

Wednesday, March 11, 2026

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/86502644772>

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

Webinar ID: 865 0264 4772

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

1. CALL TO ORDER, ROLL CALL.

2. PUBLIC APPEARANCES.

- a. This is an opportunity for attendees to provide public comment on matters that are not on the agenda. Attendees desiring to provide public comment on specific items on the agenda may do so at the time that agenda item is brought up. Zoom attendees wishing to speak should type their name, address, and the relevant agenda item in the Q&A feature within the online meeting platform. Zoom attendees may also register in support or opposition of an item through the Q&A feature. In person attendees 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 public comment. Please adhere to the 3-minute time limit. Written comments will not be read into the record during the meeting but may be sent to community.development@mcfarland.wi.us to be included with the agenda materials.

3. APPROVAL OF MINUTES.

- a. Motion to approve the minutes of the February 11, 2026 CDA meeting.
- b. Motion to approve the minutes of the February 19, 2026 joint CDA and Plan Commission meeting.

4. BUSINESS.

- a. Discussion regarding a Tax Increment Financing Incentive Application from Ezra Properties, LLC for a commercial indoor children's playground (Well Played) located on portions of parcels 0710-273-8620-1, 0710-273-8640-1 and 0710-273-8665-1 in the vicinity of 4012-4020 Terminal Drive, Tax Increment District #6.
- b. Discussion regarding a Tax Increment Finance Development Agreement between the Village of McFarland and Ezra Properties, LLC for Phase 2 and Phase 3 development at 4703 Terminal Drive, Tax Increment Finance District #6.
- c. Discussion regarding an amendment to the existing Tax Increment Finance Development Agreement between the Village of McFarland and Ezra Properties, LLC for Phase 1 development at 4703 Terminal Drive, Tax Increment Finance District #3.
- d. Discussion and action to make a recommendation to the Village Board to issue a Request for Proposals for the update of the Village's 2017 Comprehensive Plan.

5. 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:
 - 1) Tax Increment Financing Development Incentives Application from Ezra Properties, LLC for Well Played.
 - 2) Tax Increment Financing Development Agreement between the Village of McFarland and Ezra Properties, LLC for Phase 2 and 3 development at 4703 Terminal Drive, TID #6.
 - 3) Tax Increment Financing Development Agreement Amendment #1 between the Village of McFarland and Ezra Properties LLC for Phase 1, 4703 Terminal Drive, TID #3.

6. RECONVENE INTO OPEN SESSION.

7. ACTION ON ITEMS DISCUSSED IN CLOSED SESSION.

- a. Discussion and action to make a recommendation to the Village Board regarding a Tax Increment Financing Incentive Application from Ezra Properties, LLC for a commercial indoor children's playground (Well Played) located on portions of parcels 0710-273-8620-1, 0710-273-8640-1 and 0710-273-8665-1 in the vicinity of 4012-4020 Terminal Drive, Tax Increment District #6.
- b. Discussion and action to make a recommendation to the Village Board regarding a Tax Increment Finance Development Agreement between the Village of McFarland and Ezra Properties, LLC for Phase 2 and Phase 3 development at 4703 Terminal Drive, Tax Increment Finance District #6.
- c. Discussion and action to make a recommendation to the Village Board regarding an amendment to the existing Tax Increment Finance Development Agreement between the Village of McFarland and Ezra Properties, LLC for Phase 1 development at 4703 Terminal Drive, Tax Increment Finance District #3.

8. SCHEDULE NEXT MEETING DATE.

- a. Wednesday, April 8, 2026 at 7:00 p.m.

9. ADJOURNMENT.

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

Community Development Authority

DRAFT MINUTES

February 11, 2026

Members Present: Kathy Annen, Luke Fessler, Elizabeth Yszenga, Kurt Zimmerman, Anthony Hennes,

Members Absent: Benjamin Tanko, Josh Ostermann

Staff Present: Andrew Bremer, Kong Thao

1. CALL TO ORDER.

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

2. PUBLIC APPEARANCES.

There were no public appearances.

3. APPROVAL OF MINUTES.

- a. Motion to approve the minutes of the January 14, 2026, Community Development Authority meeting.

Annen motioned to approve the minutes of the January 14, 2026, Community Development Authority meeting. Seconded by Yszenga, motion carried 5-0.

4. BUSINESS.

- a. Discussion regarding a preapplication conceptual site plan for the potential Bliffert Lumber relocation, 6408 and 3418 Elvehjem Road.

Bremer provided summary of the agenda item discussing the comments from the January 20, 2026 Plan Commission meeting. Bremer discussed the site's layout, building uses, setback buffers, and operation of rail service. Gregg Prossen, Architect for Bliffert Team, was present for comments and questions. The CDA members discussed adjacent site properties, building layout, and remaining lands not used. The CDA was generally satisfied with the preliminary concept and the direction of the project to date.

- b. Discussion regarding creation of a new tax increment finance district near the intersection of Elvehjem Road and CTH AB related to the potential relocation of Bliffert Lumber.

Bremer provided the CDA members an overview of what Tax Increment Financing is, how they are established, which entities benefits, approved uses for generated increments,

the type of TID likely to be proposed with this location, and parcels included in the conceptual discussion. The CDA discussed, adjacent properties use, the applicant's use of a TID, Sperle Corners subdivision, and outlook of establishing a new TID in this area.

5. SCHEDULE NEXT MEETING DATE.

- a. Thursday, February 19, 2026 at 6:00 PM (joint meeting with Plan Commission)
- b. Wednesday, March 11, 2026 at 7:00 PM.

6. ADJOURNMENT.

Annen motioned to adjourn. Hennes seconded the motion. Motion carried 5-0. Meeting adjourned at 7:49 P.M.

Joint Plan Commission and Community Development Authority Minutes February 19, 2026 at 6:00 PM

CDA Members Present: Kathy Annen, Luke Fessler, Kurt Zimmerman, Elizabeth Yszenga, Ben Tanko
CDA Members Absent: Anthony Hennes, Josh Ostermann
PC Members Present: Stephanie Brassington, Luke Fessler, Karen Pominville, Austen Conrad
PC Members Absent: Eric Johnson, Scott Peters, Chris Reynolds
Staff Present: Andrew Bremer, Kong Thao

1. CALL TO ORDER

Annen called the joint meeting to order at 6:00.

2. PUBLIC APPEARANCES

There were no members from the public or online present to speak during this time.

3. BUSINESS.

a. Discussion on review of the Village of McFarland East Side Plan.

Bremer provided summary on the referral from President Brassington and Trustee Fessler for discussion. Bremer discussed the development of the 2023 East Side Plan, other associated plans developed and adopted during that time (2023 Housing Needs Assessment Study and Economic Strategic Plan), previously proposed Tax Increment District #7, and neighborhood planning compared to comprehensive planning. Bremer summarized the status of the four actions recommended by the Plan Commission from their September 11, 2024 meeting were TID #7 was not approved, including 1) completing a traffic study of Siggelkow Road, 2) creation of 30% engineering design for Siggelkow Road, 3) creation of policy for communication with the City of Madison, and 4) East Side Plan reevaluation.

The Joint Committee discussed the following items:

- Member's preferences on concurrent or separate plan development processes for East Side Plan reevaluation and/or the already planned Comprehensive Plan update for 2026-2027.
- Community engagement planning and improving public participation

- The need to obtain public feedback from the entire community in addition to those that may live in or adjacent to the east side.
- Past strategies on information dissemination, surveying, public engagement related to the 2023 East Side Plan.
- Need to make sure that the comprehensive planning public engagement process includes specific community engagement activities directly related to the East Side Plan reevaluation.
- Desire for a consultant or consultant team that has a proven track record of public relations and community engagement around land use planning.
- Desire to incorporate the East Side Plan (as may be amended through the community engagement process) into the Comprehensive Plan instead of having two separate documents. Some CDA/PC members felt that it can sometimes be confusion for members of the public to have to refer to two plans even if the East Side Plan is adopted as part of the Comprehensive Plan.

The CDA and Plan Commission reached a consensus to direct staff to prepare a Request for Proposals to update the 2017 Comprehensive Plan including, engagement specific to the East Side Plan, as one wholistic project.

4. SCHEDULE NEXT MEETING DATE.

- a. Tuesday, February 19, 2026 at 7:00PM – Plan Commission meeting
- b. Wednesday, March 11, 2026 at 7:00PM – Community Development Authority meeting
- c. Tuesday, March 17, 2026 at 7:00PM – Plan Commission meeting

5. ADJOURNMENT.

Fessler motioned to adjourn the meeting for Plan Commission. Brassington seconded the motion. Motion carried 4-0. Annen motioned to adjourn the meeting for CDA. Tanko seconded the motion. Motion carried 5-0. Meeting adjourned at 6:58 PM.


VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Wednesday, March 11, 2026

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion regarding a Tax Increment Financing Incentive Application from Ezra Properties, LLC for a commercial indoor children's playground (Well Played) located on portions of parcels 0710-273-8620-1, 0710-273-8640-1 and 0710-273-8665-1 in the vicinity of 4012-4020 Terminal Drive, Tax Increment District #6.

PREVIOUS ACTION:

[October 21, 2025](#) - Joint CDA and Plan Commission preapplication meeting for a mixed-use commercial development at 4008-4012 Terminal Drive and parcel 0710-273-8620-1.

[December 16, 2025](#) - Plan Commission held a public hearing on Ordinance 2025-14, an ordinance rezoning parcel #0710-273-8620-1, Lot 2 of CSM 13560, in the vicinity of 4020 Terminal Drive from M-IC to C-H Highway Commercial.

December 16, 2025 - Plan Commission held a public hearing on a CSM for properties located at 4008, 4012, and 4016 Terminal Drive including parcel #0710-273-8620-1.

[January 14, 2026](#) - CDA held a preapplication meeting on the proposed concept plan for the property, including Well Played.

[January 20, 2026](#) - Plan Commission held a preapplication meeting on the proposed concept plan for the property, including Well Played, recommended approval of Ordinance 2025-14 and approved the associated CSM.

[January 27, 2026](#) - Village Board approved Ordinance 2025-14.

ISSUE SUMMARY:

Ryan Quam (Ezra Properties, LLC) is requesting approval of a Tax Increment Financing Development Incentive Application for Well Played Play Gym located at parcels 0710-273-8260-1, 0710-273-8640-1, and 0710-273-8665-1, in the vicinity of 4012-4020 Terminal Drive.

The packet includes his application. The requested amount of incentives is \$270,000, payable at building occupancy, which is anticipated to be completed in December of 2026. Quam is proposing a \$1,180,000 assessment guarantee upon completion of the Well Played site and building improvements, effective January 1, 2027.

Quam has also submitted an application to rezone the property to the Planned Development (PD) District and obtain approval from the Plan Commission and Village Board of a PD General Plan for the entire development site and a Phase 1 Detailed Plan for Well Played. The packet includes a copy of Quam's site plans for the entire development, along with detailed plans for the Well Played development. Well Played would be owned by another entity (Nicole Bice) that would lease the facility from Quam. The business desires to start construction later this



Spring and obtain occupancy by the end of 2026. The development of Well Played would constitute Phase 1 of development of the property. There is no timeline for the development of future phases of the property shown in the concept plan.

