pertaining to the plan. Letters were mailed to adjacent property owners regarding the draft plan and the public information meeting held at the previous meeting. A final draft is provided within the packet for review and consideration to recommend to the Village Board for acceptance.

Since the March 24, 2025, Public Works & Utilities Committee meeting, Dane County has been provided a copy of the draft and was supportive of its contents, agreeing with the findings provided. We have also included a watershed basin map within the plan showing the flow from the Village into the Lagoon, and also incorporated the newspaper article shared at the March meeting discussing changing elevations of the lakes. The goal of the plan was to provide objective data for all involved to help aide in the decision-making process in the future if dredging the channel were to move forward.

The Public Works & Utilities Committee reviewed the draft plan at their April 28, 2025, meeting and recommended acceptance of the plan to the Village Board.

FINANCIAL/BUDGET IMPACT:

Expenses

$ 579,000	Base Bid - Center channel only.
$ 665,000	Alternative Bid - Expanding dredge to cover entire channel.
$ 125,000	Allowances - Shoreline improvements, grass restoration, and erosion control.
$ 219,000	Engineering - Design, bidding, and inspection.
$ 162,000	Consulting/Permitting - Permits, sediment testing, legal, surveying, and TLEs.
$ 262,500	Contingency (15%)
$2,012,500	Total Cost - Full Width

If we were not to select the alternative bid, Staff estimates the cost to lower to around $1,247,750, given the amount of dredged material would be less. A higher than usual contingency is applied given the current unknown conditions. If the project were to proceed further into design and gain approvals along the way, eliminating unknowns, the cost could change further up or down with additional detail. To figure that out though, it would not be without significant investment to do so.

Revenues

Offsetting the above expenses could come in a variety of different approaches, depending on how, ultimately, the Village wishes to finance the project. Our options include borrowing through the tax levy, borrowing through the stormwater utility, special assessments of adjoining landowners, and/or financial assistance through Dane County. Any of these options or combination thereof could be explored or used depending on if the Village wants to move forward, which could further review the pros and cons of each approach.

VILLAGE PLAN REFERENCE:
Stormwater Best Management Practices 2023

ORDINANCE REFERENCE:
None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
Recommended Action:

Motion, second to accept the Babcock Channel and Stormwater Lagoon Restoration Plan.

Acceptance of the Plan does not approve the project to move forward. There is funding provided to address the lagoon area in 2026 per the recommendations from the Village's Stormwater Management Plan based on the lagoon's construction as a stormwater management device. If additional funding is desired in accordance with this plan to address the channel area, then that money needs to be added to the next Capital Improvement Plan for consideration to move forward with implementation of this enclosed plan.

ATTACHMENTS:
1. Babcock Channel and Stormwater Lagoon Restoration Plan FINAL DRAFT

BABCOCK CHANNEL AND LAGOON RESTORATION PLANNING
LAKE WAUBESA TO YAHARA RIVER

Village of McFarland, Wisconsin

2025

BABCOCK CHANNEL AND LAGOON RESTORATION PLANNING
LAKE WAUBESA TO YAHARA RIVER

Village of McFarland, Wisconsin

2025

TABLE OF CONTENTS

1 Plan Introduction....2
2 Sediment Level Findings....4
3 Historical Lake Levels....5
4 Channel Area Overview....10
5 Cost Analysis....12
6 Permitting Requirements....15
7 Additional Considerations....16
8 Plan Closing....17

ATTACHMENTS

Exhibit 1 – Segment Areas and Parcel Numbers

Exhibit 2 – Sediment Levels Areas 1, 2, and 4

Exhibit 3 – Sediment Levels Area 3

Exhibit 4 – 2017 Sediment Sample Report

Exhibit 5 – Babcock Channel Watershed

Exhibit 6 – *"Low Lake Levels Leaving Boaters, Anglers High and Dry. Here's why."* Published in the Wisconsin State Journal on March 19, 2025.

CONTRIBUTORS

Village of McFarland
- Board
- Public Works and Utilities Committee
- Staff

Town and Country Engineering

Drax, Inc.

Speedway Sand and Gravel, Inc.

1 Plan Introduction

The Village is located adjacent to the southeast side of the City of Madison in Dane County. The current population is estimated just under 10,000. The Village has approximately 43.50 road miles and is a little under 5 square miles in total land area. The Village is serviced by US Highway 51 as the main connection point between the cities of Madison and Stoughton. The Community is home to a high quality of life within the Madison metropolitan area as demonstrated by its excellent schools, variety in commercial enterprises, vast parks, safe neighborhoods, and abundant natural resources. More information about the Village is available at www.mcfarland.wi.us.

A significant contribution to the abundance of natural resources offered within the Village includes the natural water ways that border the Village on the north, west, and south sides of the Community (Graphic 1). Upper Mud Lake borders the Village on the northwest side which feeds into the main body of water known as Lake Waubesa. This lake is located on the west side of the Village also sharing borders with the Town of Dunn and City of Madison feeding into the Lower Yahara River to the south. Ultimately, the river flows into Lower Mud Lake bordering the Village on the south before it continues on to Lake Kegonsa beyond the Village's boundaries.

Graphic 1

The Study Area noted in Graphic 1 is known locally as the Babcock Channel due to its adjacency with Babcock County Park (Graphic 2) while flowing between Lake Waubesa from its north to south. It is also connected to what is referred to as the lagoon which connects to an outfall for the Village of McFarland's stormwater sewer system. The channel and the lagoon receive flow from an approximately 425 acre watershed. A map of the approximate watershed boundaries is attached as Exhibit 5. The bulk of the channel lies contiguous to mainly private property with the exception of Babcock County Park that is owned and maintained by Dane County and undefined conservancy area owned by the Village. The channel itself is a navigable waterway as defined by State law allowing for the use of small water craft on a recurring basis. The channel unmistakenly follows the ups and downs of Lake Waubesa, and the cleaning of the lagoon area from the outfall is completed on an as needed basis depending on material buildup. As a result, access to the channel is impeded at times based on the conditions which has caused the Village to study solutions to improve its functionality. ***The purpose of this study is to provide data and information to assist in future decisions on how to advance improvements of the channel if desired.***

1987 Dredging Project

The Village awarded Homburg Contractors, Inc. a contract to conduct "lagoon dredging" on January 23, 1987 in the amount of $84,070. The act of dredging is to clean out the bottom and sides in some instances of a water way with a piece of equipment designed to scoop or drag material from the bottom. The work outlined within the design and specifications for the project addressed the entirety of the channel and lagoon areas, it also represents the only known maintenance of the entire area since its existence dating back over 50 years ago. The Village was not as developed during that time with an estimated population of 4,407. A graphic is provided showing an aerial photograph of the area circa 1987 that was dredged at that time. Conventional dredging methods were used to excavate materials according to designed elevations and targeted material extraction. Additionally, a gabion wall (i.e. rock wall) was installed to limit the flow of solid materials from the storm sewer outfall. The materials are either disposed of through land spreading as "clean fill" or through the landfill if testing suggests the material is not suitable for land spreading.

2 Sediment Level Findings

The current channel has an accumulated layer of soft and loose sediment that is distinct from a lower layer of harder and firmer soils. The lower layer of harder and firmer soils is the likely elevation level to which the channel was previously dredged in 1987. To determine the level of effort that would be required to dredge the channel to full-depth again, the amount of accumulated sediment in the channel must be measured. The Village has performed these measurements a couple of times in recent years and that effort and those results are described in this section of the report.

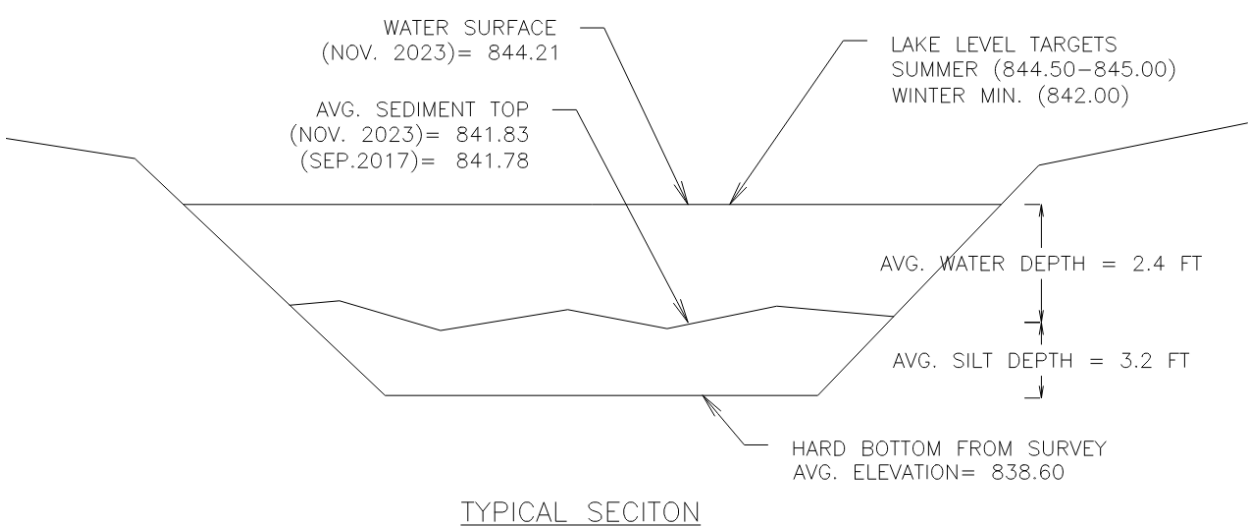
Measurements are performed by entering the channel in a boat with survey equipment capable of recording precise location and elevation data. A survey rod was used to detect and measure both the top of the loose accumulated sediment and the hard bottom of the channel at numerous locations. The depth of sediment in areas 2, 3, and 4 were measured in both 2017 and in 2023. The same procedure and equipment for taking these measurements was used in both of these years.

The detected bottom of sediment was generally in the range of 837.5 to 839 throughout all areas. On average, the hard bottom level detected by survey was 838.60. These levels are consistent with a target elevation of 838.50, which would be 6 feet below the current summer minimum lake level elevation for Lake Waubesa of 844.50. These numbers remained consistent from 2017 to 2023.

The top of the sediment detected between 2017 and 2023 also remained consistent. The overall average elevation of sediment in 2017 was 841.83. In 2023, the average elevation of the top of the sediment was 841.83. These findings indicate that the current sediment level in the channel seems to have reached an equilibrium with the typical lake levels and overall hydraulic flow of the channel.

The measured 2017 and 2023 top of sediment elevations are shown on Exhibits 2 and 3 attached to this report. Additionally, the information described above is shown displayed in Figure 1 below.

Figure 1



3 Historical Lake Levels

The lake level has a direct impact on the navigability of this channel. Lake levels are monitored, tracked and reported by the Dane County Land and Water Resources Department. This information is publicly available on their website at this address:

https://lwrd.danecounty.gov/chartlakelevels.

The Land & Water Resources Department is responsible for maintaining lake levels for the four major lakes in Dane County: Lake Mendota, Lake Monona, Lake Waubesa and Lake Kegonsa. Minimum and maximum lake levels were set by the Wisconsin Department of Natural Resources in 1979. For Lake Waubesa, the target summer maximum elevation is 845.00, the summer minimum elevation is 844.50 and the winter minimum elevation is 842.00.

As of this writing, current lake levels are between the appropriate summer minimum and maximum elevations. However, the average lake level has been steadily declining since 2019. Figure 2 below shows the average lake level on Lake Waubesa between September 2004 and September 2024.

Figure 2

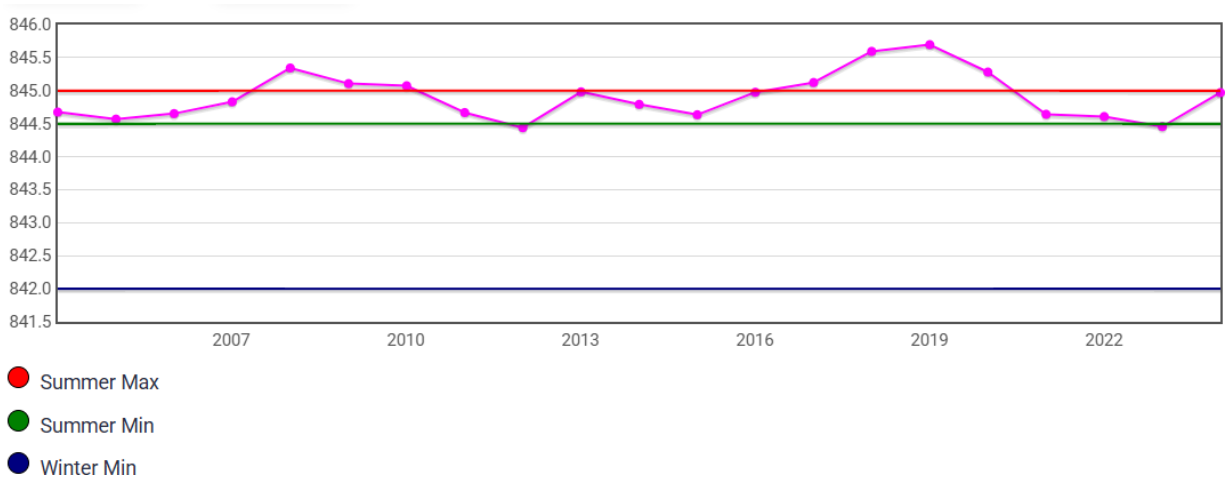
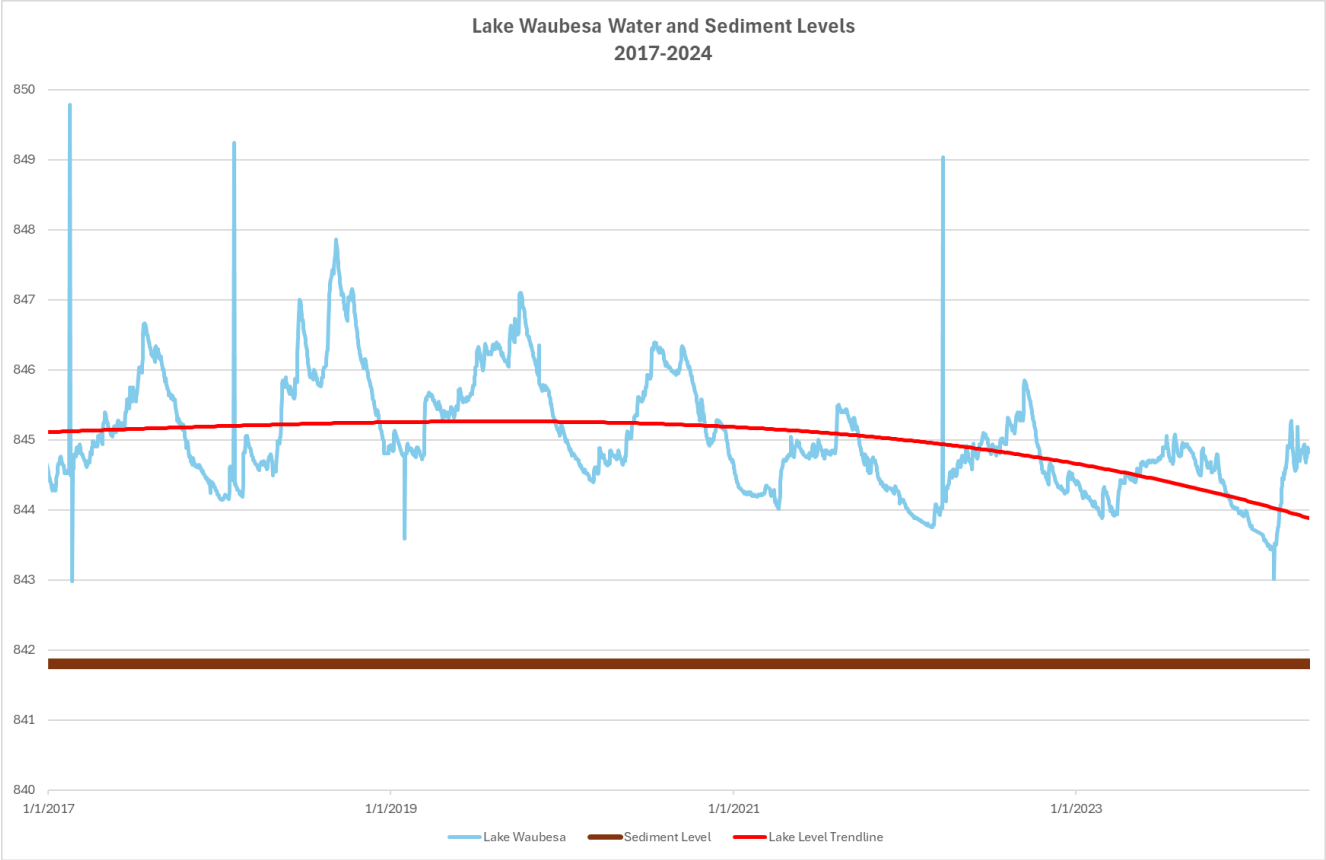


Figure 3 shows the measured lake levels in comparison to measured sediment level from 2017 to 2024. It includes an average lake level trendline in red. Although the sediment levels have remained consistent, the recent steady decline in water elevation in the channel has had major effects on navigability and exacerbated the issues experienced by users of the channel.