Proposed Phase 1 Development Characteristics

The proposed indoor playground building is approximately 10,000 square feet. The tenant will operate a supervised, family-focused indoor playground offering active, age-appropriate recreational play for children approximately ages 0–14. Activities will include open play within a custom-designed indoor play structure (e.g., climbing elements, netted play, slides, balance features), as well as structured and semi-structured programming such as birthday parties, group visits, and scheduled enrichment or movement-based activities. The space is designed for physical activity, imaginative play, and social interaction rather than arcade-style entertainment or high-impact sports. During peak hours, the tenant expects approximately 100–150 children onsite at one time, with capacity controlled through timed entry, staffing ratios, and pre-booked activities. Hours of operations are expected to be 9AM-8PM seven days a week with occasional special events between 8PM-10PM. The number of employees is expected to be 2-5. The tenant will offer a limited selection of ancillary retail items related to safe participation, guest convenience, and brand engagement. These may include no-slip grip socks, basic children's hygiene or comfort items (e.g., wipes), small branded apparel (such as t-shirts or sweatshirts), and modest branded gift items. Retail sales will be incidental to the primary recreational use and will occupy a minimal footprint within the facility. Prepackaged snacks will be available but the tenant is not planning on a commercial kitchen or food preparation area.

The concept shows 26 off-street parking stalls plus 6 stalls located in the right-of-way along the south lot line. Traditionally, private improvements are not permitted in the right-of-way unless the property owner has approval by the Village Board. Typically, such approval is contingent on entering into a development agreement, encroachment easement, or limited liability agreement in which the property owner agrees to assume the responsibility for the cost to construct and maintain the improvements at no cost to the Village. Quam has indicated he is willing to enter into an agreement to assume those responsibilities if the Village is willing to allow the private improvements in the right-of-way.

Review of TIF Development Incentive Policy Manual Qualifications & Procedures

The packet includes a staff review of the TIF request as compared to the Village's TIF Development Incentives Policy Manual Qualifications. Staff also utilized economic development professionals from Baker Tilly to preform a review of the TIF application. Baker Tilly concluded that *but for* the Village providing the requested TIF incentive, the project would not likely be pursued in the current marketplace. Staff has identified one area for further commentary:

1. **Payback Period.** Quam has provided an initial construction estimate for Phase 1 of \$3,945,000, of which, he estimated \$401,641 in potential TID eligible expenditures (10.2%). Included in the ~\$4M cost estimate is Quam's land purchase expenses for the entire development site of \$1,900,000. Quam is estimating a \$1,180,000 assessment guarantee (Assessed Improvement Value only) for Phase 1, or approximately 75% of the site and building cost estimates, which is within an acceptable albeit conservative range.



Quam's TIF development incentives request is \$270,000, or 6.8% of the estimated construction costs including the total land acquisition costs. Quam is estimating a \$1,180,000 assessment guarantee for Phase 1 as of January 1, 2027. The packet includes a proforma for the TIF request assuming a \$1.18M assessment guarantee and \$270,000 TIF incentive. The proforma uses a conservative/neutral estimate of future tax increment revenues by not assuming any inflation or deflation of property values after project completion or changes in the property tax rate. Based on the assumptions in the proforma, the payback period on the TIF incentive would be 16 years (2041), or five years longer than the Village's payback period guidelines in the TIF Development Incentives Policy Manual. Based on the assumptions in the proforma, the Phase 1 development would generate an estimated \$484,954 in tax increment revenue over the life of TID #6, and a net return of \$214,954. This net revenue can be utilized by the Village to complete other public and private construction projects in the TID in accordance with the approved Project Plan. The report from Baker Tilly does note that using a traditional income approach to establish the estimated assessment value (EAV) would yield an EAV of \$2,233,522 based on the project net revenues provided in Quam's application. If the actual EAV was \$2.2M the project would cash flow by year end 2035 (10 years from loan disbursement). Baker Tilly noted that even though this project's income-based valuation is higher than its guaranteed assessment, the project's cash-on-cash return is more modest based on how it's modeled. If the assessment guarantee increases, it would place further constraints on annual cash flow which could negatively impact debt service, causing potential issues with underwriting for the debt lender.

Section 2 of the TIF Development Incentives Policy Manual provides that the Village Board has the authority to grant variations from the policy manual where it deems it is in the best interest of the Village. While some qualifications can't be deviated from, e.g. the property has to be within an active TID to receive TIF incentives, others can be viewed as guidelines to achieve the best outcomes for the Village and developer. Since 2012, the Village Board has approved other requests for development incentives with payback periods ranging from 4-24 years, with the average payback of 11 years.

Public Comments

The Department did not receive any public comments prior to the publication of the packet.

Permit Requirements & Next Steps

Assuming the project continues to progress, the following is the tentative permit review schedule, subject to change.

1. March 17, 2026. The Plan Commission will hold a public hearing on the proposed PD General Plan and Phase 1 Detailed Plan for Well Played.
2. March 24, 2026. The Village Board will consider the recommendation from the CDA regarding the TIF Incentive Application.
3. April 21, 2026. The Plan Commission will provide a recommendation to the Village Board on the PD General Plan and Phase 1 Detailed Plan for Well Played, including a Limited Liability Agreement for proposed improvements within the Village right-of-



way.

4. April 28, 2026. The Village Board will consider action on PD General Plan and Phase 1 Detailed Plan for Well Played.
5. May 13, 2026. The CDA will make a recommendation to the Village Board regarding the draft TIF Development Agreement for Well Played.
6. May 26, 2026. The Village Board will consider action on the TIF Development Agreement for Well Played.

FINANCIAL/BUDGET IMPACT:

TID 6 was created in 2024 and therefore, the first year it is eligible to receive tax increment revenue is in 2027. TID 6 is eligible to receive donations of excess increment from TID #3. The approved 2026 Budget for TID 3 includes a donation of surplus funds to TID 6 in the amount of \$900,000. These funds are not allocated to any specific public or private construction project and could be utilized for Ezra Phase 2 (\$347,000) and Well Played (\$270,000). The approved 2026 Budget for TID 6 includes a line item for \$450,000 in Redevelopment Incentives, \$55,000 in Rehabilitation Incentives and \$335,000 in Property Acquisition. These funds are also not allocated to any specific project. The packet includes an additional proforma for TID #6 that includes the assessment guarantees and requested development incentives for Ezra Phase 2 & 3 and Well Played. The proforma does not assume additional expenditures or development projects beyond 2027 to focus on the impacts of both requests. Utilizing surplus tax increment revenue from TID 3 to support TID #6 removes the need for the Village to borrow money to pay the incentive, thus saving the expense of loan interest and borrowing expenses. A proforma for TID 3 is provided in the packet that illustrates the potential impact on TID #3 considering the requested development incentives and 2026 Budget estimated expenses and revenues. Both of these proforma illustrate a positive financial return to the TIDs/Village given the stated assumptions.

VILLAGE PLAN REFERENCE:

[Comprehensive Plan](#), Future Land Use Map & Figure 4.1 (page 35)

The Village Comprehensive Plan Future Land Use Map identifies the proposed development site for future "Highway and General Commercial". Page 35 of Volume 2, gives the following general description of land uses allowed: "A range of retail, commercial service, office, restaurant, lodging, health care, outdoor sales, and institutional uses, with limited outdoor display and storage. Mapped mainly along Highway 51. All uses served by public sanitary sewer and water services." Figure 4.1 lists the Typical Implementation Zoning Districts in Highway and General Commercial area to include appropriate traditional zoning districts (e.g. C-H Highway Commercial, C-G General Commercial or PD or PD-I Planned Development Zoning. The proposed concept includes a commercial indoor recreational facility consistent with the future land use category.

[Terminal and Triangle Street District, 2005](#)

In Map 2: Planned Land Use of the Terminal and Triangle Street District Plan, the properties are identified within the Beltline-Oriented Commercial Subdistrict. This area is described to include the following uses: Hotel, Retreat/conference center, Sit-down restaurant, Highway & job-oriented retail, Clinics and daycare, Office, Limited fuel/convenience. The plan further



includes Contractor shops/services, and other retail uses that do not compete with downtown businesses, such as those oriented to home products. The concepts include uses that include office, sit-down restaurant, retail, and recreational facilities. The current area already has gas stations and convenience stores. Staff notes a full review of Appendix B-Beltline Oriented Commercial Subdistrict -Building and Site Design Checklist will be reviewed as part of the PUD submittal to the Plan Commission and Village Board.

Tax Increment Financing Districts

The property is included in Tax Increment District #3 and #6. TIF District #3 was established as an Industrial District type in August 2004 with an expenditure period of 18 years (2022) and termination by 2027. Within the final 5 years of a TID, a municipality may not incur any additional debts or allocate new capital expenditures, such as development incentives from that TID. This is intended to begin a process which closes out financial obligations. As the applicant's project exceeds this timeline, additional direct incentives from TID #3 are no longer eligible. However, this property was added to Tax Increment Financing District #6, which was created in July 2024 as a Blight District with an expenditure period of 22 years ending in 2046 and termination in 2051. TID #3 also serves as a donor to TID #6 allowing the sharing of excess increment from TID #3 to TID #6.

ORDINANCE REFERENCE:

Sec. 62-67 PD Planned Development District

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

This agenda item is presented for discussion only. The Applicant will provide an overview of their development proposal and development incentive request and answer any questions from the CDA members. The agenda includes a closed session item under Wis. Stat. 19.85(1)(e) to discuss the TIF Development Agreement prior to reconvening into open session to make a recommendation to the Village Board.

ATTACHMENTS:

1. 4018 Terminal Drive TIF Application for Play Gym Signed 2-2-26
2. 4008-4018 Terminal Drive PUD Site Plans_02.02.26
3. Well Played - Presentation_01.14.2026
4. 4018 Terminal Drive Well Played_TIF Incentives Policy Manual Evaluation_03.04.2026
5. Baker Tilly McFarland_Terminal Drive Phase 1 Well Played_But For_20260305
6. Well Played TID 6 Proforma_03.04.2026
7. TID 6 Proforma (Ezra and Well Played)_03.04.2026
8. McFarland TID 3 Proforma_03.04.2026

**TAX INCREMENT FINANCING
DEVELOPMENT INCENTIVES
POLICY MANUAL**



Application ID: 2026 (Year) - 03 (#) to be completed by Village Staff upon submittal

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

A. APPLICANT INFORMATION

Project Name: Well Played Play Gym at North Terminal Drive

Applicant: Ezra Properties, LLC

Mailing Address: 4604 Siggelkow Road, Suite A McFarland, WI 53558

Primary Contact: Ryan Quam Telephone: (608)838-7750

Email: rquam@quamengineering.com Fax: _____

Legal Entity: Individual(s) Joint Tenants Tenants in Common
 Corporation LLC Partnership Other: _____

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

Will new entity be created for ownership? No Yes

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

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

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

Name	Title/Company	Email	Phone #

B. PROPERTY INFORMATION

Parcel(s) Address: Lot 1 of Draft CSM in the vicinity of 4020 Terminal Drive

Parcel(s) Tax Number: Portion of 071027386201 and 071027386651

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

If no, current owner is: _____

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

Total Lot Size: 274,067 square feet

Parcel Contains Existing Buildings? No Yes

If yes, indicate Total Building Size 6,723 sq.ft.