Figure 3



Enclosed within the packet as Exhibit 6 is an article from the Wisconsin State Journal that was published on March 19, 2025. The article reviews the relationship between the lakes in the Madison area connected by the Yahara River including Lake Waubesa. It further helps to narrate the graphs depicted above reviewing the seasonal ups and downs experienced within the lakes as it relates to the flow within the watershed.

Field Observations

Please note the following field observations within 2024 comparing the water height and channel performance as we transitioned from Winter to Spring and Summer. Area #2 was used for this purpose that is located between Burma Road north to Lakeview Road/Lagoon. The pictures in question were taken from the Lakeview Road bridge looking south to where the channel splits with the Lagoon. This is also an area where the depth of the channel was measured at 843.24 in 2017 and then at 843.55 in 2023. The two measured sediment depths have changed very little whereas the water height that sits on top of the sediment has fluctuated by a wide amount. The pictures are presented with the lake elevations measured on those specific dates the pictures were taken.

February 28, 2024

843.02 Lake Elevation

843.55 Measured Channel Bottom

- 0.53 Clearance

The channel bottom was measured as part of the survey within the area the channel bends to the Lagoon. At this point the lake elevation was 0.53' below the measured bottom or about 6 inches below the channel bottom. As expected, there is little to any water being held in the channel due to the low lake level.

April 30, 2024

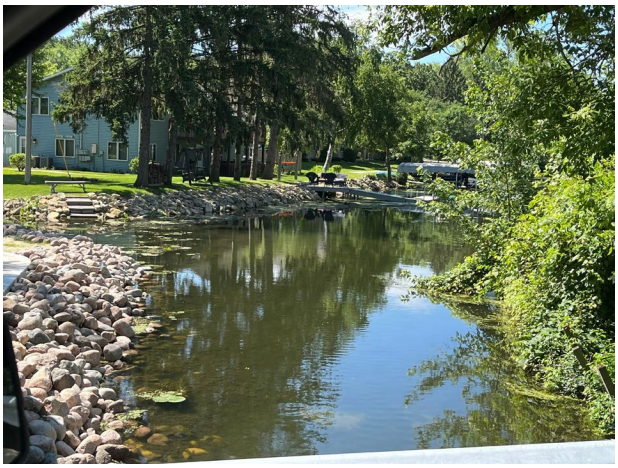
844.88 Lake Elevation

843.55 Measured Channel Bottom

1.33 Clearance

As expected, the lake elevation has risen and as a result the channel has filled up with water. This added about 16 inches of depth within the channel from when it was measured in February.

June 24, 2024



846.05	Lake Elevation
843.55	Measured Channel Bottom
2.50	Clearance

Water has increased in elevation within the lake to add another 1.17' on top of what was measured in April. This brings the total clearance from the existing bottom to around 30 inches from when it was measured in February.

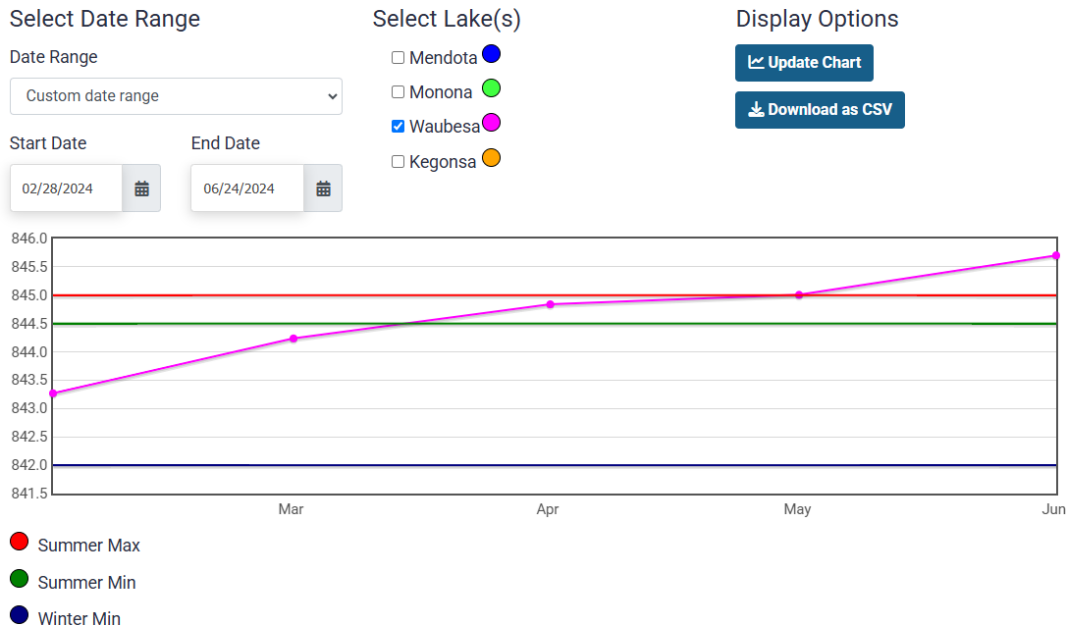
Other pictures from Area #1 the area of the channel from Lake Edge Road north to Lake Waubesa.

February 28, 2024

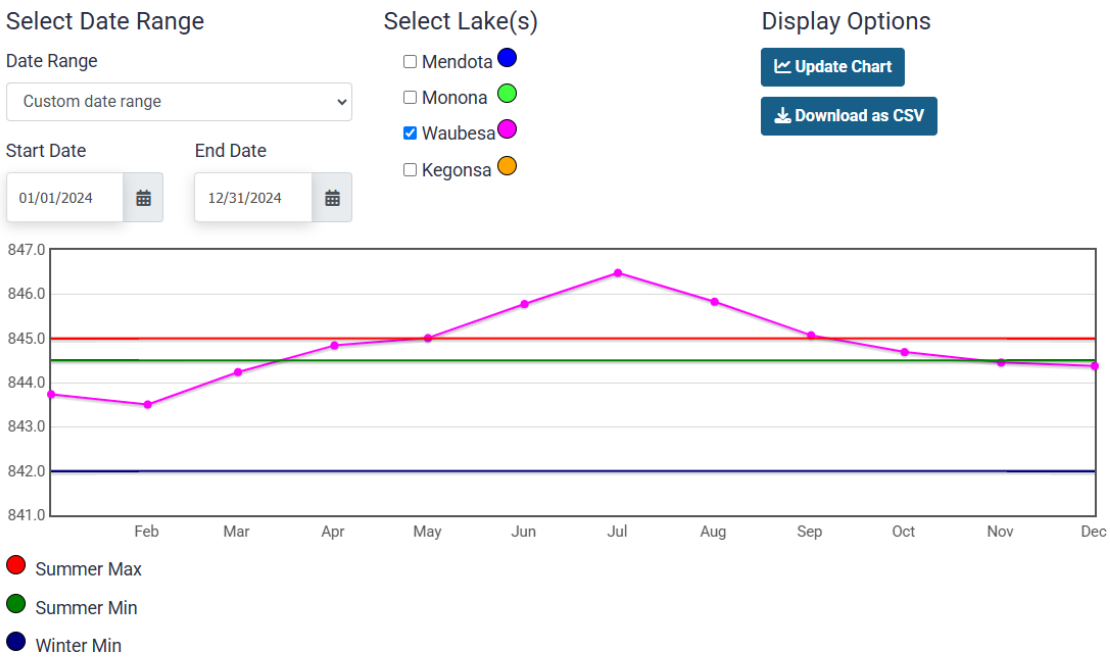
April 30, 2024

June 24, 2024

The following chart from the Dane County lake levels shows the progression of the growth during that time from February 28, 2024 to June 24, 2024 when the pictures were taken.



Adjusted then for the full year, one can see the progression of decline in lake levels within the winter months only to grow during the summer before starting the cycle over again. This is directly attributed to weather conditions but also control of lake volumes within the entire chain maintained by Dane County. We have very little to no control over this and while we may be able to adjust the bottom through a dredging project, we will never ultimately be able to control how much water actually goes into the channel.



4 Channel Area Overview

Dredging is the process of excavating and removing sediment and debris from underwater environments like rivers, harbors, and lakes. It is commonly used to deepen or maintain navigable waterways, create artificial land, and change drainage patterns. Typical dredging methods include mechanical excavation using barge-loaded equipment, hydraulic dredging with pumps and pipelines, and mechanical excavation in a dewatered condition.

The preferred dredging method for a project will vary based on the site conditions and on contractor approach. For the purposes of this evaluation, the channel has been broken out into distinct areas. A map of these areas is shown on Exhibit 1. Area 1 is from Lake Edge Road to Lake Waubesa. Area 2 is between Lake Edge Road, the gabion wall, and Burma Road. Area 3 is from Burma Road to the Yahara River. Area 4 is the Village stormwater treatment lagoon, from USH 51 to the gabion wall. The following is a description of the potential approaches and issues within each project area.

<u>Area 1</u>
This is the smallest segment of the project and it does not have good access points from the adjacent shoreline. The likely approach for dredging this segment would be to access the area with barge-mounted excavation equipment. That process involves an excavator loaded on a floating barge that digs the material out of the channel and places it on the barge. Once the barge is at full capacity, it would then be moved to the northern end of South Court where the material could be loaded onto a truck. As noted, the likely access point for this work would be off of the northern end of Court.

It should be noted that navigable water ways are accessible to the public and in this area the channel passes through private property. Upon receipt of approved permits, the Village would have the legal right to dredge this area within the navigable channel even though it passes through private property; however, we would have to stay within the extent of the channel and not be able to affect or access the adjoining private property. The recommended approach would be to seek an agreement through a temporary limited easement with the property owner to properly access and maintain the channel including the shoreline as applicable. This is the approach used in 1987 and was agreed to at that time by the property owner. This would be the best practice in this area and all areas to partner with the adjoining property owners to ensure the most successful outcome for the project. The remaining channel areas exist within the public domain and have access points available through existing public right of way.

<u>Area 2</u>
This segment has a couple of potential locations for access. The Village has right-of-way that extends into this area from Severson Road. Additionally, there is some undeveloped greenspace on private property directly to the northeast of the Burma Road bridge that could be a potential point for access if the private property owner was agreeable.

This area is distinct from the others in that it is almost entirely fronted by private property owners and has a significant number of piers on both sides. If the area were to be dredged to its full-width, these piers would need to be removed. The dredging of this area may take the form of a couple of different approaches. One approach would be similar to the one described for area 1. A floating barge and excavator could remove the material from the channel bed and load it onto a truck at one of the access points. Another dredging approach would be to use temporary berms to block flow getting into the area from the Lake Edge Road and Burma Road Bridge. All of area 2 could then be pumped out and excavation equipment could be driven directly down into the channel at an access point. That equipment would then remove the accumulated sediment and load it onto trucks for removal from the site. This is the same approach that was applied within the 1987 project.

Area 3

This segment is almost entirely fronted by public property owners. There are 7 private property owners along this area. If the channel were to be dredged to the full width, the piers would need to be removed. The best access to this area would be from Babcock Park. The exact location of preferred access would need to be coordinated with Dane County, but a likely point would be near the existing police boat pier. This access point has the additional benefit of immediate proximity to USH 51 for trucking traffic. The potential approaches to dredging this area would be the same as those described in area 2. The area could be dredged with a barge-mounted excavator or by berm and draining the channel prior to excavation.

Area 4

This area contains solely the lagoon from the existing gabion wall to USH 51 where it meets the Village's stormwater outfall. This lagoon is a stormwater treatment device meant to capture sediment and built to accommodate routine dredging and maintenance. As a result, this area is the most straightforward in approach and construction. The area is readily accessed off of Severson Road. Dredging could be completed using a long-boom excavator from Severson Road directly loading dredged material onto trucks. It could also be dredged by draining the area first and tracking equipment into the lagoon area.

5 Cost Analysis

Expenses

The total expenses for the dredging project is estimated at $1,247,750 for the navigational width to $2,012,500 for the full width including all sections of the enclosed plan. These costs are summarized in the following table:

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED AMOUNT
BASE- Navigational Width Dredging		
1.	Dredging Area 1	$30,000
2.	Dredging Area 2	$163,000
3.	Dredging Area 3	$263,000
4.	Dredging Area 4	$123,000
	BASE TOTAL	$579,000
ALTERNATIVE- Full Width Dredging		
A1	Dredging Area 1	$30,000
A2	Dredging Area 2	$388,000
A3	Dredging Area 3	$703,000
A4	Dredging Area 4	$123,000
	ALTERNATIVE TOTAL	$1,244,000
ALLOWANCE		
AL1	Shoreline Rip-Rap Replacement	$50,000
AL2	Grass Restoration	$25,000
AL3	Erosion Control	$50,000
	ALLOWANCE TOTAL	$125,000
ENGINEERING		
E1	Construction and Design Engineering	$169,000
E2	Construction Inspection	$50,000
	ENGINEERING TOTAL	$219,000
CONSULTING/PERMITTING		
P1	Permit Fees	$2,000
P2	Sediment Sampling and Testing	$20,000
P3	Legal	$15,000
P4	Surveying	$25,000
P5	Temporary Limited Easements	$100,000
	CONSULTING/PERMITTING TOTAL	$162,000

PROJECT TOTAL COSTS		
	Navigational Width Sub-Total	$1,085,000
	Contingency (15%)	$162,750
	NAVIGATIONAL WIDTH TOTAL	$1,247,750
	Full Width Sub-Total	$1,750,000
	Contingency (15%)	$262,500
	FULL WIDTH TOTAL	$2,012,500

These estimated costs are based on the following assumptions:

1. Average cost of dredging across all areas is $75/cubic yard.
2. Dredging area for navigational purposes assumes a dredging width of 24'.
3. Dredging volumes assume an average sediment depth to be 3.2 feet with a target bottom of channel elevation of 838.50.
4. All costs assume that dredged materials are suitable for land application.
5. Allowances, consulting, and permitting are applied to the sub-total for both the navigational and full width options.
6. Higher contingency at 15% used for the project given the unique and rare nature of the project.

Revenues

With the use of funds identified above through the expenses listed, we would need to decide how to find sources of revenues to pay for the project in order for it to move forward. The following options could be considered with some of them in full or others used in combination to advance the project.

- Borrowing – The Village has the ability to borrow for capital projects of this nature. Actual terms could be studied further to understand the additional cost to incur interest on the loans based on the amount borrowed, term, etc. There are two options to consider regarding how the borrowing ultimately is repaid:
    - **Tax Levy** – Funds could be borrowed for the project that would be paid back through the tax levy. This would be similar to how we use borrowing to fund road projects, vehicles, or other general capital needs of the Village. It would affect the tax rate and our projections on debt utilization that are backed by the assessed value of the Village as a whole.
    - **Stormwater Utility** – The utility has the ability to borrow for funds that are paid back through the unit charge paid to maintain the utility. We would have to build the debt service calculation into our projects along with other capital and operating needs, but otherwise some amount could be attributed to this source likely as a revenue bond versus a general obligation bond the tax levy funds. Area 4 will be paid 100% through the Village and funded by the Stormwater Utility. The determination would need to be made if the utility should further fund the work in Areas 1-3.
- Special Assessments – The Village does not utilize special assessments very often, but municipalities do apply special assessments to property owners abutting improvements they stand to benefit from. Again, most of the channel area is adjacent to private property with exception to Babcock Park owned by Dane County and some undefined conservancy property owned by the Village. In theory, they have exclusive access to the waterway that the general public does not as there is no direct public access point to the channel other than through Lake Waubesa. A funding methodology could be developed for abutting property owners to share in the improvement to an extent to be determined. The total lienal feet within Areas 1-3 is 4,693 for all parcels abutting the channel. The cost per lineal foot of the navigable width is $265.87 per lf and for the full width would be $428.83. A property with a lineal footage of 50' as an example would expect to pay $13,294 to $21,442 if 100% of the cost were applied in this manner. There is the ability to charge special assessments through the tax bill and establish long term payment plans to offset the high up front cost.

- Dane County – If the Assessment route was pursued, they ultimately would be responsible for their share of the costs as it is determined adjacent to their property similar also to what would apply to the Village. Additionally, the Village could apply for an Urban Water Quality Grant or other possible grants available from the County to help offset the cost. Information about that program is available through this link and any amount of funding received would lessen the need for any of the other options to be applied.

Regardless of the amount of money we wish to expend on the project or what source of funds we want to pull from, it is a large project to take on within either option presented. The costs are meant to be conservatively high to ensure enough funding is forecasted to take on the unknown which depending on what might be encountered could be significant. The use of estimates on the expenses and providing conceptual options on the revenues is meant to add options to the discussion to understand what might be available to pursue should we want to move forward with all or part of the project.

6 Permitting Requirements

The Village submitted preliminary project information on this potential work to the WDNR for their review in June 2024. WDNR confirmed that the permitting path that this project would take would be to obtain a Chapter 30 dredging permit. This permit would be necessary for work in any of the areas. They have thus far confirmed that the Village would be able to receive a permit for this work assuming the application conditions are met following review by their appropriate divisions.

The regulations of the Chapter 30 permit require additional environmental consulting for soils testing both before and during project construction. This testing would verify that the material is suitable for land application and that it is uncontaminated. Testing of the material was performed in 2017 and indicated no contamination at that time, but additional testing would need to be performed for a modern effort. A copy of that report is provided as Exhibit 4.

The US Army Corps of Engineers reviews all waterway permits submitted to WDNR and determines the need for additional permitting from their agency at that time. It is anticipated that this project would necessitate a permit from USACE. The requirements of the WDNR Chapter 30 permit cover those of the USACE permitting.

The project will require a Village Shoreland Erosion Control Permit. This permit will contain erosion control and shoreline disturbance.

7 Additional Considerations

Longevity of Dredging Project

It would be useful to be able to have an accurate prediction of how long this dredging effort will remain effective or how frequently the dredging will need to be done in the future. Unfortunately, there is no data on the past accumulation rate of sediment in this channel to provide a good forecast of future conditions. The closest local corollary to this area might be Belle Isle in the City of Monona which was dredged in approximately 2012. The dredging effort in Monona has remained effective to date and has not had to be re-dredged. For the Babcock Channel, it is recommended that the Village initially plan to dredge the area every 10-15 years. It is also recommended that sediment levels be monitored annually in the channel to track the actual rate of sediment accumulation and attempt to derive a more accurate forecast. The ongoing need to this is directly attributed to our lack of control over the rise and fall of the lack that has water flow through the area.

"Do Nothing" Option

It is common engineering industry practice to evaluate and discuss the effects of not implementing a project under consideration. This is frequently referred to as evaluating the "do nothing" option. In this case, doing nothing would be assumed to entail performing no dredging activity within the channel at all.

The channel elevation data obtained in 2017 and again in 2023 indicates that the sediment in the channel has reached approximate equilibrium. The sediment level elevations seem to have stabilized at around elevation 842, which corresponds to the wier elevation at the Babcock Dam and the County's target winter minimum lake level elevation. Given this information, it appears that performing no dredging in the channel would result in sediment level conditions continuing to remain at their current elevation. Additional long-term accumulation of material is unlikely to occur.

Disposal of Dredged Materials

If this dredging effort is to be pursued, the Village will need to work to identify a method/location of disposal for the dredged material. Trucking the material from the project site could add significant costs to the project if the distance is excessive. Working with the County to identify potential users or locations or utilizing the material on Village-owned property would be recommended.

Conceptual Timeline

Babcock Channel – Areas 1-3

Design work and extensive coordination with adjacent property owners would still need to be conducted in order to advance the dredging project studied within the channel. Timeline for completion would forecast continued planning level dialogue in 2025 with consideration for design/permitting to be conducted in 2026 with anticipated construction in 2027. This is a hypothetical timeline as there are no permits, agreements, or other design level detail approved at this time. The additional planning to move forward would allow for additional discussions on desired funding methods and ability to include within the next Capital Improvement Plan to properly forecast the financial impact. Just like any other public works improvement project, the Village has to go through the process to design the improvement and submit that work for review within a number of different jurisdictions. The plan in and of itself is not approval to proceed but meant to outline the areas that will need to be addressed in the future for it to proceed.

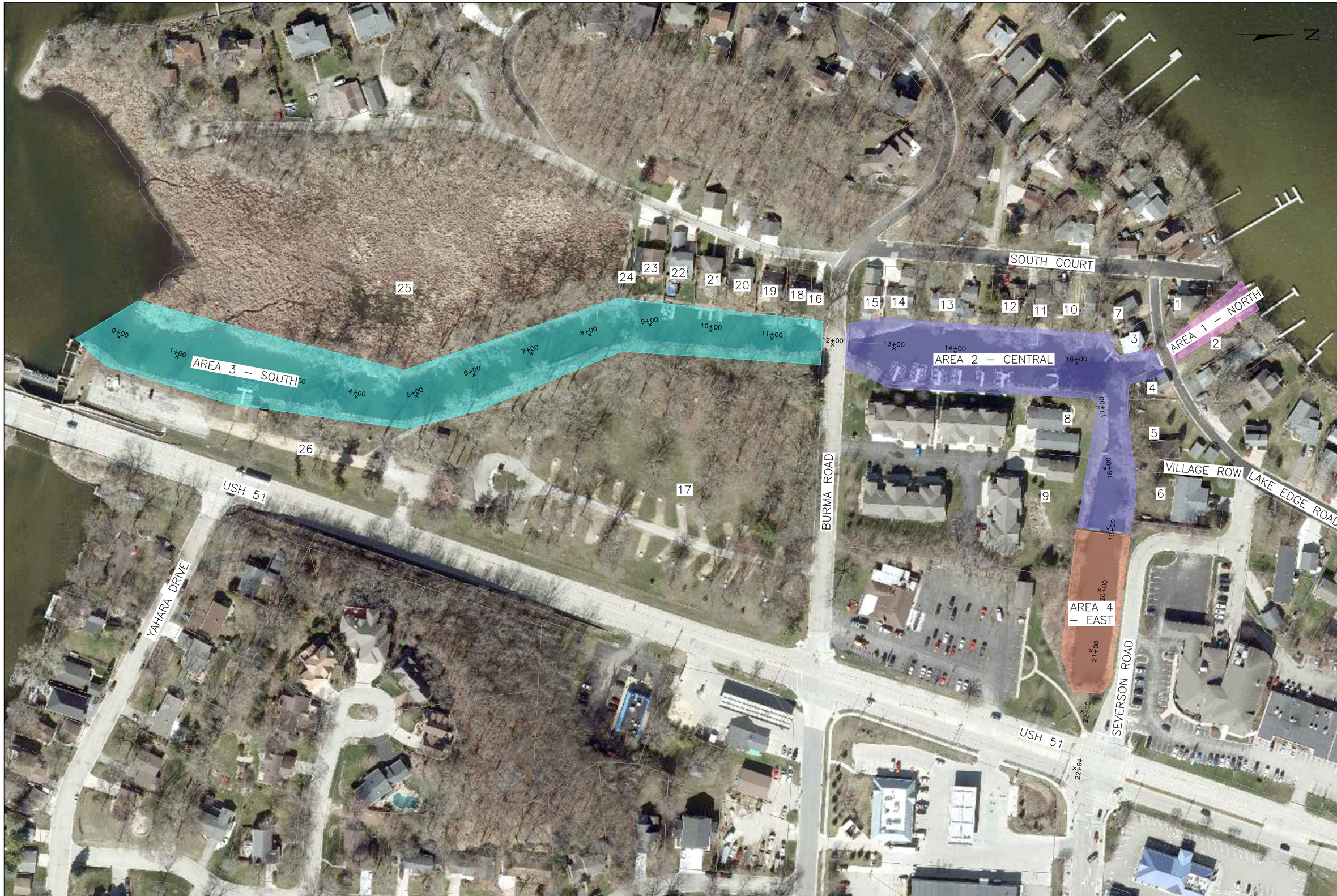
Lagoon – Area 4

This area is recommended within the second year of implementation of the Village's Stormwater Management Plan. The first year of work within that plan was recently awarded for completion in 2025. Staff will be preparing the 2026 Stormwater Maintenance design this year which presently includes dredging the lagoon area next year as recommended within that plan to improve performance of the stormwater system.

There are limited economies of scale in doing the projects at the same time. If it were desired to do all at one, then Area 4 would be aligned with a timeline for Areas 1-3 which would push its implementation out a few years. This is possible but completing the lagoon before the channel from a constructible standpoint would not alter the feasibility of the plan.

8 Plan Closing

This plan is meant to provide information on what it would entail to move forward with another effort to dredge the Babcock Channel. The last effort to do this was 37 years ago, and if we embark on it again we will at some point have to continue this effort into the future to maintain some sort of desirable functionality of the channel. All the plan serves to do is provide the information necessary to consider taking that effort on again and to what extent. It ultimately is a plan that can be accepted to receive the information to aide in the decision making process in the future. The Village Board holds the final say whether to move forward, and if desired the Public Works and Utilities Committee may further review this project's inclusion within a future Capital Improvement Plan. Its acceptance certainly does not guarantee that but all acceptance stands to do is provide information to help all involved reach a conclusion that is desirable to move forward.



TOWN & COUNTRY ENGINEERING, INC.
6264 Nesbitt Road
Madison, WI 53719
(608) 273-3350
www.tcengineers.net

EXHIBIT 1 - SEGMENT AREAS AND PARCEL NUMBERS

Babcock Channel and Farwell Outfall

Village of McFarland, Wisconsin

PROJECT NO.:	MC 216
DRAWING FILE:	MC 216 BASE.DWG
DRAWN BY:	T.J.S.
CHECKED BY:	B.R.B.
DATE:	1–16–25
REVISIONS:	
SCALE:	0 35 70
SHEET:	E1

TOWN & COUNTRY ENGINEERING, INC.
6264 Nesbitt Road
Madison, WI 53719
(608) 273-3350
www.tcengineers.net

EXHIBIT 2- AREAS 1, 2, 4

Babcock Channel and Farwell Outfall

Village of McFarland, Wisconsin

PROJECT NO.:	MC 216
DRAWING FILE:	MC 216 BASE.DWG
DRAWN BY:	T.J.S.
CHECKED BY:	T.J.S.
DATE:	1-16-25
REVISIONS:	
SCALE:	0 20 40
SHEET:	E2

TOWN & COUNTRY ENGINEERING, INC.
6264 Nesbitt Road
Madison, WI 53719
(608) 273-3350
www.tcengineers.net

EXHIBIT 3 - AREA 3

Babcock Channel

Village of McFarland, Wisconsin

PROJECT NO.:	MC 216
DRAWING FILE:	MC 216 BASE.DWG
DRAWN BY:	T.J.S.
CHECKED BY:	T.J.S.
DATE:	1-16-25
REVISIONS:	
SCALE:	0 20 40
SHEET:	E3

Exhibit 4

CT LABORATORIES
delivering more than data from your environmental analyses

CT Laboratories LLC • 1230 Lange Ct • Baraboo, WI 53913
608-356-2760 • www.ctlaboratories.com

ANALYTICAL REPORT

TOWN & COUNTRY ENGINEERING
TOM TEBEEST
2912 MARKETPLACE DR
SUITE 103
MADISON, WI 53719

Copy: ttebeest@tcengineers.net

Project Name: MC FARLAND SEDIMENT TESTING
Project Phase:
Contract #: 3085
Project #:
Folder #: 128411
Purchase Order #:

Arrival Temperature: See COC
Report Date: 07/03/2017
Date Received: 06/23/2017
Reprint Date: 07/03/2017

CT LAB Sample#: 883746 Sample Description: SOUTH END Sampled: 06/22/2017 1235

Analyte	Result	Units	LOD	LOQ	Dilution	Qualifier	Prep Date/Time	Analysis Date/Time	Analyst	Method
Inorganic Results										
Solids, Percent	**28.0**	%	0.1	0.1	1			06/27/2017 13:30	BMM	EPA 8000C
Conductivity	**970**	uS/cm	1.00		1			06/27/2017 11:00	BKB	EPA 9050A
Fecal Coliform	**168**	MPN/g_TS	10		1			06/23/2017 11:10	SAW	SM 9221
pH	**7.07**	S.U.	N/A	N/A	1			06/30/2017 11:00	MER	EPA 9045D
Phosphorus	**724**	mg/kg	120	410	1	M	06/28/2017 09:00	06/30/2017 14:32	BKB	EPA 365.4
Total Organic Carbon as % OM	**12.9**	%	0.1	0.1	1			06/26/2017 15:30	SAW	MOSA 29-4,3,2,4
Nitrogen Kjeldahl	**3240**	mg/kg	130	450	1	M	06/28/2017 09:00	06/30/2017 11:38	BKB	EPA 351.2
Nitrate Nitrogen	<1.4	mg/kg	1.4	5.0	1		06/27/2017 11:15	06/27/2017 15:14	DGS	EPA 9056A
Metals Results										
Arsenic	<2.4	mg/kg	2.4	8.6	1		06/23/2017 11:00	06/26/2017 15:07	NAH	EPA 6010C
Cadmium	<0.17	mg/kg	0.17	0.56	1		06/23/2017 11:00	06/26/2017 15:07	NAH	EPA 6010C
Chromium	**11.6**	mg/kg	5.0 *	17	1		06/23/2017 11:00	06/26/2017 15:07	NAH	EPA 6010C
Copper	**13.8**	mg/kg	0.96	3.2	1		06/23/2017 11:00	06/26/2017 15:07	NAH	EPA 6010C
Lead	**15.2**	mg/kg	1.0	3.5	1		06/23/2017 11:00	06/26/2017 15:07	NAH	EPA 6010C
Nickel	**8.9**	mg/kg	1.0	3.5	1		06/23/2017 11:00	06/26/2017 15:07	NAH	EPA 6010C

Unless specifically stated to the contrary, soil/sediment/sludge sample results reported on a Dry Weight Basis

CT LAB Sample#: 883746 Sample Description: SOUTH END Sampled: 06/22/2017 1235

Analyte	Result	Units	LOD	LOQ	Dilution	Qualifier	Prep Date/Time	Analysis Date/Time	Analyst	Method
Zinc	**92.0**	mg/kg	1.2	4.2	1		06/23/2017 11:00	06/26/2017 15:07	NAH	EPA 6010C
Potassium	**542.6**	mg/kg	76	250	1	B	06/23/2017 11:00	06/26/2017 11:28	MDS	EPA 6010C

CT LAB Sample#: 883752 Sample Description: BABCOCK PARK PIER Sampled: 06/22/2017 1000

Analyte	Result	Units	LOD	LOQ	Dilution	Qualifier	Prep Date/Time	Analysis Date/Time	Analyst	Method
Inorganic Results										
Solids, Percent	**50.8**	%	0.1	0.1	1			06/27/2017 13:30	BMM	EPA 8000C
Conductivity	**1210**	uS/cm	1.00		1			06/27/2017 11:00	BKB	EPA 9050A
Fecal Coliform	**57.6**	MPN/g_TS	10		1			06/23/2017 11:10	SAW	SM 9221
pH	**7.25**	S.U.	N/A	N/A	1			06/30/2017 11:00	MER	EPA 9045D
Phosphorus	**457**	mg/kg	71	240	1		06/28/2017 09:00	06/30/2017 14:36	BKB	EPA 365.4
Total Organic Carbon as % OM	**5.9**	%	0.1	0.1	1			06/26/2017 15:30	SAW	MOSA 29-4,3,2,4
Nitrogen Kjeldahl	**2060**	mg/kg	78	260	1		06/28/2017 09:00	06/30/2017 11:42	BKB	EPA 351.2
Nitrate Nitrogen	**2.56**	mg/kg	0.78 *	2.7	1		06/27/2017 11:15	06/27/2017 16:10	DGS	EPA 9056A
Metals Results										
Arsenic	<1.2	mg/kg	1.2	4.2	1		06/23/2017 11:00	06/26/2017 15:13	NAH	EPA 6010C
Cadmium	<0.082	mg/kg	0.082	0.27	1		06/23/2017 11:00	06/26/2017 15:13	NAH	EPA 6010C
Chromium	**10.2**	mg/kg	2.4	8.1	1		06/23/2017 11:00	06/26/2017 15:13	NAH	EPA 6010C
Copper	**12.4**	mg/kg	0.47	1.5	1		06/23/2017 11:00	06/26/2017 15:13	NAH	EPA 6010C
Lead	**21.4**	mg/kg	0.50	1.7	1		06/23/2017 11:00	06/26/2017 15:13	NAH	EPA 6010C
Nickel	**8.1**	mg/kg	0.50	1.7	1		06/23/2017 11:00	06/26/2017 15:13	NAH	EPA 6010C
Zinc	**57.9**	mg/kg	0.60	2.0	1		06/23/2017 11:00	06/26/2017 15:13	NAH	EPA 6010C
Potassium	**467.1**	mg/kg	37	120	1	B	06/23/2017 11:00	06/26/2017 11:39	MDS	EPA 6010C