Most recent property assessment (PA):

\$ 110,200 Land \$ 0 Improvements \$ 110,200 Total

Existing Uses: Open land and mini-warehouse

Existing Zoning: M-IC Manufactured - Intensive Commercial

Existing Uses, Adjacent Parcels: Lands Right-of-way
N _____ S Commercial E Lands W

Existing Zoning, Adjacent Parcels: M-IC Right-of-way
N _____ S Commercial E M-IC W

Will a zoning change be requested? No Yes

If yes, indicate new zoning C-H Highway Commercial

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

Site Design, Erosion Control and Stormwater Management, WDNR WRAPP

Existing Mortgage Holder: Ezra Properties

Contact Person & Phone Number: Ryan Quam (608)838-7750

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

If yes, explain: _____

C. PROJECT/BUSINESS INFORMATION

Proposed Use (check all that apply): Industrial Commercial Mixed-Use
 Market Rate Multi-Family Development Affordable Housing

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

A 9,965 square foot building with parking lot to serve a
Play Gym. (See Site Plan)

Will the project incorporate any affordable housing units? Describe.

No .

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

No .

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

No .

Current annual revenue: \$ N/A Estimated annual revenue: \$ N/A

Current annual expenses: \$ N/A Estimated annual expenses: \$ N/A

Cap rate: N/A

Business Plan and/or Marketing Plan attached? No Yes

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

Describe the project schedule.

Final Plan/Specification Preparation Date: February 15, 2026

Preliminary Construction Start Date: April 16, 2026

Preliminary Construction Completion Date: November 15, 2026

Date Occupied or Opened: December 1, 2026

Number of principal buildings: 1 Estimated total building square footage: 9,965

Estimated equalized assessed valuation after project completion (EAV)

\$ 200,000 Land \$ 980,000 Improvements \$ 1,180,000 Total

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

Pre-improvements: \$ 0 PA x .01643913 Mill Rate = \$ 0 Total (A)

Post-improvements: \$ 1,180,000 PA x .01643913 Mill Rate = \$ 19,398.17 Total (B)

Additional increment (B-A) = \$ 19,398.17

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

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

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

Well Played, operated by Nicole Bice

Who will own and operate the developed property? Ezra Properties will Own

Do similar businesses/uses already exist in McFarland?

No Yes, if yes, indicate _____

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

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

\$19,000 or less

_____ Full Time (current) _____ Part Time (current) _____ FT (created) 2 PT (created)

\$20,000-\$39,000

_____ Full Time (current) _____ Part Time (current) _____ FT (created) 4 PT (created)

\$40,000-\$59,000

_____ Full Time (current) _____ Part Time (current) _____ FT (created) _____ PT (created)

\$60,000-\$79,000

_____ Full Time (current) _____ Part Time (current) 1 FT (created) _____ PT (created)

\$80,000 or more

_____ Full Time (current) _____ Part Time (current) _____ FT (created) _____ PT (created)

Average per hour wage rate of all employees (not including benefits) \$ 50.85

Minimum hourly wage rate (not including benefits) \$ 15

Approximately what percentage of employees do you expect will be hired from the McFarland area (i.e. 53558 zip code) 85%

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

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

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

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

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

E. PROJECT BUDGET AND FINANCIAL STRATEGY

Budget source: Developer Arch/Eng Contractor Other _____

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

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

Sources of Financing	Amount (\$)	Percent of Total Costs
TIF		%
Developer Equity	See	%
Investor Equity	attached	%
Loans	contributions	%
Grants	schedule	%
Other (please specify)		%
Total Project Costs		100.0 %

Lender for Project if in addition to the Village: Lake Ridge Bank

Officer Jeff Schleis (608) 826-3502 JSchleis@lakeridge.bank
 Phone _____ Email _____

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

Grant Sources: _____ Grant Amount: _____

Grant Officer: _____ Phone _____ Email _____

Application Status: _____

Date of Grant Announcement: _____

F. APPLICANT CERTIFICATION AND ACKNOWLEDGEMENT

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

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

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

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

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

Applicant Ryan Quinn Title Managing Member
Signature [Handwritten Signature] Date Feb. 2, 2027
Return To:

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

WELL PLAYED - PLAY GYM BUILDING

Costs Estimate

Description	Quantity	Unit	Unit Price	Total
<u>Land Purchase</u>				
Initial Land Purchase	1	LS	\$1,900,000.00	\$1,900,000.00
Miniwarehouse Land Purchase	1	LS	\$125,000.00	\$125,000.00
<u>Permitting Item</u>				
Building Permit	1	LS	\$4,000.00	\$4,000.00
Erosion Control and Stormwater Permits	1	LS	\$3,000.00	\$3,000.00
Plumbing Fee	1	LS	\$2,500.00	\$2,500.00
HVAC Fee	1	LS	\$600.00	\$600.00
Fire Alarm and Suppression System Fee	1	LS	\$1,500.00	\$1,500.00
Staff and Engineering Review Fees	1	LS	\$10,000.00	\$10,000.00
Attorney Review Fees	1	LS	\$15,000.00	\$15,000.00
Site Design Fee	1	LS	\$1,500.00	\$1,500.00
Public Water	1	4 in	\$8,750.00	\$8,750.00
MMSD Connection Fee	147546	SF	\$0.23478	\$34,640.85
<u>Transaction Fees</u>				
Bank Fee	1	LS	\$5,000.00	\$5,000.00
Appraisal Fee	1	LS	\$3,000.00	\$3,000.00
Title Fee	1	LS	\$3,000.00	\$3,000.00
Miscellaneous Closing Fees	1	LS	\$3,000.00	\$3,000.00
Construction Interest Carrying Costs Through 11/2025	1	LS	\$15,000.00	\$15,000.00
<u>Professional Items</u>				
Architect	1	LS	\$20,000.00	\$20,000.00
Structural Design	1	LS	\$10,000.00	\$10,000.00
Ryan Quam Building Plans Drafting	1	LS	\$25,000.00	\$25,000.00
Quam Engineering, LLC Site Design / Approvals	1	LS	\$15,000.00	\$15,000.00
Quam Engineering, LLC Construction Staking	1	LS	\$20,000.00	\$20,000.00
Quam Engineering, LLC Site General Administration	1	LS	\$25,000.00	\$25,000.00
Ryan Quam Planning and Consultation Fee	1	LS	\$30,000.00	\$30,000.00
Brokers Fee	1	LS	\$50,000.00	\$50,000.00
<u>Site Items</u>				
Rice Grading	1	LS	\$120,000.00	\$120,000.00
Plumbing (Sanitary, Water, and Storm)	1	LS	\$135,000.00	\$135,000.00
Yeske Concrete Curb, Sidewalk, and Pad	1	LS	\$50,000.00	\$50,000.00
3" - 4" Asphalt Binder and Surface Course	1	LS	\$60,000.00	\$60,000.00
Restoration (Seed & Mulch)	4000	SY	\$3.00	\$12,000.00
Lighting	1	LS	\$10,000.00	\$10,000.00
Landscaping Trees & Shrubs	1	LS	\$35,000.00	\$35,000.00
<u>Building Items (Interior, Exterior, and Lighting)</u>				
Riegert Builders Contract	1	LS	\$1,153,017.00	\$1,153,017.00
Subtotal Costs:				\$3,905,507.85
Contingency (Approx. 2% Building and Site):				\$39,492.15
Total:				\$3,945,000.00

PROFORMA

Loan Amount

Total Costs (See Cost Schedule)	\$3,945,000
Initial Land Purchase Equity	-\$1,900,000
T.I.F. "Gap Loan"	-\$270,000
Ryan Quam Building Plans Drafting	-\$25,000
Quam Engineering, LLC Site Design / Approvals	-\$15,000
Quam Engineering, LLC Construction Staking	-\$20,000
Quam Engineering, LLC Site General Administration	-\$25,000
Ryan Quam Planning and Consulation Fee	-\$30,000
Loan Amount	\$1,660,000

Sales/year

Well Played	\$199,300 {9965 @ \$20}
Total	\$199,300

Costs/year

Interest	6.50%
Management & Insurance	8.00% of sales amount
Maintenance	6.00% of sales amount
Property Tax	\$19,398 {16.43913 Mill rate applied to \$1,180,000 TIF Application EAV Amount)}

Principal Projection	2027	2028	2029	2030	2031	2032	2033
Beginning Principal	\$1,660,000	\$1,615,900	\$1,564,948	\$1,506,618	\$1,440,350	\$1,365,544	\$1,281,561
Interest	\$107,900	\$105,034	\$101,722	\$97,930	\$93,623	\$88,760	\$83,301
Sales	-\$199,300	-\$203,286	-\$207,352	-\$211,499	-\$215,729	-\$220,043	-\$224,444
Management (6% sales) & Insurance (2% of sales)	\$15,944	\$15,944	\$15,944	\$15,944	\$15,944	\$15,944	\$15,944
Maintenance (6% of sales)	\$11,958	\$11,958	\$11,958	\$11,958	\$11,958	\$11,958	\$11,958
Property Tax	\$19,398	\$19,398	\$19,398	\$19,398	\$19,398	\$19,398	\$19,398
Ending Principal	\$1,615,900	\$1,564,948	\$1,506,618	\$1,440,350	\$1,365,544	\$1,281,561	\$1,187,718
Principal Reduction	\$44,100	\$50,952	\$58,330	\$66,268	\$74,806	\$83,983	\$93,843

Loan Amount & Contributions Percentage

Loan Amount Calculation

Total Costs (See Cost Schedule)	\$3,945,000
Initial Land Purchase Equity	-\$1,900,000
T.I.F. "Gap Loan" (See T.I.F. "Gap Loan" Amount Calculation)	-\$270,000
Ryan Quam Building Plans Drafting	-\$25,000
Quam Engineering, LLC Site Design / Approvals	-\$15,000
Quam Engineering, LLC Construction Staking	-\$20,000
Quam Engineering, LLC Site General Administration	-\$25,000
Ryan Quam Planning and Consultation Fee	-\$30,000
Loan Amount Total:	<u>\$1,660,000</u>

Ryan Quam Contributions Percentage Calculation

Initial Land Purchase Equity	\$1,900,000
Ryan Quam Building Plans Drafting	\$25,000
Quam Engineering, LLC Site Design / Approvals	\$15,000
Quam Engineering, LLC Construction Staking	\$20,000
Quam Engineering, LLC Site General Administration	\$25,000
Ryan Quam Planning and Consultation Fee	\$30,000
Total Contributions:	<u>\$2,015,000</u>