Unless specifically stated to the contrary, soil/sediment/sludge sample results reported on a Dry Weight Basis

CT LAB Sample#: 883753 Sample Description: MIDDLE APT PIER Sampled: 06/22/2017 1210

Analyte	Result	Units	LOD	LOQ	Dilution	Qualifier	Prep Date/Time	Analysis Date/Time	Analyst	Method
Inorganic Results										
Solids, Percent	**14.2**	%	0.1	0.1	1			06/27/2017 13:30	BMM	EPA 8000C
Conductivity	**924**	uS/cm	1.00		1			06/27/2017 11:00	BKB	EPA 9050A
Fecal Coliform	**151**	MPN/g_TS	10		1			06/23/2017 11:10	SAW	SM 9221
pH	**7.07**	S.U.	N/A	N/A	1			06/30/2017 11:00	MER	EPA 9045D
Phosphorus	**401**	mg/kg	230 *	760	1		06/28/2017 09:00	06/30/2017 14:37	BKB	EPA 365.4
Total Organic Carbon as % OM	**16.6**	%	0.1	0.1	1			06/26/2017 15:30	SAW	MOSA 29-4,3,2,4
Nitrogen Kjeldahl	**3800**	mg/kg	250	840	1		06/28/2017 09:00	06/30/2017 11:43	BKB	EPA 351.2
Nitrate Nitrogen	<2.8	mg/kg	2.8	9.8	1		06/27/2017 11:15	06/27/2017 16:29	DGS	EPA 9056A
Metals Results										
Arsenic	<4.0	mg/kg	4.0	14	1		06/23/2017 11:00	06/26/2017 15:38	NAH	EPA 6010C
Cadmium	<0.28	mg/kg	0.28	0.94	1		06/23/2017 11:00	06/26/2017 15:38	NAH	EPA 6010C
Chromium	**15.0**	mg/kg	8.4 *	28	1		06/23/2017 11:00	06/26/2017 15:38	NAH	EPA 6010C
Copper	**27.0**	mg/kg	1.6	5.3	1		06/23/2017 11:00	06/26/2017 15:38	NAH	EPA 6010C
Lead	**25.1**	mg/kg	1.7	5.8	1		06/23/2017 11:00	06/26/2017 15:38	NAH	EPA 6010C
Nickel	**5.9**	mg/kg	1.7	5.8	1		06/23/2017 11:00	06/26/2017 15:38	NAH	EPA 6010C
Zinc	**159**	mg/kg	2.1	7.0	1		06/23/2017 11:00	06/26/2017 15:38	NAH	EPA 6010C
Potassium	**533.4**	mg/kg	130	420	1	B	06/23/2017 11:00	06/26/2017 11:41	MDS	EPA 6010C

CT LAB Sample#: 883754 Sample Description: LAGOON Sampled: 06/22/2017 1200

Analyte	Result	Units	LOD	LOQ	Dilution	Qualifier	Prep Date/Time	Analysis Date/Time	Analyst	Method
Inorganic Results										
Solids, Percent	**42.7**	%	0.1	0.1	1			06/27/2017 13:30	BMM	EPA 8000C

Unless specifically stated to the contrary, soil/sediment/sludge sample results reported on a Dry Weight Basis

CT LAB Sample#: 883754 Sample Description: LAGOON Sampled: 06/22/2017 1200

Analyte	Result	Units	LOD	LOQ	Dilution	Qualifier	Prep Date/Time	Analysis Date/Time	Analyst	Method
Conductivity	**986**	uS/cm	1.00		1			06/27/2017 11:00	BKB	EPA 9050A
Fecal Coliform	**131**	MPN/g_TS	10		1			06/23/2017 11:10	SAW	SM 9221
pH	**7.07**	S.U.	N/A	N/A	1			06/30/2017 11:00	MER	EPA 9045D
Phosphorus	**343**	mg/kg	79	260	1		06/28/2017 09:00	06/30/2017 14:38	BKB	EPA 365.4
Total Organic Carbon as % OM	**9.1**	%	0.1	0.1	1			06/26/2017 15:30	SAW	MOSA 29-4,3,2,4
Nitrogen Kjeldahl	**1720**	mg/kg	87	290	1		06/28/2017 09:00	06/30/2017 11:44	BKB	EPA 351.2
Nitrate Nitrogen	<0.93	mg/kg	0.93	3.3	1		06/27/2017 11:15	06/27/2017 16:47	DGS	EPA 9056A
Metals Results										
Arsenic	<1.0	mg/kg	1.0	3.7	1		06/23/2017 11:00	06/26/2017 15:45	NAH	EPA 6010C
Cadmium	**0.079**	mg/kg	0.072 *	0.24	1		06/23/2017 11:00	06/26/2017 15:45	NAH	EPA 6010C
Chromium	**11.1**	mg/kg	2.1	7.1	1		06/23/2017 11:00	06/26/2017 15:45	NAH	EPA 6010C
Copper	**18.6**	mg/kg	0.41	1.3	1		06/23/2017 11:00	06/26/2017 15:45	NAH	EPA 6010C
Lead	**12.2**	mg/kg	0.44	1.5	1		06/23/2017 11:00	06/26/2017 15:45	NAH	EPA 6010C
Nickel	**5.4**	mg/kg	0.44	1.5	1		06/23/2017 11:00	06/26/2017 15:45	NAH	EPA 6010C
Zinc	**152**	mg/kg	0.53	1.8	1		06/23/2017 11:00	06/26/2017 15:45	NAH	EPA 6010C
Potassium	**286.9**	mg/kg	32	110	1	B	06/23/2017 11:00	06/26/2017 11:44	MDS	EPA 6010C

CT LAB Sample#: 883755 Sample Description: NORTH CHANNEL Sampled: 06/22/2017 1130

Analyte	Result	Units	LOD	LOQ	Dilution	Qualifier	Prep Date/Time	Analysis Date/Time	Analyst	Method
Inorganic Results										
Solids, Percent	**66.8**	%	0.1	0.1	1			06/27/2017 13:30	BMM	EPA 8000C
Conductivity	**1150**	uS/cm	1.00		1			06/27/2017 11:00	BKB	EPA 9050A
Fecal Coliform	**50.3**	MPN/g_TS	10		1			06/23/2017 11:10	SAW	SM 9221

Unless specifically stated to the contrary, soil/sediment/sludge sample results reported on a Dry Weight Basis

CT LABORATORIES
delivering more than data from your environmental analyses

TOWN & COUNTRY ENGINEERING
Project Name: MC FARLAND SEDIMENT TESTING
Project #:
Project Phase:

Contract #: 3085
Folder #: 128411

CT LAB Sample#: 883755 Sample Description: NORTH CHANNEL Sampled: 06/22/2017 1130

Analyte	Result	Units	LOD	LOQ	Dilution	Qualifier	Prep Date/Time	Analysis Date/Time	Analyst	Method
pH	**7.48**	S.U.	N/A	N/A	1			06/30/2017 11:00	MER	EPA 9045D
Phosphorus	**151**	mg/kg	51 *	170	1		06/28/2017 09:00	06/30/2017 14:39	BKB	EPA 365.4
Total Organic Carbon as % OM	**2.1**	%	0.1	0.1	1			06/26/2017 15:30	SAW	MOSA 29-4,3,2,4
Nitrogen Kjeldahl	**902**	mg/kg	57	190	1		06/28/2017 09:00	06/30/2017 11:45	BKB	EPA 351.2
Nitrate Nitrogen	<0.60	mg/kg	0.60	2.1	1		06/27/2017 11:15	06/27/2017 17:06	DGS	EPA 9056A
Metals Results										
Arsenic	<0.83	mg/kg	0.83	3.0	1		06/23/2017 11:00	06/26/2017 11:45	NAH	EPA 6010C
Cadmium	<0.058	mg/kg	0.058	0.19	1		06/23/2017 11:00	06/26/2017 11:45	NAH	EPA 6010C
Chromium	**1.9**	mg/kg	1.7 *	5.8	1		06/23/2017 11:00	06/26/2017 11:45	NAH	EPA 6010C
Copper	**1.5**	mg/kg	0.33	1.1	1		06/23/2017 11:00	06/26/2017 11:45	NAH	EPA 6010C
Lead	**3.1**	mg/kg	0.36	1.2	1		06/23/2017 11:00	06/26/2017 11:45	NAH	EPA 6010C
Nickel	**0.77**	mg/kg	0.36 *	1.2	1		06/23/2017 11:00	06/26/2017 11:45	NAH	EPA 6010C
Zinc	**8.5**	mg/kg	0.43	1.4	1		06/23/2017 11:00	06/26/2017 11:45	NAH	EPA 6010C
Potassium	**115.1**	mg/kg	26	86	1		06/23/2017 11:00	06/26/2017 11:52	MDS	EPA 6010C

Unless specifically stated to the contrary, soil/sediment/sludge sample results reported on a Dry Weight Basis

Notes: * Indicates a value in between the LOD (limit of detection) and the LOQ (limit of quantitation). All LOD/LOQs are adjusted to reflect dilution and also any differences in the sample weight / volume as compared to standard amounts.

All samples were received intact and properly preserved unless otherwise noted. The results reported relate only to the samples tested. This report shall not be reproduced, except in full, without written approval of this laboratory. The Chain of Custody is attached.

Submitted by: Eric T. Korthals
Project Manager
608-356-2760

QC Qualifiers

Code	Description
B	Analyte detected in the associated Method Blank.
C	Toxicity present in BOD sample.
D	Diluted Out.
E	Safe, No Total Coliform detected.
F	Unsafe, Total Coliform detected, no E. Coli detected.
G	Unsafe, Total Coliform detected and E. Coli detected.
H	Holding time exceeded.
I	BOD incubator temperature was outside acceptance limits during test period.
J	Estimated value.
L	Significant peaks were detected outside the chromatographic window.
M	Matrix spike and/or Matrix Spike Duplicate recovery outside acceptance limits.
N	Insufficient BOD oxygen depletion.
O	Complete BOD oxygen depletion.
P	Concentration of analyte differs more than 40% between primary and confirmation analysis.
Q	Laboratory Control Sample outside acceptance limits.
R	See Narrative at end of report.
S	Surrogate standard recovery outside acceptance limits due to apparent matrix effects.
T	Sample received with improper preservation or temperature.
U	Analyte concentration was below detection limit.
V	Raised Quantitation or Reporting Limit due to limited sample amount or dilution for matrix background interference.
W	Sample amount received was below program minimum.
X	Analyte exceeded calibration range.
Y	Replicate/Duplicate precision outside acceptance limits.
Z	Specified calibration criteria was not met.

Current CT Laboratories Certifications

Wisconsin (WDNR) Chemistry ID# 157066030
Wisconsin (DATCP) Bacteriology ID# 105-289
Louisiana NELAP (primary) ID# ACC20160002
Illinois NELAP Lab ID# 200073
Kansas NELAP Lab ID# E-10368
Virginia NELAP Lab ID# 460203
Maryland Lab ID# WI00061
ISO/IEC 17025-2005 A2LA Cert # 3806.01
DoD-ELAP A2LA 3806.01
GA EPD Stipulation ID ACC20160002
Pennsylvania NELAP Lab ID# 68-04201, # 008

Rev. 3/2015

CHAIN OF CUSTODY

Page _____ of _____

Company: TOWN & COUNTRY ENG
Project Contact: Tom TeBeest
Telephone: 608 273-3350
Project Name: MC FARLAND SEDIMENT TESTING
Project #: MC112
Location: Babcock Park/Lagoon
Sampled By: TJT

CT LABORATORIES

1230 Lange Court, Baraboo, WI 53913
608-356-2760 Fax 608-356-2766
www.ctlaboratories.com

Folder #: 128411
Company: WALKIN
Project: MC FARLAND SEDIME
Logged By: BNA PM: JLS

am:
RCRA SDWA NPDES
Vaste Other _____

Report To:
EMAIL: ttebeest@tcengineers.net
Company:
Address:

Invoice To:*
EMAIL:
Company:
Address:

*Party listed is responsible for payment of invoice as per CT Laboratories' terms and conditions

Client Special Instructions

Matrix:
GW – groundwater SW - surface water WW - wastewater DW - drinking water
S - soil/sediment SL - sludge A - air M - misc/waste

Turnaround Time
Normal RUSH*
Date Needed: _____
Rush analysis requires prior CT Laboratories' approval
Surcharges:
24 hr 200%
2-3 days 100%
4-9 days 50%

Collection Date	Collection Time	Matrix	Grab/ Comp	Sample #	Sample ID Description	Filtered? Y/N	ANALYSES REQUESTED: ATTACHED LIST	Total # Containers	Designated MS/MSD	CT Lab ID # (Lab use only)
							Fill in Spaces with Bottles per Test			
6/22	12:35p			1	South End		X			883746
	10:00a			2	Babcock Park Pier		X			883752
	12:10p			3	Middle (Apt. pier)		X			883753
	12:00p			4	Lagoon		X			883754
	11:30a			5	North Channel		X			883755

Relinquished By:	Date/Time	Received By:	Date/Time	Lab Use Only
Tom TeBeest	6/22/17 2:00pm	[signature]	6-23-17 0940	Ice Present Yes No
Received by:	Date/Time	Received for Laboratory by:	Date/Time	Temp 6.9 IR Gun 14
		[signature]	6-23-17 1011	Cooler # 5894

Table C-1: Testing Parameters

Parameters required under s. NR 528.06				Additional parameters*
Physical	**Nutrients*** **	**Trace Elements** **	**Pathogens**	**Other** **
pH Percent solids, Percent organic matter, Electrical conductivity (EC) as a saturated paste 9045C MOSA 29-4.3 9050A	Total Kjeldahl nitrogen, A1100 TC Total nitrate nitrogen, Total phosphorus, Total potassium 351.2 9056 365.4 6010	Arsenic Cadmium Copper Chromium Nickel Lead Zinc 6010C	Pathogen or indicator organism FECAL MPN SM9221	Inorganics and pathogens Heavy metals/Trace elements (beyond routine). Additional pathogenic organisms as necessary (bacteria, viruses, helminth, protozoa, etc.) Organics Volatiles, Acid extractable compounds, Base/neutral, Pesticides, Polynuclear aromatic hydrocarbons (PAH)s, Oil and grease

* There may be other applicable and appropriate tests.
** Indicates a parameter that must be run at a laboratory certified or registered in accordance with ch. NR 149.
***In addition, the DNR recommends consulting the procedures employed by the University of Wisconsin Soil and Plant Analysis Laboratory or a soil testing lab certified by DATCP for tests that are nutrient in nature. The UW Soil Lab procedures are available at: http://uwlab.soils.wisc.edu/lab-procedures/. The DATCP certified labs are available at: http://datcp.wi.gov/uploads/Farms/pdf/Doc9eSoil&ManureTestingLabs.pdf.