Ryan Quam Contributions Percentage = Total Contributions / Total Costs **51.08%**

Village Contributions Percentage Calculation

T.I.F. "Gap Loan" (See T.I.F. "Gap Loan" Amount Calculation)	<u>\$270,000</u>
Total Contributions:	<u>\$270,000</u>

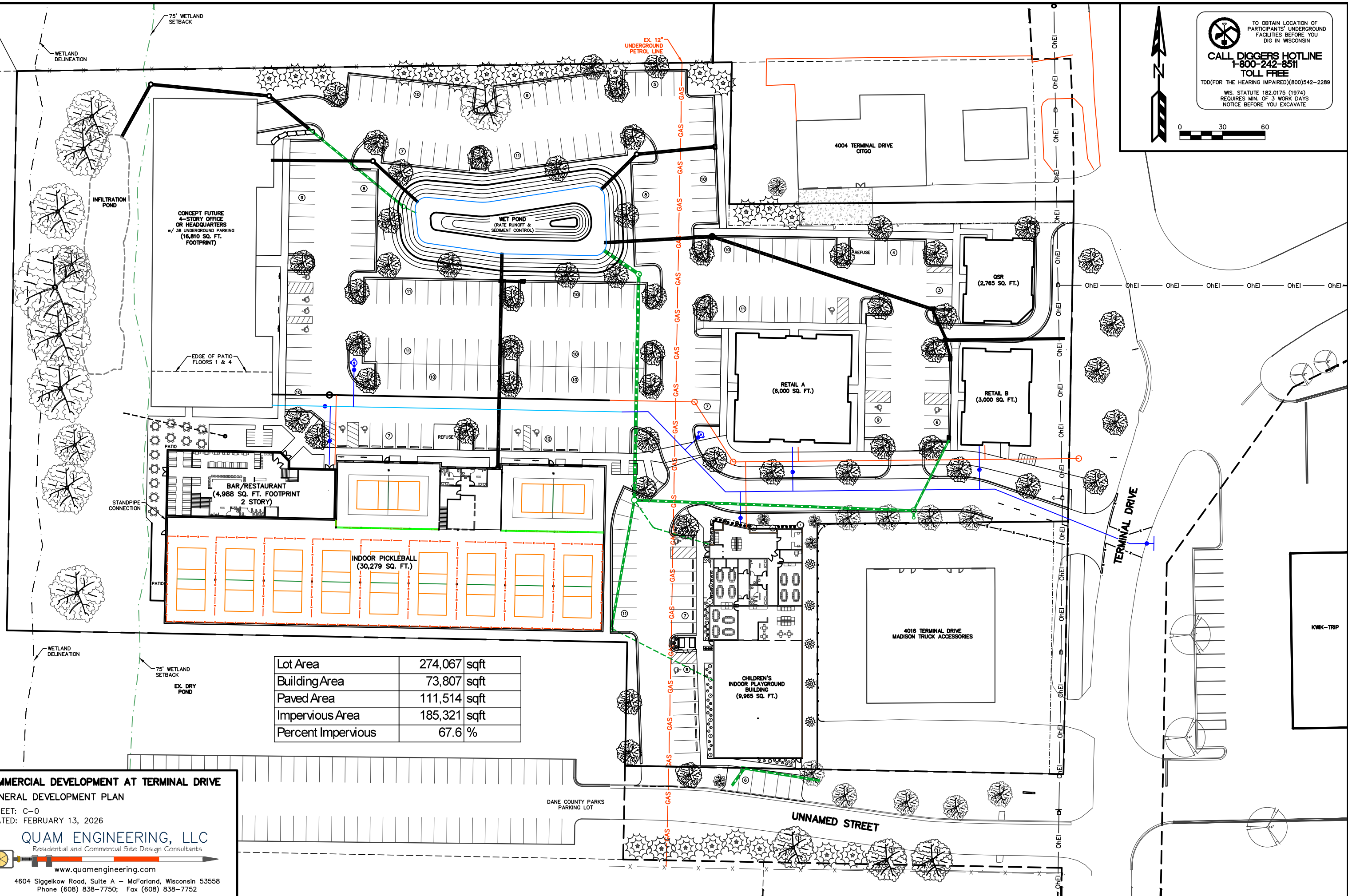
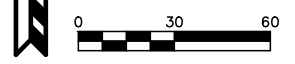
Village Contributions Percentage = Total Contributions / Total Costs **6.84%**

WELL PLAYED, PLAY GYM BUILDING

TIF Eligible Costs Estimate

Description	Total
Land Purchase (Mini-warehouse area 0.39 acres)	\$125,000
Mini-warehouse Building Demolition	\$30,000
Regional Ponds (Storm Sewer Outfall Structures and Restoration)	\$20,000
Sanitary Sewer Connection and Extension	\$35,000
Water Main Connection and Extension	\$58,000
High Pressure Gas Relocation Administration	\$5,000
Shared Driveway	\$65,000
Exterior Materials Upgrade (E.I.F.S, Multiple Metal Materials, Commercial Entrance)	\$25,000
Unnamed Road Landscaping	\$4,000
MMSD Connection Fee (\$234.78/1,000 sq. ft. at 147,546 sq. ft.)	\$34,641
	Total: \$401,641

TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN
CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE
 TDD(FOR THE HEARING IMPAIRED)(800)542-2289
 WIS. STATUTE 182.0175 (1974)
 REQUIRES MIN. OF 3 WORK DAYS
 NOTICE BEFORE YOU EXCAVATE

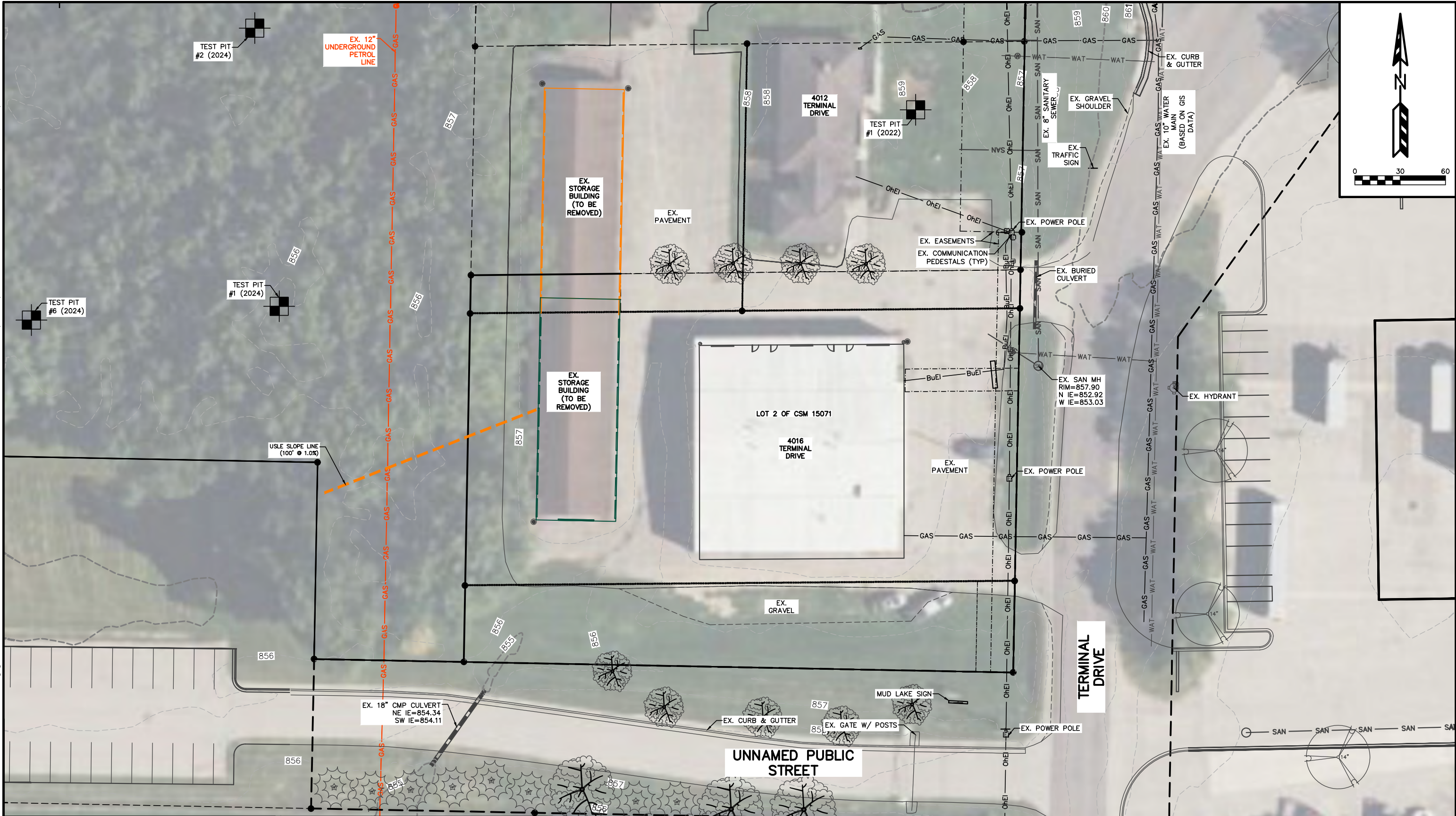


Lot Area	274,067	sqft
Building Area	73,807	sqft
Paved Area	111,514	sqft
Impervious Area	185,321	sqft
Percent Impervious	67.6	%

COMMERCIAL DEVELOPMENT AT TERMINAL DRIVE
 GENERAL DEVELOPMENT PLAN
 SHEET: C-0
 DATED: FEBRUARY 13, 2026

QUAM ENGINEERING, LLC
 Residential and Commercial Site Design Consultants
 www.quamengineering.com

4604 Siggelkow Road, Suite A - McFarland, Wisconsin 53558
 Phone (608) 838-7750; Fax (608) 838-7752

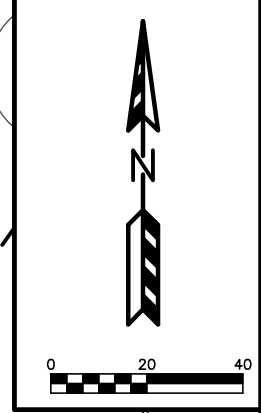
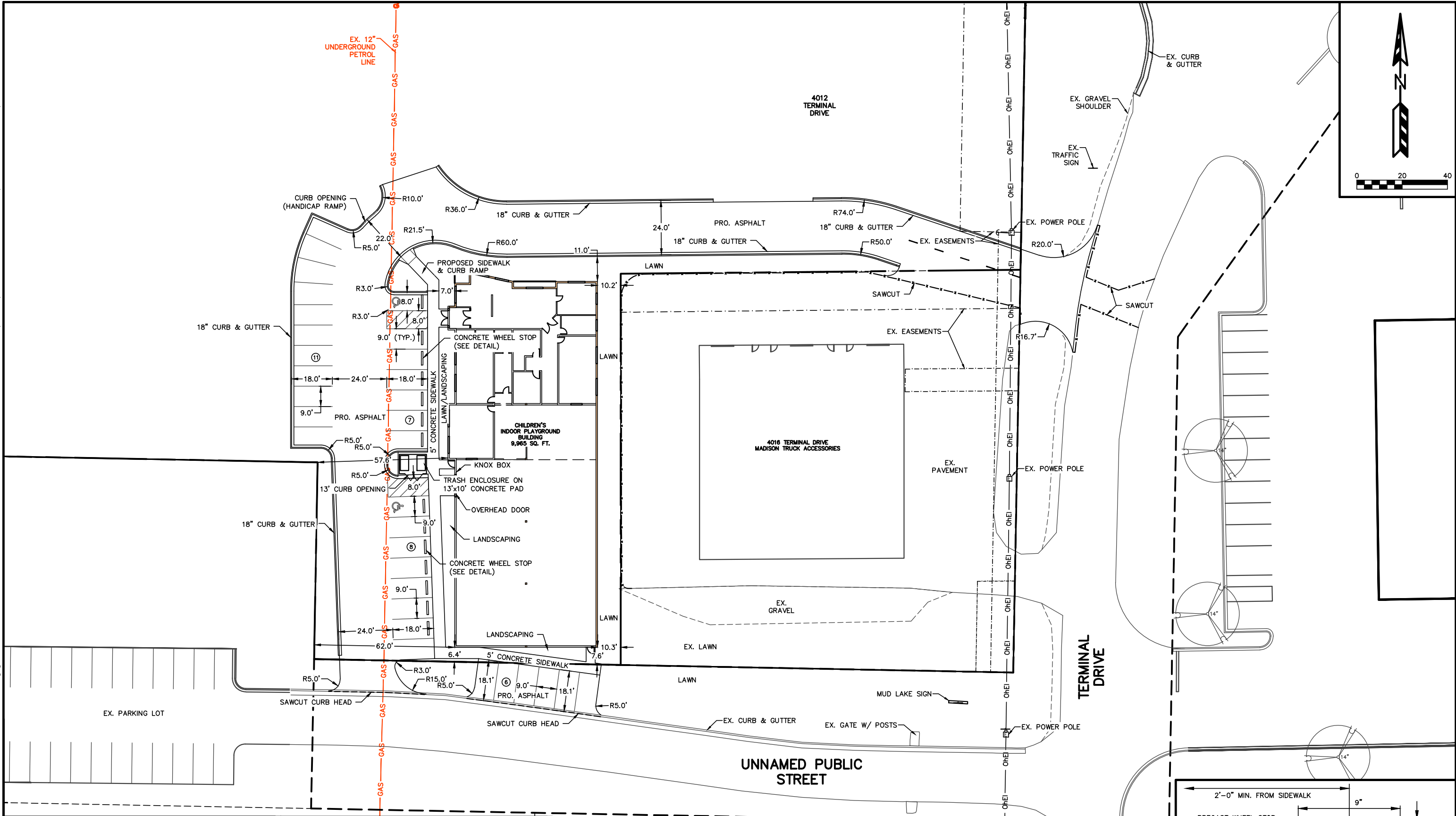


WELL PLAYED, PLAY GYM
 EXISTING SITE AND TEST PITS
 SHEET: C-1
 DATED: FEBRUARY 2, 2026

QUAM ENGINEERING, LLC
 Residential and Commercial Site Design Consultants
 www.quamengineering.com
 4604 Siggelkow Road, Suite A - McFarland, Wisconsin 53558
 Phone (608) 838-7750; Fax (608) 838-7752

LEGEND FOR COMMON LINES:

--- 856 ---	EXISTING MINOR CONTOUR
--- 855 ---	EXISTING MAJOR CONTOUR
---	PROPERTY LINE
---	ROAD RIGHT-OF-WAY
---	EASEMENT LINE
---	EXISTING TREE LINE
-x-x-x-	EXISTING FENCE
---	EXISTING BURIED WATER MAIN/SERVICE
---	EXISTING BURIED SANITARY SEWER/LATERAL
---	EXISTING BURIED GAS LINE
---	EXISTING OVERHEAD ELECTRIC LINE
---	EXISTING BURIED COMMUNICATION LINE



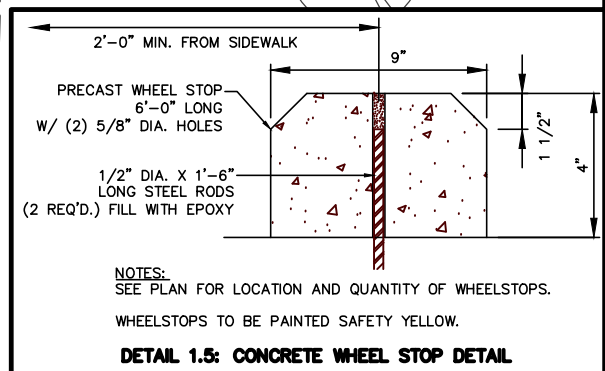
WELL PLAYED, PLAY GYM
SITE PLAN
 SHEET: C-2
 DATED: FEBRUARY 2, 2026

QUAM ENGINEERING, LLC
 Residential and Commercial Site Design Consultants
 www.quamengineering.com

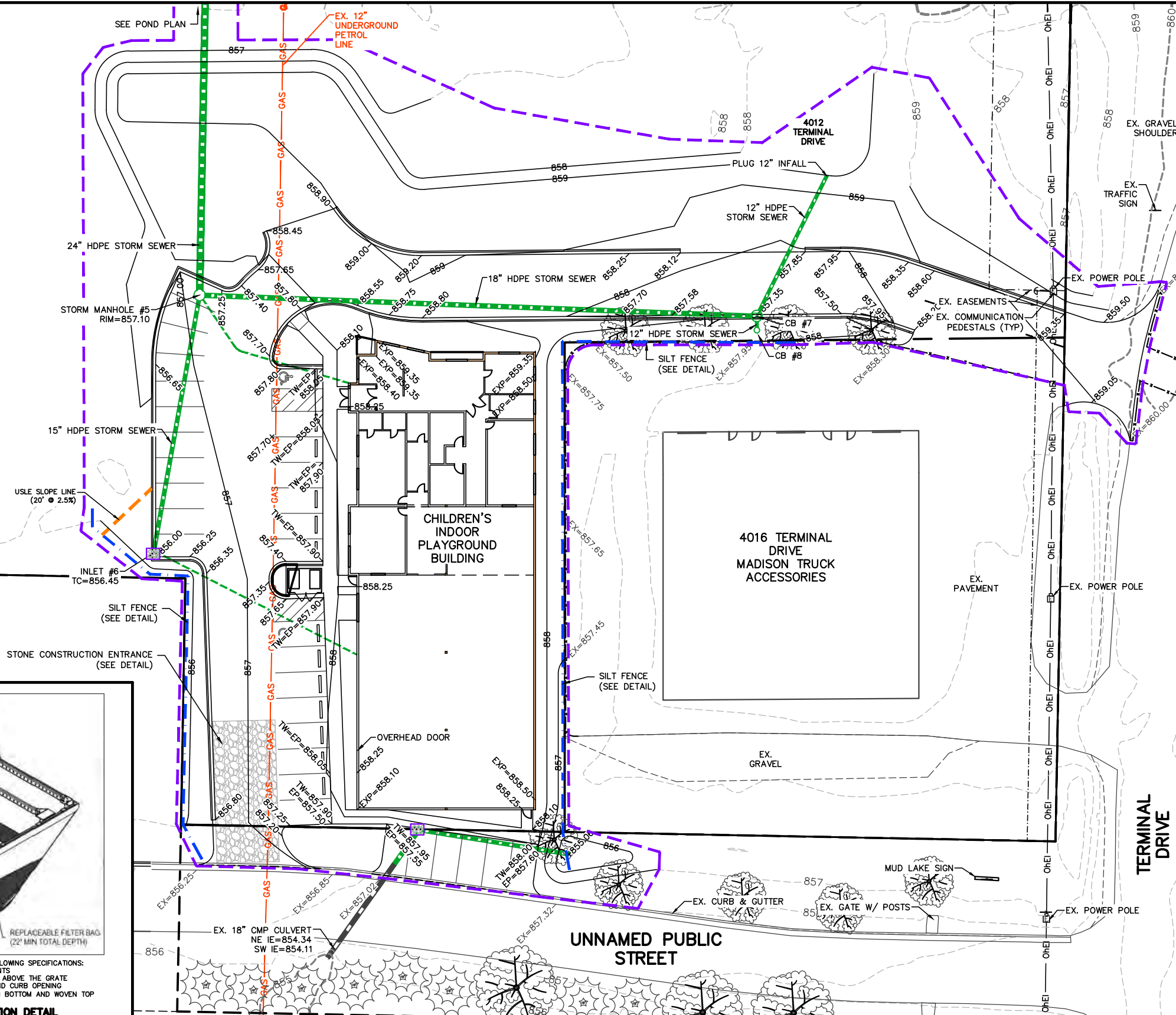
4604 Siggelkow Road, Suite A - McFarland, Wisconsin 53558
 Phone (608) 838-7750; Fax (608) 838-7752

LEGEND FOR COMMON LINES:

---	856	EXISTING MINOR CONTOUR
---	855	EXISTING MAJOR CONTOUR
---		PROPERTY LINE
---		ROAD RIGHT-OF-WAY
---		EASEMENT LINE
---		EXISTING TREE LINE
---		EXISTING FENCE
---	WAT	EXISTING BURIED WATER MAIN/SERVICE
---	SAN	EXISTING BURIED SANITARY SEWER/LATERAL
---	GAS	EXISTING BURIED GAS LINE
---	OhEI	EXISTING OVERHEAD ELECTRIC LINE
---	BuCom	EXISTING BURIED COMMUNICATION LINE



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TOLL FREE
 TDD(FOR THE HEARING IMPAIRED)(800)542-2289
 WIS. STATUTE 182.0175 (1974)
 REQUIRES MIN. OF 3 WORK DAYS
 NOTICE BEFORE YOU EXCAVATE



INSTALL FLEXSTORM CATCH-IT BAG DURING CONSTRUCTION (SEE DETAIL), REPLACE WITH FLEXSTORM PURE INLET FILTER WITH PCP BAG DURING FINAL RESTORATION FOR OIL AND GREASE CONTROL

EROSION NOTES:
 THE STONE CONSTRUCTION ENTRANCE SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION. SEDIMENT REACHING PUBLIC STREET SHALL BE REMOVED BY STREET CLEANING (NOT HYDRAULIC FLUSHING) BEFORE THE END OF EACH WORKDAY.
 EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO GRADING OPERATIONS AND SHALL BE PROPERLY MAINTAINED FOR MAXIMUM EFFECTIVENESS UNTIL VEGETATION IS ESTABLISHED. ALL EROSION CONTROL MEASURES AND STRUCTURES SERVING THE SITE MUST BE INSPECTED AT LEAST WEEKLY OR WITHIN 24 HOURS OF A 0.5 INCH RAIN EVENT. ALL MAINTENANCE WILL FOLLOW AN INSPECTION WITHIN 24 HOURS.
 CUT AND FILL SLOPES SHALL BE NO GREATER THAN 3:1.
 ALL DISTURBED AREAS MUST BE TEMPORARILY STABILIZED WITHIN 14 DAYS OF LAST ACTIVITY. ALL DISTURBED AREAS SHOULD BE STABILIZED WITHIN 7 DAYS OF FINAL GRADING.
 PERIMETER CONTROL SHALL BE INSTALLED AROUND STOCKPILES, AND STOCKPILES SHALL BE STABILIZED THAT WILL REMAIN INACTIVE FOR 7 DAYS OR LONGER.
 EROSION CONTROL IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ACCEPTANCE OF THIS PROJECT. EROSION CONTROL MEASURES AS SHOWN SHALL BE THE MINIMUM PRECAUTIONS THAT WILL BE ALLOWED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECOGNIZING AND CORRECTING ALL EROSION CONTROL PROBLEMS THAT ARE A RESULT OF CONSTRUCTION ACTIVITIES. ADDITIONAL EROSION CONTROL MEASURES, AS REQUESTED IN WRITING BY THE STATE OR LOCAL INSPECTORS, OR THE DEVELOPER'S ENGINEER, SHALL BE INSTALLED WITHIN 24 HOURS.