Analytical considerations

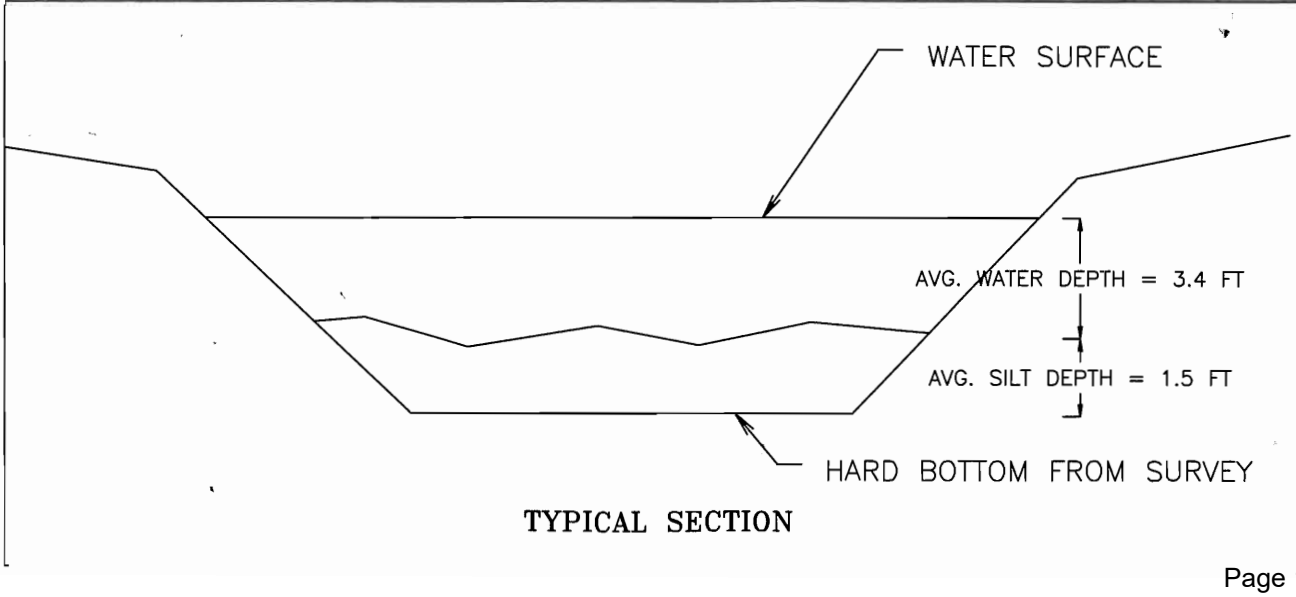
As Table C-1 indicates the parameters listed in the columns labeled as "Trace Elements" and "Other" must be analyzed at a laboratory certified or registered in ch. NR 149. This requirement does not apply to the parameters listed in the other three columns.

Consider the following items when developing a sampling and analysis plan:

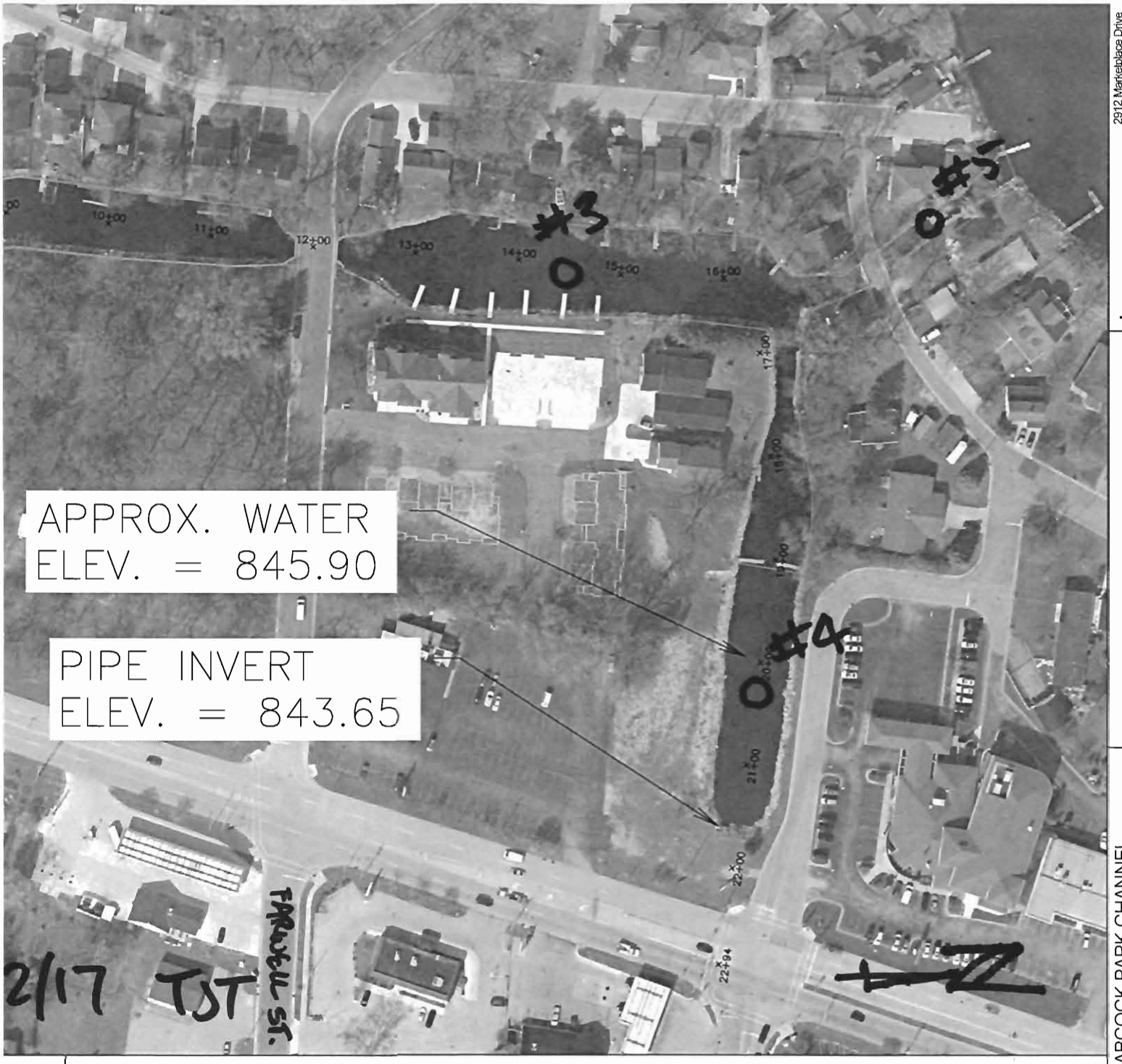
- Choose detection levels below the environmental standards levels.
- Choose test methods appropriate to the sediment material.
- Use standard methods as much as possible.

Here are some references to assist in determining appropriate analytical methods:

- EPA SW-846, Methods, Third Edition, rev. March 2009. Online version available at: http://www.epa.gov/epawaste/hazard/testmethods/sw846/online/index.htm
- Ch. NR 347, Sediment Sampling and Analysis, Monitoring Protocol and Disposal Criteria for Dredging Projects: http://www.legis.state.wi.us/rsb/code/nr/nr347.pdf
- Ch. NR 219 provides the protocol for analyzing samples for both municipal and industrial wastewater and solids (NR 204 and NR 214). These are very similar to the accumulated sediment to be sampled in stormwater control structures: http://www.legis.state.wi.us/rsb/code/nr/nr219.pdf
- Coliform and indicator pathogens: APHA. 1992. Standard methods for the examination of water and wastewater. 18th ed. American Public Health Association, Washington, DC: http://www.epa.gov/volunteer/stream/vms511.html



TYPICAL SECTION



RESTORATION TO HARD BOTTOM

- REMOVAL OF APPROXIMATELY 7400 CUBIC YARDS WILL ACHIEVE THE HARD BOTTOM FOUND DURING SURVEY
- ESTIMATED COST = $300,000
- ESTIMATED COST/SHORELINE FOOT = $62/FT FOR 4850 FT

RESTORATION TO BELOW HARD BOTTOM TO ACHIEVE 6 FOOT DEPTH

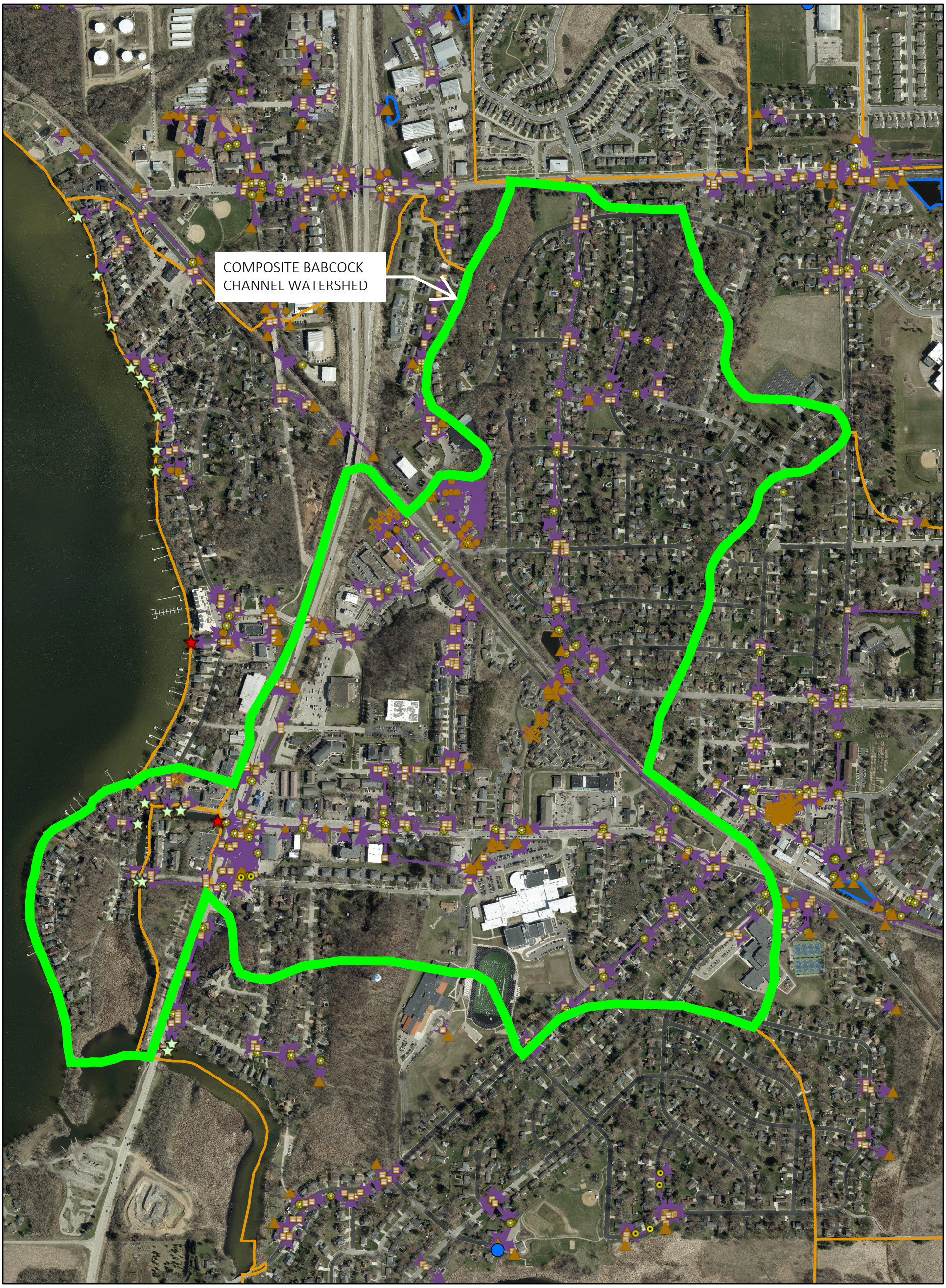
- REMOVAL OF APPROXIMATELY 18000 CUBIC YARDS WILL ACHIEVE A 6 FOOT CENTER DEPTH
- ESTIMATED COST = $725,000
- ESTIMATED COST/SHORELINE FOOT = $150/FT FOR 4850 FT

2912 Marketplace Drive

BABCOCK PARK CHANNEL

PROJ
DRAW
MC
DRAW
CHEC
DATE:
2
REVIS
SCALI
SHEE

Exhibit 5- Babcock Channel Watershed



4/22/2025, 9:41:44 AM

Discharge Points
- Major
- Minor

Storm Appurtenances
- Area Inlet
- Clean Out
- Endwall
- Manhole
- Other BMP
- Pipe End
- Street Inlet
- Storm Pipes
- Storm Ponds
- Drainage Basins Major

1:11,093

0 462.5 925 1,850 ft

0 140 280 560 m

ArcGIS Web AppBuilder

We are currently undergoing maintenance on some services, which may temporarily affect access to subscription accounts and the E-edition. We apologize for any inconvenience and appreciate your patience as we work to resolve the issues.

Exhibit 6

https://madison.com/news/local/environment/article_7c4526c2-0365-11f0-ab38-e7e7bdbc51f4.html

ALERT TOP STORY

YAHARA CHAIN OF LAKES | LOW WATER LEVELS

Low lake levels leaving boaters, anglers high and dry. Here's why

Barry Adams | Wisconsin State Journal
Mar 19, 2025

DELL Technolo

MONONA — Bernie Quinlan knows better than most how the Yahara River can change.

There have been times when rising water has covered part of his backyard after winters that have seen ample snowfall followed by steady spring rains.

Quinlan, 88, has lived along Winnequah Road just north of Pirate Island for the past 50 years, so he's not bothered by the sight of normally floating docks mired in mud or normally navigable channels containing just inches of water.

Floating docks at Grand Crossing Park in Monona are mired in the muck of the Yahara River due to low water levels. A lack of snow and spring rain has slowed efforts to raise water levels on Madison-area lakes to their summer minimums.

AMBER ARNOLD, STATE JOURNAL

He's confident the water will return in time for him to take his grandchildren fishing for bluegill. But for now, his 16-foot boat with a 25-horsepower motor is in drydock on a lift on the bank of the shallow river across from Buck & Honey's.

"It'll come up," Quinlan said as he looked out over the river from his backyard. "It's a little low now, but I've seen this before. We just don't want it too high."

People are also reading...

1 **How teams are seeded in this year's state boys basketball tournament**

2 **Suspect sought in Saturday afternoon stabbing on State Street**

3 **Restaurant review: Haven't been to Fresh Mart? You're missing out**

4 **How a troubling trend is impacting girls high school basketball in Wisconsin**

It's all part of the aquatic dance Madison-area lakes put on in March.

It plays out each spring with the extremes drawing attention from those who own waterfront property, the anglers who come here to fish, and local officials who in some years have had to close roads and provide sandbags when heavy rains come on the heels of melting ice and snow. Slow, no-wake orders have also been common in years of high water, which has kept recreational boaters and water skiers at home.

Bernie Quinlan, 88, who has lived along the Yahara River in Monona for 50 years, looks over his dock and boat lift. Despite the low water levels, he's confident the levels will be adequate for the coming boating and fishing seasons.

AMBER ARNOLD, STATE JOURNAL

But this spring is about a lack of water.

In 2024, the area received 48.5 inches of precipitation, 11.5 inches more than normal, according to John Reimer, assistant director of Dane County's Land and Water Resources Department. The department is charged with operating dams along the Yahara River to control water levels on lakes Mendota, Monona, Waubesa and Kegonsa.

But a lack of snow over the winter and meager spring rain have the lakes off to a slow start toward reaching their summer minimum levels, established by the state Department of Natural Resources.

Lake levels on the Yahara Chain of Lakes are controlled by a series of dams, including this lock and dam at Babcock County Park in McFarland.

AMBER ARNOLD, STATE JOURNAL

Lake Mendota, for example, was about 10 inches lower Tuesday than its summer minimum of 849.6 feet above sea level and 16 inches below the summer maximum. The largest lake in the chain, Mendota could also be the last to fill.

Lake Kegonsa near Stoughton, and home to a state park, was about 5 inches below its summer minimum and about 11 inches from its summer maximum. It could be the first to fill, since it is at the bottom of the chain, Reimer said.

That's why the gates on most of the Yahara River's five dams are largely closed, allowing just a minimal amount of water to flow in an attempt to bring lakes up to their summer target by Memorial Day weekend.

"It's just a timing thing. If we get rain right now, they'll fill up quicker," Reimer said. "We're closing the dams down so we can hold water in the lakes and have the lakes rise up."

The watershed could get a needed boost Wednesday with a half to three-quarters of an inch of rain predicted for the Madison area followed by 1 to 3 inches of snow. Combined, it could help raise lake levels over the coming days through a combination of precipitation falling directly in the waterways and from runoff of rain and melting snow. That could raise lake levels by 1 to 3 inches, Reimer said.