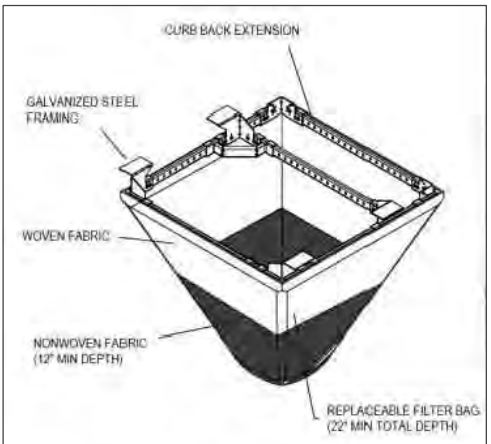
TIME SCHEDULE:

APRIL 15, 2026	INSTALL EROSION CONTROL MEASURES.
APRIL 15 - MAY 15, 2026	CONSTRUCT DETENTION POND AND RESTORE DISTURBED AREAS.
MAY 1 - OCTOBER 31, 2026	ROUGH GRADE SITE, EXCAVATE AND CONSTRUCT FOUNDATION, INSTALL SITE UTILITIES, INSTALL PAVEMENT BASE, CONCRETE SIDEWALKS, AND ASPHALT.
SEPTEMBER 1 - 15, 2026	RESTORE ALL REMAINING DISTURBED AREAS (EXCEPT LANDSCAPE BEDS) WITH SEED AND MULCH OR EROSION MAT.
OCTOBER 1 - 31, 2026	INSTALL LANDSCAPE TREES, SHRUBS, EDGING, AND WOOD CHIPS.
SEPTEMBER 15 - NOVEMBER 15, 2026	PERMANENT VEGETATION ESTABLISHMENT PERIOD.
NOVEMBER 15, 2026	REMOVE EROSION CONTROL MEASURES.

RESTORATION NOTES:
 RESTORATION SHALL OCCUR AS SOON AFTER THE DISTURBANCE AS PRACTICAL.
 ALL PVIOUS DISTURBED AREAS SHALL RECEIVE A MINIMUM OF FOUR (4) INCHES OF TOPSOIL, SEED, AND MULCH OR EROSION MAT. EROSION MAT LIMITS ARE SHOWN ON THE GRADING & EROSION CONTROL PLAN. RESTORATION WILL OCCUR AS SOON AFTER THE DISTURBANCE AS PRACTICAL. WET DETENTION SEED MIX SUPPLIED BY AGRECO, OR EQUIVALENT SHALL BE USED FOR THE SIDES OF THE WET POND. SEED MIXTURE 40 SHALL BE USED ON ALL OTHER DISTURBED AREAS. ALL SEED MIXTURES SHALL BE IN ACCORDANCE WITH SECTION 630 OF D.O.T. SPECIFICATIONS. AN EQUAL AMOUNT OF ANNUAL RYEGRASS SHALL BE ADDED TO THE MIX.
 ALL PVIOUS DISTURBED AREAS SHALL RECEIVE FERTILIZER. FERTILIZER SHALL MEET THE FOLLOWING MINIMUM REQUIREMENTS: NITROGEN, NOT LESS THAN 16%; PHOSPHORIC ACID, NOT LESS THAN 8% POTASH, NOT LESS THAN 8%. FERTILIZER SHALL BE APPLIED AT THE RATE OF FOUR (4) POUNDS PER 1,000 SQUARE FEET. SEED MIXTURE 40 SHALL BE APPLIED AT THE RATE OF FOUR (4) POUNDS PER 1,000 SQUARE FEET. MULCH SHALL CONSIST OF HAY OR STRAW APPLIED AT THE RATE OF TWO (2) TONS PER ACRE. WET DETENTION SEED MIX SHALL BE APPLIED AT THE RATE OF EIGHT (8) POUNDS PER ACRE. WHEN SEEDING THE WET DETENTION SEED MIX WITH A CONVENTIONAL SPREADER, AN INERT CARRIER SUCH AS VERMICULITE, FINE GRADE PINE SHAVINGS, OR MILORGANITE MAY BE INCORPORATED TO BULK UP THE SEED.
 SEEDING FROM SEPTEMBER 16 THROUGH NOVEMBER 15 IS TO BE AVOIDED TO PREVENT FREEZING OF NEW GROWTH. DORMANT SEEDING, IF NECESSARY, SHALL BE COMPLETED AFTER NOVEMBER 15. DORMANT SEEDING SHALL NOT BE APPLIED ON TOP OF SNOW. DISTURBED AREAS SHALL HAVE EROSION MAT APPLIED OVER DORMANT SEEDING. IF DORMANT SEEDING DOES NOT RESULT IN AT LEAST 70% COVER BY MAY 15, ADDITIONAL SEEDING SHALL BE REQUIRED.

OWNER:
 EZRA PROPERTIES, LLC
 ATTN: RYAN QUAM
 4604 SIGELKOW ROAD, SUITE A
 MCFARLAND, WI 53558

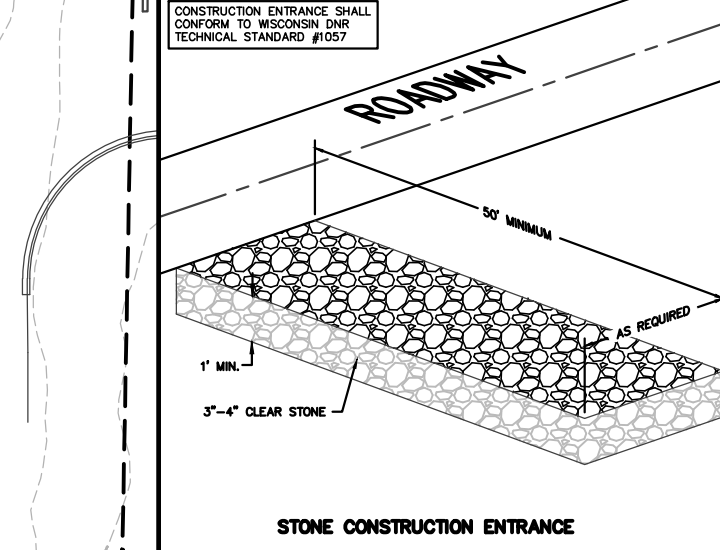
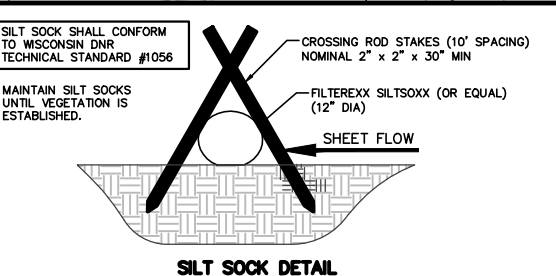
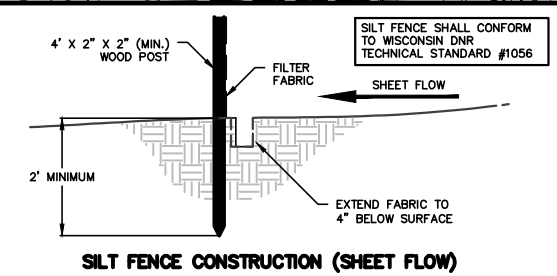
ENGINEER:
 QUAM ENGINEERING, LLC
 ATTN: RYAN QUAM
 4604 SIGELKOW ROAD, SUITE A
 MCFARLAND, WI 53558



FRAMED INLET PROTECTION MUST MEET THE FOLLOWING SPECIFICATIONS:
 • ALL ASTM STANDARD D8057-17 REQUIREMENTS
 • NO PART OF INLET PROTECTION PROJECTING ABOVE THE GRATE
 • CAPTURE RUNOFF ENTERING BOTH GRATE AND CURB OPENING
 • "DUAL FABRIC" FILTER BAG, WITH NONWOVEN BOTTOM AND WOVEN TOP

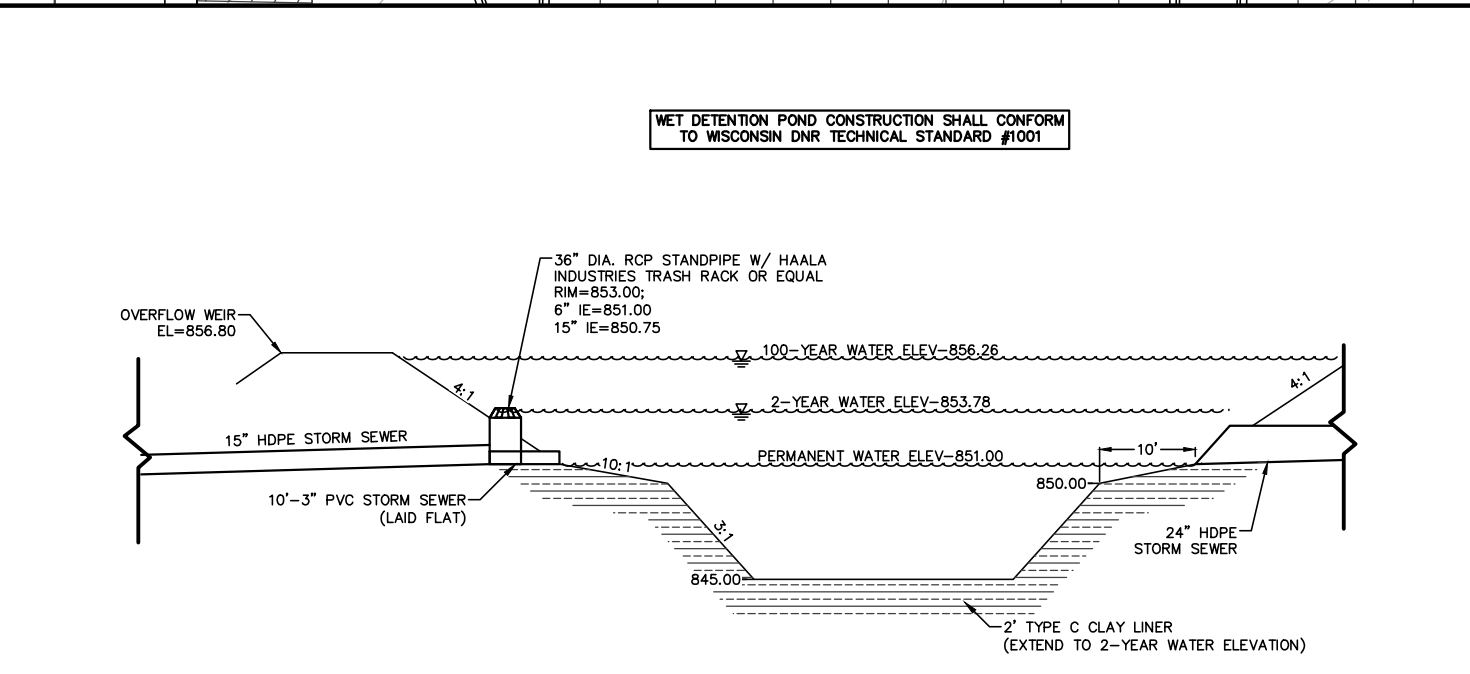
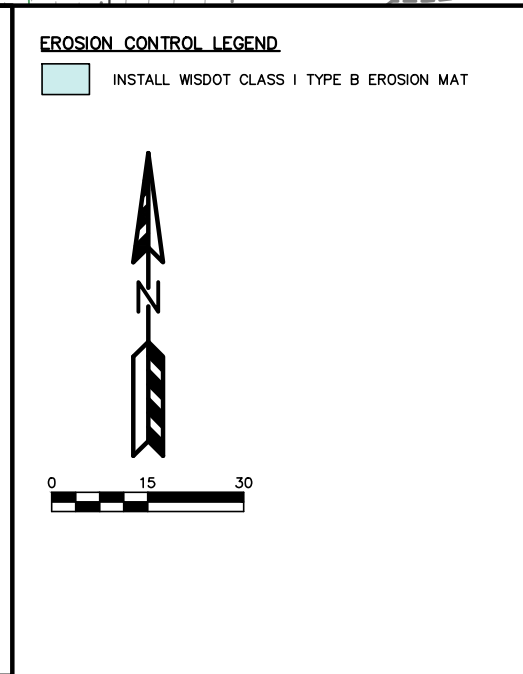
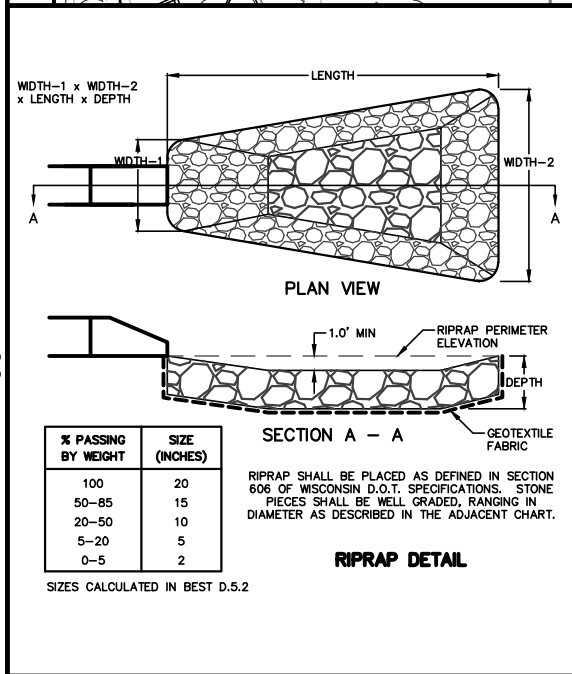
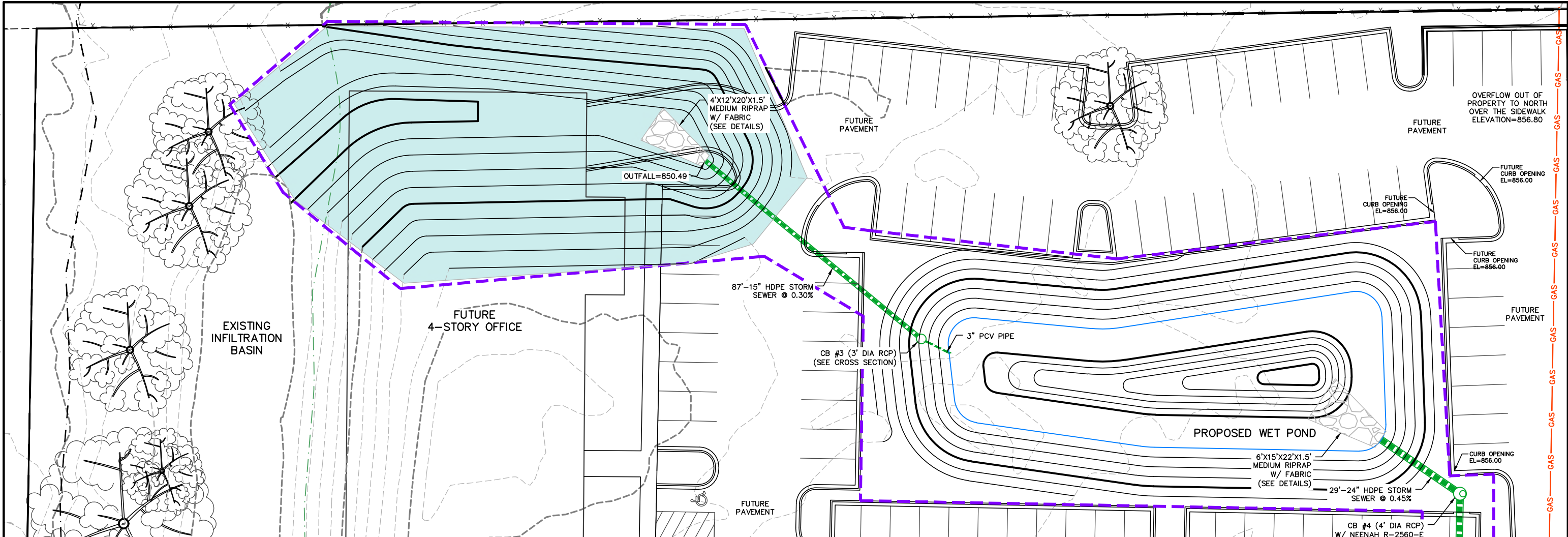
LEGEND FOR COMMON LINES:

---	856	EXISTING MINOR CONTOUR
---	855	EXISTING MAJOR CONTOUR
---	---	PROPERTY LINE
---	---	ROAD RIGHT-OF-WAY
---	---	EASEMENT LINE
---	---	EXISTING TREE LINE
---	---	EXISTING FENCE
---	---	EXISTING BURIED WATER MAIN/SERVICE
---	---	EXISTING BURIED SANITARY SEWER/LATERAL
---	---	EXISTING BURIED GAS LINE
---	---	EXISTING OVERHEAD ELECTRIC LINE
---	---	EXISTING BURIED COMMUNICATION LINE



WELL PLAYED, PLAY GYM
 GRADING PLAN
 SHEET: C-3
 DATED: FEBRUARY 2, 2026

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 Residential and Commercial Site Design Consultants
 www.quamengineering.com
 4604 Sigelkow Road, Suite A - McFarland, Wisconsin 53558
 Phone (608) 838-7750; Fax (608) 838-7752



WET POND PEAK ELEVATIONS

STORM	ELEV
1-YR	853.53
2-YR	853.78
10-YR	854.62
100-YR	856.26

CONTRACTOR SHALL NOTIFY ENGINEER WHEN POND IS GRADED TO FINISH ELEVATIONS FOR AS-BUILT TOPOGRAPHIC COLLECTION. IF PUMPING IS REQUIRED TO ALLOW THE BOTTOM TO BE COLLECTED, CONTRACTOR SHALL ARRANGE FOR PUMPING.

WELL PLAYED, PLAY GYM

WET POND PLAN

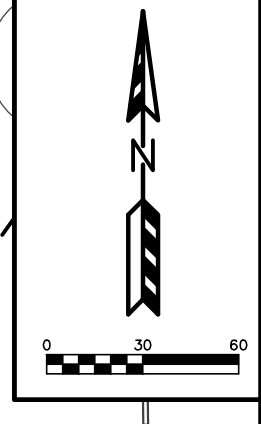
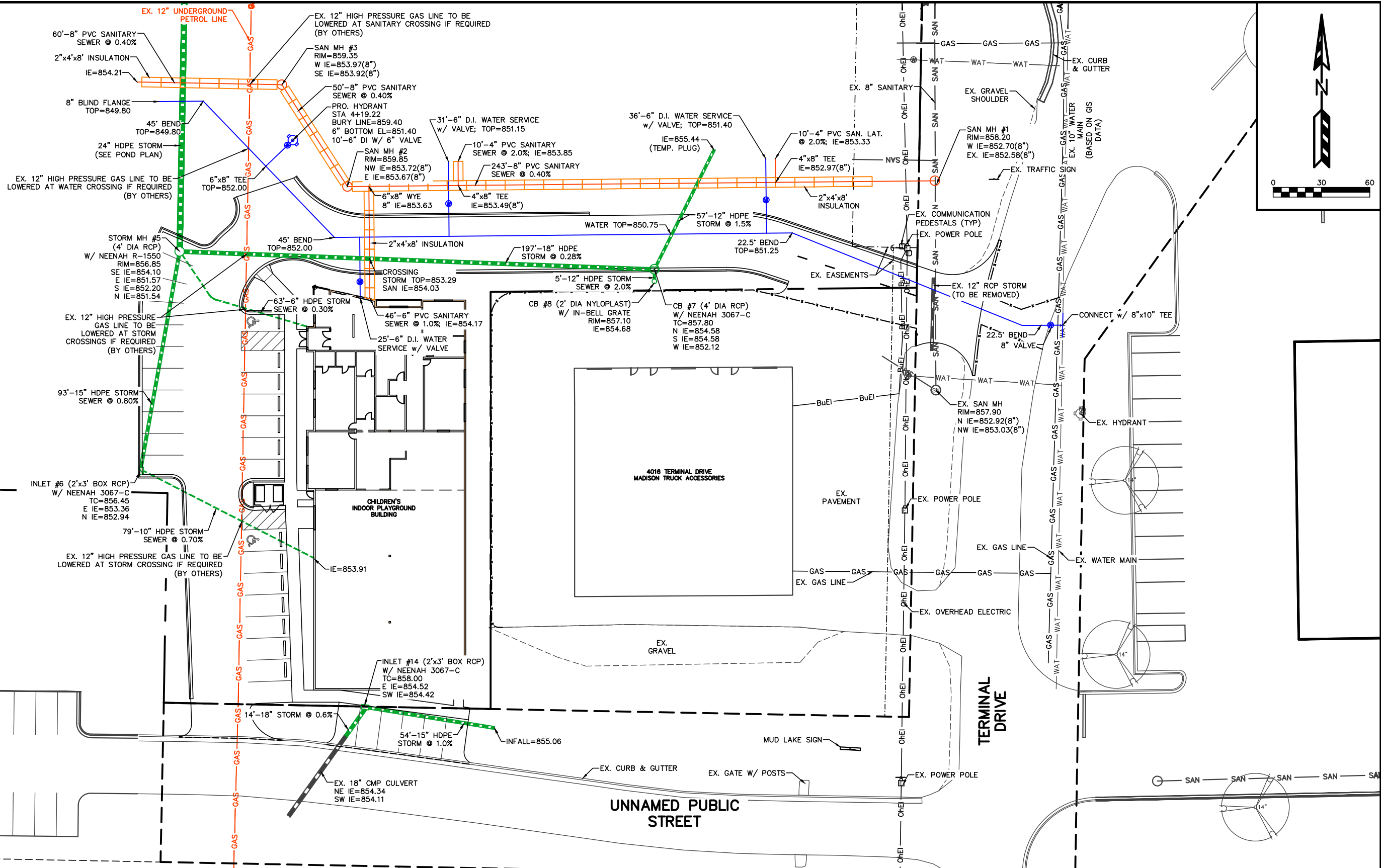
SHEET: C-4.1