While Madison-area lakes are experiencing low water levels this year, the situation is sometimes the opposite. In 2018, high lake levels led to flooding, prompting members of the Wisconsin Army National Guard to help build sandbag berms along the Lake Monona shoreline in Monona's Belle Isle neighborhood.

JOHN HART, STATE JOURNAL ARCHIVES

A complicated watershed

The 62-mile Yahara River is fed by a 536-square-mile watershed that covers about a quarter of Dane County. It includes a mix of urban and agricultural land and is populated by more than 370,000 people, according to the Center for Limnology at UW-Madison.

The watershed has been challenged by flooding, invasive weeds, runoff of phosphorous and road salt, and competing uses from those who canoe, kayak, fish and use powerful boats to ski and wakeboard.

Efforts have been made in recent years to improve the flow of water through aquatic plant removal, dredging, dam management and runoff projects, but when and how much precipitation falls cannot be controlled.

Water levels are lowered in the fall to prevent flooding in the spring and ice damage to shorelines in the winter, said Reimer. After March 1, the county begins its effort to return the lakes to their summer minimums using dams and locks at Tenney Park in Madison, Babcock Park in McFarland, the La Follette Dam at the outlet of Lake Kegonsa, the Stoughton Dam a few blocks south of the city's downtown, and the Dunkirk Dam along Highway N, about a mile south of Stoughton.

"Now we're in that transition zone going up to summer minimum," Reimer said.

Signs normally in the water of Starkweather Creek at Olbrich Park are now on land due to low water levels throughout the Yahara River watershed.

AMBER ARNOLD, STATE JOURNAL

Stranded docks, bigger beaches

In the meantime, there is more exposed shoreline around Lake Mendota.

At the outlet of Starkweather Creek into Lake Monona at Olbrich Park, a sign warning boaters of shallow water isn't even in the water but sits in a bank of dry mud and sand. There's more beach at Bernie's Beach on Monona Bay, while it's unclear whether a boat launched at Babcock Park would be able to make it out of the lagoon and into the main body of Lake Waubesa.

Back on the Yahara River, the docks in front of the Waypoint Public House in Monona no longer touch water, while pontoon boats in a channel surrounding Pirate Island have no chance of launching since there's only a trickle of water. At the nearby Grand Crossing Park and in front of the Four Lakes Yacht Club, it would be nearly impossible to dock a boat due to the low water.

But even without rain, the lakes will continue to rise due to groundwater that continually seeps into the system. Throw in a a few rain events, and hitting the summer minimum lake levels by Memorial Day weekend could happen.

"I'm pretty confident about it," Reimer said. "We're generally lower than we are in prior springs."

The Yahara Lakes: Giants Among Us

The Yahara lakes are the Madison-area's dominant natural feature. They affect our daily lives, yet we may not know them well. This Wisconsin State Journal series examines the history, impact and health of our lakes.

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, May 27, 2025**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT: **Cassandra Suettinger, Deputy Administrator/Clerk, Melanie Camelia, Communications Manager**

AGENDA ITEM: **Discussion and introduction of the proposed draft Chapter 3 Public Notification Policy.**

PREVIOUS ACTION:
The Village Board took action at its October 22, 2024 meeting to refer further discussion of this matter to this meeting.

The Committee of the Whole met on November 26, 2024 to additionally discuss the referral.

The Committee of the Whole met on February 25, 2025 to review the memo from staff outlining steps to address the referral. At that time the Board directed staff to draft a Public Notification Policy.

ISSUE SUMMARY:
At the May 27, 2025 meeting staff will present and introduce the proposed draft Chapter 3 Public Notification Policy. Attached is a copy of the draft Public Notification Policy for feedback.

In addition to the policy, staff will discuss additional recommendations including:

1. The Village Board did not move forward with an RFP to update the Village's Zoning Code. In light of the desire to review the notification distances and processes, staff recommend an ordinance amendment be brought forward to review the current notice requirements in the code to make updates accordingly.
2. Review of the current Public Comment Policy. Creation of the Public Notice policy resulted in practices that should be clarified through the policy. A key component of the public notification policy is education to the public on government meetings, how they work and how they will be able to participate. There are areas of practice within meeting participation that should be reviewed and the policy updated accordingly. If agreeable, staff would recommend this come forward at a future meeting.

FINANCIAL/BUDGET IMPACT:
None.

VILLAGE PLAN REFERENCE:
None.

ORDINANCE REFERENCE:
Various portions of the Village code of ordinances provide direction on public notices. A full listing of public notice requirements can be found in the November 26, 2024 Committee of the Whole Packet.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
Presented for introduction and discussion only.

ATTACHMENTS:
1. Chapter 3 - Public Notifications - FINAL DRAFT - 05.23 - VB

CHAPTER 3 PUBLIC NOTIFICATION POLICY

SECTION 3.01 Purpose

The Village encourages engagement among its boards, committees, commissions, and citizenry and seeks to provide community members with ample notice of forthcoming projects and initiatives so that they may offer informed input. The purpose of this policy is to outline expectations and best practices for providing such notice beyond the limited requirements of the relevant statutes and ordinances to allow for broader engagement with Village residents.

SECTION 3.02 Application

This policy applies to all Village notices required by Village ordinance, state statute, or otherwise legally required, as well as courtesy notices provided to members of the public pertaining to public use of private property.

SECTION 3.03 Procedure for Public Notices

(a) The Village department responsible for the preparation of any required notice shall create said notice. The notice shall be compiled in accordance with the requirements of the applicable ordinance(s) and/or statute(s) and shall include each of the sections included in the Public Notice Template (provided in this policy as Appendix A).

(b) For any given notice, Village Staff shall follow all applicable ordinances regarding the required notice distribution radius. All property addresses and property owners within the required notice distribution radius shall be included in the distribution, including but not limited to tenants, renters, business owners, property owners, both Village residents and non-Village residents.

(c) All public notices should include a web address and corresponding, scannable QR code that route to a public, online feedback form(attached as Appendix C. Notices should also include information about the availability of printed feedback forms, which shall be made available upon request and accepted for consideration at the McFarland Municipal Center.

(d) The responsible Village department shall post a copy of each public notice it distributes on the Village's official website as a 'News Flash.' Said News Flash shall include the complete content of the distributed notice in an accessible, web-based format, a downloadable PDF copy of the notice as it appears in print, and all relevant attachments and supplemental materials, including, but not limited to,

plan documents, applications, maps, illustrations/renderings, etc. Attachments and supplemental materials may be provided in the form hyperlinks that route to said materials in either downloadable PDF or web-based formats.

(e) The Village's official website shall include general information on how public meetings are conducted and how members of the public can expect to be able to participate. Additionally, an online public comment form will be made publicly available for all residents to submit comments and feedback directly to the Village through the official website, in addition to the other extant means of providing comments and feedback, including via email, posted mail, and the printed feedback forms that are available upon request at the McFarland Municipal Center.

(f) The responsible Village department shall provide the Village Communications Division their draft of each public notice, along with any and all attachments and supporting materials, a minimum of 14 days in advance of the date on which they intend distribute said notice to the post office for mailing or to the paper for publishing, whichever is soonest. Requests for dissemination for less than 14 days in advance shall be made on a case-by-case basis by the Communication Manager based on availability of staffing and the ability to utilize relevant communication mediums.

(g) Communications Division staff shall prepare and disseminate appropriate communications about each public notice via relevant communications mediums, to be published and/or distributed prior to the distribution of notices to residents within the required distribution radius or publishing of the notice. Relevant communications mediums may include, but are not limited to, social media, digital and/or print newsletters, mass email and/or text message distributions to subscribers, and printed materials posted or distributed in physical locations throughout the village. Whenever possible, these communications will include a hyperlink or web address and corresponding, scannable QR code that route to the News Flash published on the Village's official website.

Adopted: XXXX, 2025

Appendix A – Public Notice Template

Notice shall include:

1. Place and Time of Meeting
2. Topic to be discussed including
    a. Information required by Statute/Ordinance
    b. Any supporting documentation such as application, proposed plan, etc. The supporting documentation can be provided in the form of attachments in the mailing or hyperlink/web address and corresponding, scannable QR code to where the materials are located on the Village website. Additionally, in cases where a hyperlink is provided, the mailing shall provide language outlining how a paper copy of the materials can be obtained at no charge to the requester.
    c. Background on the topic at hand. See Template B for Best Practices.
    d. Expectations on what to expect at the public meeting and how to engage and participate.
        i. Meeting Attendance Format
            1. In-Person option
            2. Zoom Component
            3. Letter/Email Feedback for those unable to attend.
        ii. Public Meeting Expectations
            1. Outline of how the meeting will be conducted.
            2. How and when the public will be provided with an opportunity to provide their feedback.
            3. Overview of meeting decorum. (I.E. The public will be provided 3 minutes to address the BCC.) The BCC will take all public comments on the matter.

Appendix B –Best Practices for Public Notices

Content

- Consider your audience and write for them. When your audience is the general public, you should assume that you're writing for a diverse group of people with varying interests, life experiences, historical awareness, and preexisting knowledge of the type of work that is the basis for your notice. It is generally best to write for the members of your audience who have the least preexisting knowledge and understanding of the type of work, specific project, specific step or action being notified, and procedures for next steps. By providing the level of information that this portion of your audience needs to be fully informed, you ensure that those with preexisting knowledge are also able to fill in any gaps.

- What questions does your audience have? If you've sent similar notices or discussed the relevant work with members of your audience previously, you can draw from the questions that have already come up. Another option might be to enlist a colleague or two from another department to review your draft notice and write down any questions they would have if they received it in their own mailbox. Once you have their questions, edit or add to your draft to clarify information and answer those questions. If a lot of additional information is needed to answer those questions, consider including an FAQ, written in a 'question and answer' format.

- Define legal terminology and industry jargon. Unless you're writing a notice for a group of lawyers or other people professionals in your field, you should clearly define any specialized terms and take steps to build shared understanding amongst your audience. If a word or phrase has a meaning in your field that differs from common understanding, you should take the following clarifying steps:
    - If possible, replace the term or phrase with commonly-understood language that relays the same intended meaning.
    - If using the term or phrase is unavoidable, define it explicitly. Make sure you clarify what the term does and does not imply within the context of relevant law or in your field of work. In select cases, it may be helpful to explain where the term comes from and why you are using it.
- Organize information by level of importance to your audience. Begin with the key facts they need to know and make the purpose of the notice clear. Background and explanatory information should come later. If there is a lot of background information, it may be necessary to reference attachments or additional resources. When you reference a source of additional information, be as specific as possible.
    - For example, instead of saying, "For more information, visit…," you could say something like, "You can learn more about the process for amending

the zoning code by visiting…," or, "Step-by-step instructions for submitting public comment can be found at…"

- Organize procedures and follow-up instructions chronologically, using numbered bullets whenever appropriate.

- If follow-up steps require the submission of certain information, organize the requirements into a bulleted list. If there are many requirements or steps, consider attaching or pointing to a checklist.

- Consider representing complex information by multiple means. People process and learn new information in a variety of ways. For example, if you're presenting a numerical data set, consider including a written summary of the data, a table with the numbers, and a visual chart or graph. Likewise, if you're instructing recipients on where to drop off a form or where to find an important button on a webpage, consider including a photograph of the drop-off site or a screenshot showing the location of the button.

- Address your audience members directly, as individual members of our community. Rather than addressing 'residents' or 'property owners' as a group, directly address the individual recipient as 'you' to avoid any ambiguity. This simple shift can make the personal applicability of your notice clearer to the reader. It can also shift your perspective as a writer—since addressing an individual often feels more personal than addressing a group, this shift can make it easier to write public notices about projects and proposals with the same sensitivity and consideration you would bring to a one-on-one conversation.

- Use active voice to promote clarity and keep sentences concise. This usually means that your sentences will follow this format: [subject] [verb] [object].
    - For example, instead of, "The project [object] was authorized [verb] for bid by the Village Board [subject],"say, "The Village Board [subject] authorized [verb] the project [object] for bid." Instead of, "Your petition must be delivered to the village clerk by May 30 if you wish to receive consideration," say, "You must deliver your petition to the village clerk by May 30 to be considered."
- Make sure your grammar and spell check tools are turned on. It's always a good idea to have a colleague review your draft for spelling and grammar mistakes or typos as well. Sometimes fresh eyes make all the difference.

- Once you finish an initial draft, make an editing pass with the specific intent of reducing filler words. The goal is to present all of the necessary information as clearly and efficiently as possible.

- Aim for concise paragraphs. Each paragraph should include information about a single topic or concept.

- Use topical section headings to further break up text and assist notice recipients in finding the specific information they're looking for. Phrasing headings as questions is often very effective. When that's not possible or appropriate, use descriptive headings that preview the section content as specifically as possible.

Formatting, Style & Accessibility

- Most public notices coming directly from a Village department should be formatted on the Village's standard letterhead. A Microsoft Word template (.dotx) that's pre-formatted with the letterhead is available to staff within the shared drive. This template should be used to ensure formatting consistency. Per the template, the Village logo and general contact information should only appear at the top of the first page of a document. Subsequent pages include a solid blue line along the bottom to provide visual continuity. The letterhead template is set up to automatically adhere to these formatting guidelines and should not be modified.

- Refer to the Village of McFarland Brand Guide if you're creating attachments or supplemental materials that should include the Village logo. The brand guide includes parameters for the use of each logo variation, including sizing, spacing, color contrast, and more.

- The Village's approved, primary fonts for most applications are Heebo and its 'parent' font, Roboto. Both fonts are 'sans serif,' meaning they do not include serifs, the small decorative strokes added to letters in fonts like Times New Roman, Garamond, or Museo Slab. Sans serif fonts are considered more readable, especially for blocks or paragraphs of text. The brand fonts should be used to promote accessibility and provide visual consistency.

- The secondary font approved for headlines, document titles, and top-level section headings is Museo Slab 700 ('700' denotes the stroke weight). As needed or otherwise appropriate, Heebo or Roboto may also be used for these purposes. Subsection headings should always appear in Heebo or Roboto.

- When creating versions of notices or materials in languages that do not use Latin characters, research recommended fonts for readability and accessibility and select from those recommendations.

- Font size for the main text of a document should always be 12 points or larger. Font size for captions should always be 9 points or larger. If caption text appears at the same size as your main text, it should be otherwise distinguished through the use of light italicization, bolding, sufficient buffer spacing, or a combination.

- Unless required by a superseding policy or law, primary text should always be left aligned for accessibility purposes. Heading or subheading text may be either left aligned or centered if it fits on one line. Headings that take up two lines should be left aligned. Text and heading alignment should be consistent throughout your document. Justified text should always be avoided. Right aligned text should only be used sparingly and in instances where it enhances readability.
    - When creating versions of documents in a language that is not written using Latin characters or read left to right or top to bottom, follow the accessibility conventions for the script you're formatting.

- When formatting text, the following guidelines for line and letter spacing should be followed to promote readability:
    - Line spacing within a paragraph should be at least 1.5 times the font size.
    - Line spacing between paragraphs should be at least 2 times the font size.
    - Letter spacing should be at least .12 times the font size (this is already default for the Village's approved fonts).
    - Word spacing should be at least .16 times the font size (this is already default for the Village's approved fonts).
    - When creating versions of documents in a language that is not written using Latin characters or read left to right or top to bottom, follow the accessibility conventions for the script you're formatting.

- If you're following the line and paragraph spacing conventions noted in the point above, first-line indentation at the start of each paragraph is redundant and should not be used. If you are unable to follow the spacing guidelines, new paragraphs should still be distinguished using standard, first-line indentations.

- While it was once the convention, the ubiquity of modern word processing technology has eliminated the need for extra spaces after periods. For accessibility and readability purposes, always use a single space after a period.

- Color should not be used alone to communicate information.
    - For example, when marking multiple areas on a map, it is not sufficient to outline each of them with a solid line, even if they're all different colors. Instead, you might mark one area with a solid line, another with a dashed line, another with a dotted line, etc. These different types of lines may also be differentiated by color, but it needs to be paired with a differentiating

element that does not rely on the ability to see or differentiate colors.

- If using outlines, shading, highlighting, color, or ambiguous, non-standardized, or uncommon symbols to relay information, you should always include a key to explain what these visual elements indicate. For commonly understood symbols or pictograms, this may not be necessary, but your specific audience and their needs and level of pre-existing knowledge should always be considered. When in doubt, include a key.

- To meet accessibility standards, text and most visual elements of any document must achieve a high enough level of color contrast against their background. The World Wide Web Consortium has developed and maintains the standards for online content accessibility, the Web Content Accessibility Guidelines (WCAG). While many of the WCAG guidelines are specific to digital content, the guidelines for color contrast should be followed for both digital and print communications. There are a few things to know about color contrast and accessibility:
    - Color contrast is expressed as a ratio that compares the 'luminance' or brightness of your foreground and your background colors. The second number is a contrast ratio is always 1, and ratios can range from 1:1 (white on white) to 21:1 (black on white). When the first number is higher, it means your foreground color has a higher degree of contrast against your background color.
    - The WCAG 2.1 Level AA standard is considered best practice and which will be phased in as the federally-required standard for all government agencies by 2027. This standard has different contrast ratio requirements for small or standard text, large text, and graphical objects. The required ratios are as follows:
        - Small or standard text (any non-bold text below 18 point or 24 pixels; any bold text below 14 point or 18.66 pixels): 4.5:1 minimum
        - Large text (any text at or above 18 point or 24 pixels; bold text at or above 14 point or 18.66 pixels): 3:1 minimum
        - Graphical objects (icons, symbols, pictograms, or other graphic elements that convey important information: 3:1 minimum
        - Purely decorative graphics or images, such as the Village's branded background pattern, are exempted from these standards. Logos are also exempted from the WCAG standards. However, it is still best to achieve a minimum contrast ratio of 3:1 when using the Village logo.

- When using visual elements that need to be resized, use care to ensure they are scaled proportionately. Do not distort logos, maps, charts, graphic designs, or photos by adjusting the height or width independently. When appropriate, crop photos to achieve desired dimensions without distortion. Use care when cropping

graphic elements to make sure that important visual information is not lost and that proper spacing is maintained around each element.

- Multi-page documents should include sequential page numbers. For documents on the Village letterhead, page numbers should appear in the document footer, aligned right, and notated using Western Arabic numerals (i.e. 0, 1, 2, 3, 4, 5, etc.). Unless you are following an alternative formatting convention to achieve continuity with existing materials or preparing a document that will be printed on both sides of each page and bound, the same formatting should be used for page numbers on any attachments or supplemental materials.

- Page numbering should be specific to each unique document rather than carrying across multiple documents. For example, if you are sending a multi-page notice with an attachment, both the notice and the attachment should begin with page 1.

- Heading hierarchy is important for accessibility and general readability. Not only does proper header hierarchy make it easier for most readers to find the content they're most interested in, it also allows for proper document navigation via screen reader. On printed materials, heading hierarchy is depicted visually through font, color, text size, and bolding or underlining, with document titles presented most prominently, top-level headings presented next most prominently, and so on. This is similar for digital documents (including Word files, PDFs, webpages, etc.). However, to make digital documents properly navigable by screen reader, this hierarchy must also be built into the document metadata.
    - In HTML code, the code that is used to build basic webpages, this is achieved using the tags <title>, <h1>, <h2>, <h3>, and so on.
    - In Word, heading hierarchy can be achieved by standardized use of the 'Styles' tool. Document titles should use the 'Heading 1' style, top-level section headings should use the 'Heading 2' style, subsection headings should use the 'Heading 3' style, and so forth.
        - Note: Unless you have specifically set up custom styles in Word, the 'Styles' tool will automatically apply the default styling to your text. You can still adjust the font, text size, and text color of a stylized heading without losing the associated metadata. However, that also means that you must pay close attention to your text styles, especially if you're reconfiguring your headings. Screen readers will navigate your document based on this metadata, not based on the visual appearance of your document.

- Always comply with any additional accessibility guidelines established by the Village or required by state or federal law.

Attachments & Supplemental Materials

- There are a variety of types of attachments or supplemental materials that may be appropriate for inclusion with a public notice. Some examples include:
    - An FAQ document or fact sheet
    - A copy of a draft ordinance, resolution, or policy
    - A map of a project's impact area(s)
    - An insert explaining what to expect at a public hearing or meeting or how to register a public comment
    - A feedback form or survey
    - A copy of a permit or development application
    - An explanatory or informational resource from an outside organization or agency

- Whether an attachment or supplemental document is necessary or appropriate must be assessed on a case-by-case basis. Factors to consider include:
    - Document length: For mailed notices, the cost of including additional pages can add up quickly, and longer documents are less likely to be read in full. Document length and the associated costs should be considered when determining whether or not to include an attachment or supplemental material with your mailed notice.
    - Document size and scale: If the attachment in question is or includes a visual element, such as a map of a large area, that will be too small to be legible when scaled to fit on standard 8.5"x11" paper, it should likely not be included as an attachment. If your visual element is still legible when scaled, it may be appropriate to include.
    - Document accessibility: Some attachments, such as certain outside resources or photocopies of physical books or older documents, may not meet the current standards for accessibility. This does not mean they cannot be included. However, consideration should be given as to whether there is a more accessible way to present the same information.

- In cases where an attachment or supplemental document is deemed inappropriate for mailing in printed form, it is often still appropriate to include information about where a referenced document or helpful resource may be accessed. When this is the case, the following information should be included in or alongside your notice:

    - Instructions for digital access: Information should include both a scannable QR code and the written-out URL. If the written URL is quite long, it is preferable to set up a redirect from a shorter URL. This is possible for most Village webpages in CivicPlus. For certain documents or external webpages, a link shortening tool (such as Bitly or TinyURL) may be used.

- Instructions for physical access: Information should include any options or steps to obtain a printed copy. Any location addresses or necessary contact information should be included. Readers should not need to look up an address or phone number elsewhere.

It is important to include options for both digital and physical access. For many people, digital documents are more accessible because they can be read using a screen reader or other assistive technology. Digital text can also typically be made larger using a zoom function or built-in accessibility tool that adjusts font size. For others, a lack of reliable Internet access or technical knowledge may make printed copies the most accessible option.

- Whenever possible, particularly when you are creating the attachment or supplemental material yourself, the guidance from the previous two sections of this appendix ('Content' and 'Formatting, Style & Accessibility) should be applied.

Notice Distribution

- Mail vs. direct distribution

- Unless otherwise allowable or required, door-to-door notice distribution should occur between the hours of 9 a.m. and 9 p.m.

- Whenever possible, consider the distribution timing and larger context surrounding your intended notice before taking steps. While some notices have legal requirements for distribution timelines that cannot be avoided, use discretion and take advantage of timeline flexibility when it's available. Timing factors to consider may include:
    - Community, regional, or world events that may impact the project, the notice content requirements, or the way your notice's tone and language choices will land with your audience.
    - The proximity of your notice distribution to holidays and religious, spiritual, and cultural celebrations, memorials, or observations.
    - The proximity of your notice distribution to school breaks.
    - The proximity of your notice to an election.
    - How your project and notice fit into the larger scope of work being performed across all Village departments.
    - Proximity of your notice distribution to the distribution of other notices from your department or other Village departments, particularly if there is any likelihood for confusion or conflation, or if both notices impact the same geographic area or require recipients to take significant follow-up steps.

Supporting Communications

- Supporting communications may include:
    - The digital distribution of your notice on the Village website.
    - Posts about your notice from the Village's social media accounts.
    - Related project information housed on a webpage, news flash, blog post, or uploaded document.
    - Press materials accompanying your notice (not including the notice itself or correspondence related to the required publication of your notice in the newspaper).
    - Communications in any format that seek to educate about your project.
    - In some cases, communications in any format that seek to educate more generally about the policies, procedures, laws, practices, research findings, etc. that apply to the content of your notice.
        - For example, a blog post on the Village website that explains Robert's Rules of Order and how and when they're applied in public meetings or hearings could be considered a supporting communication for a notice about an upcoming public hearing. A video about ADA requirements for public walkways could be considered a supporting communication for a notice related to upcoming sidewalk construction, especially if the public has questions about grading, width, cutaways, etc.

- Supporting communications should always comply with the most current Village guidelines for the use of various communications mediums.

- Whenever possible, particularly when supporting communications are being created in house, the applicable guidance from the sections of this appendix covering 'Content' and 'Formatting, Style & Accessibility' should be applied.

Appendix C – Public Notice Feedback Form

[Embed print version within box on page.]

[Questions might include:

1. Do you have any **questions** about this **project or initiative**? If so, please provide them in the space below.

2. Do you have any **comments or feedback** about this **project or initiative**? If so, please provide them in the space below.

3. Do you have any **questions** about the **actions or responses required by this notice** (if applicable)? If so, please provide them in the space below.

4. Would you like to request direct follow-up from a member of the Village staff regarding your question(s) or comment(s)?

   ☐ Yes ☐ No

5. If you selected 'Yes' above, please provide a phone number and/or email address where you can be reached.

   (If a phone number is provided, staff will first attempt to contact you by phone and will attempt to leave a voicemail with a call-back number if you are unable to answer. If you are unable to answer and they are unable to leave a voicemail, they will secondarily attempt to contact you via email, if an email address has also been provided. If only an email address is provided, you will only receive email follow up.)

6. (Opt.) Which of the following statements best describes how you feel about the **amount of information** and **level of detail** provided in the **notice** you received?

   ☐ Not enough information was provided.
   ☐ Just the right amount of information was provided.
   ☐ Too much information was provided.

   CONTINUED…

7. (Opt.) Which of the following statements best describes how you feel about the **relevancy** and **usefulness** of the information provided in the **notice** you received, with regard to your own daily life?

   ☐ None of the information provided felt relevant or useful to me.
   ☐ Some of the information provided felt relevant or useful to me.
   ☐ All of the information provided felt relevant or useful to me.

8. (Opt.) Which of the following statements best describes how you feel about the **timing** of the **notice** you received?

   ☐ The notice was sent at an appropriate time.
   ☐ The notice was sent too early.
   ☐ The notice was sent to late.

9. (Opt.) If you would like to clarify any of your responses above or provide other feedback about the notice your received, please do so using the space below.]

RESOLUTION 2025-10

A RESOLUTION RATIFYING AND APPROVING A PURCHASE AGREEMENT FOR PROPERTY LOCATED AT 5410 & 5412 BASHFORD STREET, MCFARLAND, WI.

WHEREAS, the Village Board previously approved a Comprehensive Plan, Economic Strategic Plan, Downtown Strategic Market Analysis and Opportunities Assessment, and Village Center Master Plan, which contemplates the redevelopment of portions of the Village's Downtown areas; and

WHEREAS, the duplex residential property located at 5410 & 5412 Bashford Street is located within the Village's Tax Increment Finance District #4, and has been offered for sale directly to the Village by the property owner; and

WHEREAS, the Village staff have negotiated a tentative agreement for the purchase by the Village of 5410 & 5412 Bashford Street on the terms of the proposed transaction as reflected in the purchase agreement attached hereto as Exhibit A; and

WHEREAS, the Village Board finds the terms of the proposed agreement to be fair and reasonable and has determined that the purchase of the property on said terms for redevelopment will promote the public interest;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement attached hereto as Exhibit A is ratified and approved, and the Village Administrator is authorized to take such actions as may be necessary to carry out the agreement, including the authority to execute inspections, testing, surveying, deeds, notices, procedural amendments, waivers, closing statements and similar documents as may be appropriate in completing the transaction contemplated thereby.

BE IT FURTHER RESOLVED, that the Village Administrator is authorized to submit an application for financial assistance to the County of Dane under the Dane County Conservation Fund Grant Program for the acquisition of property; to sign documents; and to take action necessary to undertake, direct, and complete an approved Dane County Conservation Fund grant project application for expansion of the Lower Yahara River Trail on the property located at 5410 & 5412 Bashford Street, McFarland, WI.

Adopted at a regular meeting of the Village Board this 27th day of May, 2025.

_____
Stephanie Brassington
Village President

ATTEST:

_____
Cassandra Suettinger
Deputy Administrator/Clerk

RESOLUTION 2025-10	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Annen –	Boyd –
Brassington –	Fessler –
Leamy –	Peña –
Prill –	
VOTING RESULTS	
Motion Carried	
Motion Defeated:	

Resolution 2025-10, Exhibit A

WB-11 RESIDENTIAL OFFER TO PURCHASE

~~LICENSEE DRAFTING THIS OFFER ON~~ May 2, 2025 ~~[DATE] IS (AGENT OF BUYER)~~ ~~(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)~~ ~~STRIKE THOSE NOT APPLICABLE~~

The Buyer, Village of McFarland, a Wisconsin municipal corporation, offers to purchase the Property known as [Street Address] 5410-5412 Bashford Street in the Village of McFarland, County of Dane Wisconsin (insert additional description, if any, at lines 537-542 or in an addendum per line 563), on the following terms:

PURCHASE PRICE The purchase price is Four Hundred Thousand and 00/100 Dollars Dollars ($ 400,000.00).

INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: None other.

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

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

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

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

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

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before May 7, 2025. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

CLOSING This transaction is to be closed on December 5, 2025 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a weekend, or a federal or a state holiday, the closing date shall be the next Business Day.

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

©2019 WRA Forms Subscription Library

EARNEST MONEY

☐ EARNEST MONEY of $ N/A accompanies this Offer.
If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
☐ EARNEST MONEY of $ N/A will be mailed, or commercially, electronically or personally delivered within N/A days ("5" if left blank) after acceptance.
All earnest money shall be delivered to and held by (listing Firm) (Buyer's agent's Firm) (third party identified as _____) **STRIKE THOSE NOT APPLICABLE** (listing Firm if none chosen; if no listing Firm, then Buyer's agent's Firm; if no Firm then Seller).
☒ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.
☐ HELD BY: Earnest money shall be delivered in accordance with lines 59-60 and held in the account of the party identified on lines 61-63. If earnest money is held by a Firm, the Firm will hold the earnest money until applied to the purchase price or disbursed as provided at lines 71-91.
CAUTION: Should persons other than a Firm hold earnest money, an escrow agreement should be drafted by the Parties or an attorney as lines 71-91 do not apply. If someone other than Buyer pays earnest money, consider a special disbursement agreement.
☐ DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM: If negotiations do not result in an accepted offer and the earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4) upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the earnest money any costs and reasonable attorneys' fees, not to exceed $250, prior to disbursement.
☐ LEGAL RIGHTS/ACTION: The Firm's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified mail. If Buyer or Seller disagree with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

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

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

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 116-178) other than those identified in Seller's Real Estate Condition Report ~~dated~~ _____ ~~, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference~~ ~~COMPLETE DATE OR STRIKE AS APPLICABLE~~ ~~and~~ to be delivered as provided in Addendum A.
_____
_____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT

©2019 WRA Forms Subscription Library

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

w. Other Defects affecting the Property.

©2019 WRA Forms Subscription Library

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If Seller has the right to cure, Seller may satisfy this contingency by:

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

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

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

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

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

(2) Seller has the right to cure but:

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

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

©2019 WRA Forms Subscription Library

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

☐ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.
If Seller has the right to cure, Seller may satisfy this contingency by:
(1) delivering a written notice of Seller's election to cure within 10 days after delivery of Buyer's notice; and,
(2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by giving Buyer a report of the work done and a post remediation test report indicating a radon level of less than 4.0 pCi/L no later than three days prior to closing.
This Offer shall be null and void if Buyer timely delivers the above written notice and report to Seller and:
(1) Seller does not have the right to cure; or
(2) Seller has the right to cure but:
(a) Seller delivers written notice that Seller will not cure; or
(b) Seller does not timely deliver the notice of election to cure.

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

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

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

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

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

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

☐ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.
This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:
(1) signed by Buyer; or
(2) accompanied by Buyer's written direction for delivery.
Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

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

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

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

©2019 WRA Forms Subscription Library

[ ] **SELLER FINANCING:** Seller shall have 10 days after the earlier of:
(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 285-288; or
(2) the Deadline for delivery of the loan commitment set on line 251
to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.
~~**IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT**~~ ~~Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:~~
~~(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or~~
~~(2)~~ _____
_____ ~~[Specify documentation Buyer agrees to deliver to Seller].~~
~~If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.~~
[ ] **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.
This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value not equal to or greater than the agreed upon purchase price, and a written notice objecting to the appraised value.
[ ] **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.
If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.
This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:
(1) Seller does not have the right to cure; or
(2) Seller has the right to cure but:
(a) Seller delivers written notice that Seller will not adjust the purchase price; or
(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.
NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.
[ ] **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at _____
no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this Offer.
[ ] **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:
(1) Written waiver of the Closing of Buyer's Property Contingency if line 330 is marked;
(2) Written waiver of _____
_____ (name other contingencies, if any); and
(3) Any of the following checked below:
[ ] Proof of bridge loan financing.
[ ] Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.
Other: _____
_____
[insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

©2019 WRA Forms Subscription Library

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

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

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

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

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

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

[ ] The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

[X] Current assessment times current mill rate (current means as of the date of closing)

[ ] Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

[ ]

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

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

TITLE EVIDENCE

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

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

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

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

©2019 WRA Forms Subscription Library

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

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

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

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

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) ~~(oral)~~ ~~STRIKE ONE~~ lease(s), if any, are addressed in Addendum A.

_____ . Insert additional terms, if any, at lines 537-542 or attach as an addendum per line 563.

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

©2019 WRA Forms Subscription Library

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

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

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

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

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

If Buyer defaults, Seller may:

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

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

If Seller defaults, Buyer may:

(1) sue for specific performance; or

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

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

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

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

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

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

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

Seller hereby represents that Seller is not a Foreign Person. Buyer and Seller agree to comply with FIRPTA requirements under IRC § 1445. No later than 15 days prior to the closing, Seller shall execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's

©2019 WRA Forms Subscription Library

non-foreign status in accordance with IRC § 1445. Any representations made by Seller with respect to this issue shall survive the closing and delivery of the deed. If Seller fails to deliver certification of Seller's non-foreign status, Buyer shall be entitled to either: (1) withhold the amount required to be withheld pursuant to IRC § 1445 from amounts otherwise payable to Seller under this Offer; or, (2) terminate this Offer by written notice to Seller prior to closing. Buyer and Seller shall complete, execute, and deliver, on or before closing, any other instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms.

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

ADDITIONAL PROVISIONS/CONTINGENCIES See Addendum A.

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

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

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

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

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

Seller: ( ) _____ Buyer: ( ) _____

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

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

Address for Seller: 1102 Gilson St., Madison, WI 53711

Address for Buyer: 5915 Milwaukee Street PO Box 110 McFarland, WI 53558

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

Seller: _____ Buyer: andrew.bremer@mcfarland.wi.gov

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

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

This Offer was drafted by [Licensee and Firm] _____

(x) Matthew G. Schuenke — Matthew G. Schuenke — 5/5/2025
Buyer's Signature ▲ Print Name Here ▶ Date ▲

(x) _____
Buyer's Signature ▲ Print Name Here ▶ Date ▲

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

(x) Michael James Zirkel — Michael James Zirkel — 5/7/26
Seller's Signature ▲ Print Name Here ▶ Date ▲

(x) _____
Seller's Signature ▲ Print Name Here ▶ Date ▲

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

_____ on _____ at _____ a.m./p.m.

This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

©2019 WRA Forms Subscription Library

ADDENDUM A
TO OFFER TO PURCHASE
5410-5412 Bashford Street
McFarland, WI

Dated May 2, 2025

The following terms and conditions are incorporated into the Offer to Purchase dated May 2, 2025 submitted by the Village of McFarland as Buyer for the property located at 5410-5412 Bashford Street in the Village of McFarland, WI. In the event any of the terms and conditions contained in this Addendum conflict with any provision contained in the preprinted form offer (the "Offer"), the terms of this Addendum shall control. The Offer and this Addendum shall be referred to herein collectively as this "Agreement."

1. **Property Condition Report.** Seller shall provide Buyer with a completed and signed Real Estate Condition Report(s) covering the entire Property within five (5) days after Acceptance. Buyer shall have 10 business days after receipt of a completed report to terminate this Offer if the report discloses any defect or potential defect not acceptable to Buyer in its sole discretion.

2. **Governing Body Approval.** The Buyer's obligations under this Agreement are contingent upon approval by the governing body of the Buyer of the purchase on the terms and conditions contained herein. If such approval is not received on or before June 11, 2025, this Agreement shall be null and void, and neither party shall have any further obligations hereunder.

3. **Grant Contingency.** Buyer's obligation to conclude this transaction is contingent upon Buyer's ability to obtain a Conservation Fund Grant from Dane County for the acquisition of the Property in an amount not less than $181,000. This contingency shall be waived in writing by the Buyer not later than 30 days prior to the date set for closing, or this Agreement shall be null and void.

4. **Inspection/Testing/Survey Contingency**. Buyer shall have until one hundred twenty (120) days from the date of satisfaction of the Governing Body Approval contingency in paragraph 2, above, to inspect the Property and complete such appraisals, surveys, tests, inspections, investigations, and review the property documents and title, as Buyer may determine necessary in its sole discretion, including, but not limited to, Phase I and Phase 2 environmental site assessments, which may include the taking of soil samples and testing thereof. If any of Buyer's studies, surveys, tests, inspections or investigations are unsatisfactory to Buyer, in any manner or for any reason in Buyer's sole discretion, including without limitation for reasons relating to restrictions on use of the Property, easements, encroachments, encumbrances, boundary locations or other matters relating to survey, engineering, appraised value, environmental assessments or other matters impacting the condition or value of the Property to Buyer, Buyer may terminate this Agreement. If Buyer notifies Seller, in writing, within the Inspection Period of Buyer's election to terminate this Agreement, this Agreement shall terminate, and the parties hereto shall have no further obligations hereunder. If Buyer fails to notify Seller, in writing, prior to the expiration of the Inspection Period of its election to terminate this Agreement, Buyer's right to terminate this Agreement under this Section shall expire. However, Buyer may extend the Inspection Period, in its sole discretion, in the event Buyer elects to complete a Phase

II environmental site assessment, and that inspection is not completed in the initial Inspection Period. In such case, the Inspection Period will extend to a date fifteen (15) days after delivery of the completed Phase II environmental assessment report to Buyer, and Buyer will notify Seller of the extension of the Inspection Period.

5. **Access Prior to Closing.** Notwithstanding anything else stated in this Agreement, Buyer, its consultants, architects, engineers, surveyors, contractors and agents, shall have access to the Property at all reasonable times (subject to the rights of tenants to receive advanced notice) for any inspection, testing or other investigation permitted under the Agreement. Buyer shall assure that none of Buyer's activities on the Property result in the imposition of any lien against the Property and shall cause any such lien to be promptly released.

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

   a. Seller is voluntarily selling the Property and has not received, and does not expect to receive, a jurisdictional offer from the Buyer. Seller acknowledges that Buyer has explained that it has no intent to pursue acquisition of the Property by Eminent Domain in the absence of a voluntary sale agreement.

   b. All current tenancies on the Property are governed by the written leases attached hereto as Exhibit 1. Seller warrants and represents that, as of the date of this Agreement, neither the Seller nor any tenant is in default under such leases. Seller shall, not later than ten (10) days after acceptance of this Agreement notify each tenant of the Property, in writing, that if the transaction contemplated by this Agreement closes, then following the acquisition of title by Buyer, all tenants will be permitted to continue their tenancy for not less than the longest of: (1) the remainder of their lease terms, (2) ½ the length of their lease or (3) 180 days after the date of closing. Seller shall provide copies of such notices to Buyer at the time provided to the tenants.

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

   d. Seller will not, prior to the time of closing, enter into any new oral or written leases affecting the Property with any person or entity which may qualify as a displaced person as defined in ch. Adm.92, Wis. Admin. Code, or remove any personal property from the Property on or after the date of closing, unless approved by Buyer. Between the date of this Agreement and the closing, Seller shall not terminate any tenancy other than for failure to pay rent or other material breach of the rental agreement.

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

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

documents excepted from the coverage proposed by such commitment. Buyer shall have ten (10) business days after receipt of a title commitment and all encumbrance documents to review and approve such encumbrances. Unless Buyer shall notify Seller of an objection to such encumbrances within such ten (10) day period, this contingency shall be deemed satisfied. If Buyer objects to any such encumbrances, Seller shall have fifteen (15) days to remove such encumbrances and the time set for closing shall be extended if necessary to allow for such fifteen (15) day cure period. In the event Seller is unable to remove such encumbrances, Buyer shall have the option to accept title subject to such encumbrances or terminate this Agreement. The Closing Date shall be postponed if necessary to accommodate the provisions of this section.

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

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

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

BUYER:

VILLAGE OF MCFARLAND

By: _____
Matthew G. Schuenke, Village Administrator

SELLER:

_____
Michael J. Zirkel

REAL ESTATE CONDITION REPORT

DISCLAIMER

THIS CONDITION REPORT CONCERNS THE REAL PROPERTY LOCATED AT 5410-5412 Bashford St IN THE Village (CITY) (VILLAGE) (TOWN) OF McFarland, 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 May (MONTH) 6 (DAY), 2025 (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 containing one to four dwelling units, including a condominium unit and time-share property, by sale, exchange, or land contract 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. STRUCTURAL AND MECHANICAL

		YES	NO	N/A
B1.	Are you aware of defects in the roof? Roof defects may include items such as leakage or significant problems with gutters or eaves.	☐	☒	☐
B2.	Are you aware of defects in the electrical system? Electrical defects may include items such as electrical wiring not in compliance with applicable code, knob and tube wiring, 60 amp service, or aluminum-branch circuit wiring.	☐	☒	☐
B3.	Are you aware of defects in part of the plumbing system (including the water heater, water softener, and swimming pool)? Other plumbing system defects may include items such as leaks or defects in pipes, toilets, interior or exterior faucets, bathtubs, showers, or any sprinkler system.	☐	☒	☐
B4.	Are you aware of defects in the heating and air conditioning system (including the air filters and humidifiers)? Heating and air conditioning defects may include items such as defects in the heating ventilation and air conditioning (HVAC) equipment, supplemental heaters, ventilating fans or fixtures, or solar collectors.	☐	☒	☐
B5.	Are you aware of defects in a woodburning stove or fireplace or of other defects caused by a fire in a stove or fireplace or elsewhere on the property? Such defects may include items such as defects in the chimney, fireplace flue, inserts, or other installed fireplace equipment; or woodburning stoves not installed pursuant to applicable code.	☐	☐	☒
B6.	Are you aware of defects related to smoke detectors or carbon monoxide detectors or a violation of applicable state or local smoke detector or carbon monoxide detector laws? NOTE: State law requires operating smoke detectors on all levels of all residential properties and operating carbon monoxide detectors on all levels of most residential properties (see Wis. Stat. ch. 101).	☐	☒	☐
B7.	Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)? Other basement defects may include items such as flooding, defects in drain tiling or sump pumps, or movement, shifting, or deterioration in the foundation.	☒	☐	☐
B8.	Are you aware of defects in any structure on the property? Structural defects with respect to the residence or other improvements may include items such as movement, shifting, or deterioration in walls; major cracks or flaws in interior or exterior walls, partitions, or the foundation; wood rot; and significant problems with driveways, sidewalks, patios, decks, fences, waterfront piers or walls, windows, doors, floors, ceilings, stairways, or insulation.	☐	☒	☐
B9.	Are you aware of defects in mechanical equipment included in the sale either as fixtures or personal property? Mechanical equipment defects may include items such as defects in any appliance, central vacuum, garage door opener, in-ground sprinkler, or in-ground pet containment system that is included in the sale.	☐	☒	☐
B10.	Are you aware of rented items located on the property such as a water softener or other water conditioner system or other items affixed to or closely associated with the property?	☐	☒	☐
B11.	Are you aware of basement, window, or plumbing leaks, overflow from sinks, bathtubs, or sewers, or other ongoing water or moisture intrusions or conditions?	☐	☒	☐

B12. Explanation of "yes" responses

B7 - Leaks and seeping NE Corner of basement with heavy rains.

C. ENVIRONMENTAL

		YES	NO	N/A
C1.	Are you aware of the presence of unsafe levels of mold?	☐	☒	☐
C2.	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 paint, lead in soil, or other potentially hazardous or toxic substances on the property? NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978.	☐	☒	☐

		YES	NO	N/A
C3.	Are you aware of the presence of asbestos or asbestos..containing materials on the property?	☐	☒	☐
C4.	Are you aware of the presence of or a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties?	☐	☒	☐
C5.	Are you aware of current or previous termite, powder post beetle, or carpenter ant infestations or defects caused by animal, reptile, or insect infestations?	☒	☐	☐
C6.	Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead?	☐	☒	☐
C7.	Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property?	☐	☒	☐

C8. Explanation of "yes" responses C2 - Assume lead paint used on exterior - never tested building is sided with Vinyl.
C5 - Exterminator to building when purchased, don't recall name of insects. No problems since. Bees occasionally nest under siding - no current problems

D. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

		YES	NO	N/A
D1.	Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water? Well defects may include items such as an unused well not properly closed in conformance with state regulations, a well that was not constructed pursuant to state standards or local code, or a well that requires modifications to bring it into compliance with current code specifications. Well water defects might include, but are not limited to, unsafe levels of bacteria (total Coliform and E. coli), nitrate, arsenic, or other substances affecting human consumption safety.	☐	☒	☐
D2.	Are you aware of a joint well serving the property?	☐	☒	☐
D3.	Are you aware of a defect related to a joint well serving the property?	☐	☒	☐
D4.	Are you aware that a septic system or other private sanitary disposal system serves the property?	☐	☒	☐
D5.	Are you aware of defects in the 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? Septic system defects may include items such as backups in toilets or in the basement; exterior ponding, overflows, or backups; or defective or missing baffles.	☐	☒	☐
D6.	Are you aware of underground or aboveground fuel storage tanks on or previously located on the property? (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. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)	☐	☒	☐
D7.	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.	☐	☒	☐
D8.	Are you aware of an "LP" tank on the property? (If "yes," specify in the additional information space whether the owner of the property either owns or leases the tank.)	☐	☒	☐
D9.	Are you aware of defects in an "LP" tank on the property?	☐	☒	☐

D10. Explanation of "yes" responses

E. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

		YES	NO	N/A
E1.	Have you received notice of property tax increases, other than normal annual increases, or are you aware of a pending property reassessment?	☐	☒	☐
E2.	Are you aware that remodeling was done that may increase the property's assessed value?	☒	☐	☐
E3.	Are you aware of pending special assessments?	☐	☒	☐
E4.	Are you aware that the property is 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?	☐	☒	☐
E5.	Are you aware of any proposed construction of a public project that may affect the use of the property?	☐	☒	☐
E6.	Are you aware of any remodeling, replacements, or repairs affecting the property's structure or mechanical systems that were done or additions to this property that were made during your period of ownership without the required permits?	☐	☒	☐
E7.	Are you aware of any land division involving the property for which a required state or local permit was not obtained?	☐	☒	☐

E8. Explanation of "yes" responses

E2 - Second Floor Addition in roughly 94 or 1996

F. LAND USE

		YES	NO	N/A
F1.	Are you aware of the property being part of or subject to a subdivision homeowners' association?	☐	☒	☐
F2.	If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others?	☐	☒	☐
F3.	Are you aware of any zoning code violations with respect to the property?	☐	☒	☐
F4.	Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area?	☐	☒	☐
F5.	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.	☐	☒	☐
F6.	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.	☐	☒	☐
F7.	Are you aware of restrictive covenants or deed restrictions on the property?	☐	☒	☐
F8.	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?	☐	☒	☐
F9.	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?	☐	☒	☐
F10.	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
F11.	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/FarmlandPreservation.aspx for more information.	☐	☒	☐
F12.	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?	☐	☒	☐
F13.	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.)	☐	☒	☐
F14.	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.	☐	☒	☐
F15.	Are you aware there is not legal access to the property?	☐	☒	☐
F16.	Are you aware of federal, state, or local regulations requiring repairs, alterations, or corrections of an existing condition? This may include items such as orders to correct building code violations.	☐	☒	☐
F17.	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.	☐	☒	☐
F18.	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).	☐	☒	☐

F19. Explanation of "yes" responses _____

G. ADDITIONAL INFORMATION

		YES	NO	N/A
G1.	Have you filed any insurance claims relating to damage to this property or premises within the last five years?	☒	☐	☐
G2.	Are you aware of a structure on the property that is designated as a historic building or that all or any part of the property is in a historic district?	☐	☒	☐
G3.	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?	☐	☒	☐
G4.	Are you aware of other defects affecting the property? Other defects might include items such as drainage easement or grading problems; excessive sliding, settling, earth movements, or upheavals; or any other defect or material condition.	☐	☒	☐

G5. The owner has owned the property for 30+ years.

G6. The owner has lived in the property for 0 years.

G7. Explanation of "yes" responses _____

G1 - Water connection to washer on 2nd floor broke. Floor in 2nd floor laundry room replaced.

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 Michael James Zirkel Michael James Zirkel Date May 6, 2005
Owner _____ Date _____
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 _____
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.