DATED: FEBRUARY 2, 2026

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants

www.quamengineering.com

4604 Siggelkow Road, Suite A - McFarland, Wisconsin 53558
Phone (608) 838-7750; Fax (608) 838-7752

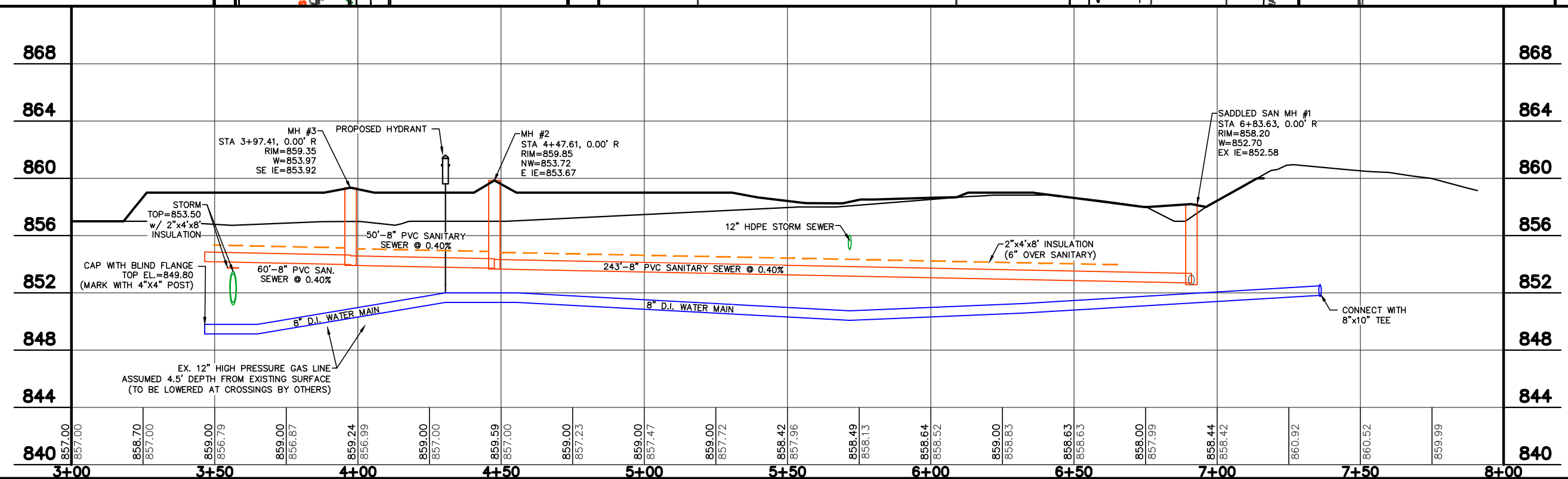
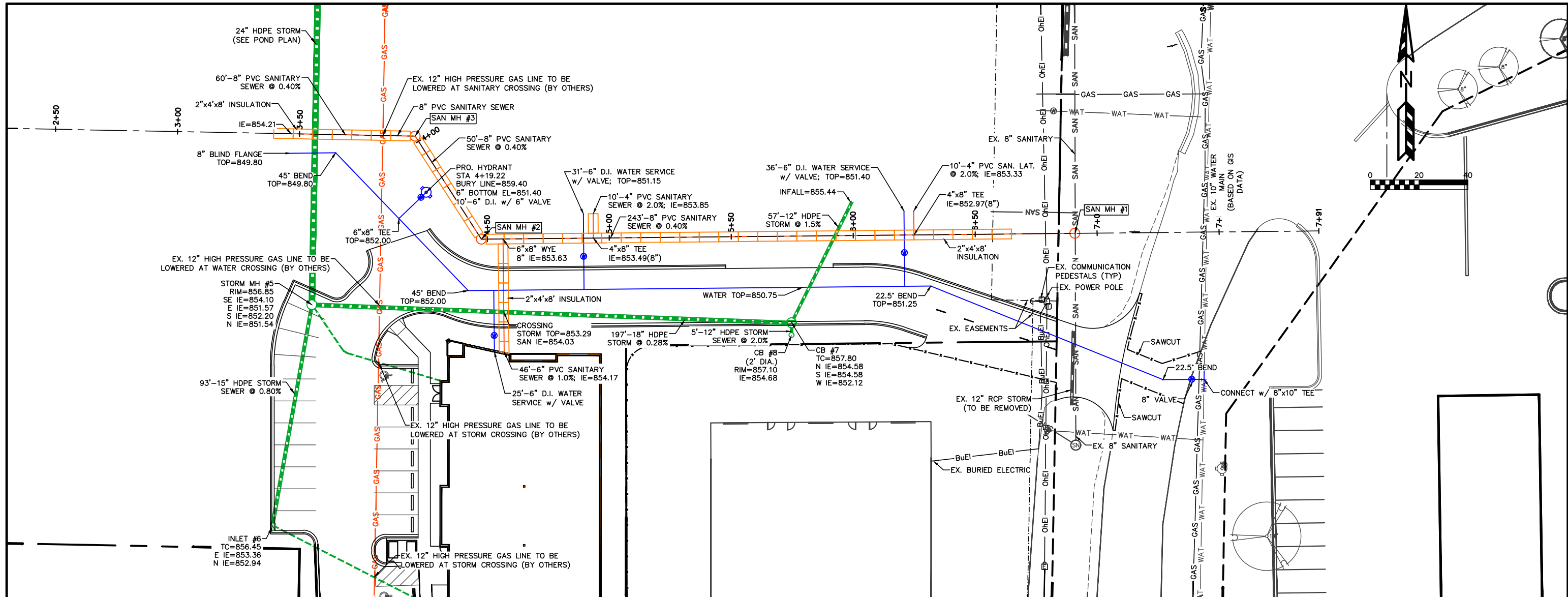


WELL PLAYED, PLAY GYM
UTILITY PLAN
 SHEET: C-4
 DATED: FEBRUARY 2, 2026

QUAM ENGINEERING, LLC
 Residential and Commercial Site Design Consultants
 www.quamengineering.com
 4604 Siggelkow Road, Suite A - McFarland, Wisconsin 53558
 Phone (608) 838-7750; Fax (608) 838-7752

LEGEND FOR COMMON LINES:

---	856	EXISTING MINOR CONTOUR
---	855	EXISTING MAJOR CONTOUR
---		PROPERTY LINE
---		ROAD RIGHT-OF-WAY
---		EASEMENT LINE
---		EXISTING TREE LINE
---		EXISTING FENCE
---	WAT	EXISTING BURIED WATER MAIN/SERVICE
---	SAN	EXISTING BURIED SANITARY SEWER/LATERAL
---	GAS	EXISTING BURIED GAS LINE
---	OhEI	EXISTING OVERHEAD ELECTRIC LINE
---	BuCom	EXISTING BURIED COMMUNICATION LINE



WELL PLAYED, PLAY GYM - SANITARY SEWER PLAN AND PROFILE

EROSION NOTES:
 THE STONE CONSTRUCTION ENTRANCE SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION. THE TRACKING PAD IS TO BE MAINTAINED BY THE CONTRACTOR IN A CONDITION, WHICH WILL PREVENT THE TRACKING OF MUD OR DRY SEDIMENT ONTO THE ADJACENT PUBLIC STREETS. SEDIMENT REACHING PUBLIC STREETS SHALL BE REMOVED BY STREET CLEANING (NOT HYDRAULIC FLUSHING) BEFORE THE END OF EACH WORKDAY.

EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO GRADING OPERATIONS AND SHALL BE PROPERLY MAINTAINED FOR MAXIMUM EFFECTIVENESS UNTIL VEGETATION IS ESTABLISHED. ALL EROSION CONTROL MEASURES AND STRUCTURES SERVING THE SITE MUST BE INSPECTED AT LEAST WEEKLY OR WITHIN 24 HOURS OF A 0.5 INCH RAIN EVENT. ALL MAINTENANCE WILL FOLLOW AN INSPECTION WITHIN 24 HOURS.

CUT AND FILL SLOPES SHALL BE NO GREATER THAN 4:1.

ALL DISTURBED AREAS MUST BE TEMPORARILY STABILIZED WITHIN 14 DAYS OF LAST ACTIVITY. ALL DISTURBED AREAS SHOULD BE STABILIZED WITHIN 7 DAYS OF FINAL GRADING.

PERIMETER CONTROL SHOULD BE INSTALLED AROUND STOCKPILES, AND STOCKPILES SHOULD BE STABILIZED THAT WILL REMAIN INACTIVE FOR 7 DAYS OR LONGER.

EROSION CONTROL IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ACCEPTANCE OF THIS PROJECT. EROSION CONTROL MEASURES AS SHOWN SHALL BE THE MINIMUM PRECAUTIONS THAT WILL BE ALLOWED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECOGNIZING AND CORRECTING ALL EROSION CONTROL PROBLEMS THAT ARE A RESULT OF CONSTRUCTION ACTIVITIES. ADDITIONAL EROSION CONTROL MEASURES, AS REQUESTED IN WRITING BY THE STATE OR LOCAL INSPECTORS, OR THE DEVELOPER'S ENGINEER, SHALL BE INSTALLED WITHIN 24 HOURS.

EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBANCE.

TIME SCHEDULE:

APRIL 15, 2026	INSTALL EROSION CONTROL MEASURES.
APRIL 15 - MAY 15, 2026	CONSTRUCT DETENTION POND AND RESTORE DISTURBED AREAS.
MAY 1 - OCTOBER 31, 2026	ROUGH GRADE SITE, EXCAVATE AND CONSTRUCT FOUNDATION, INSTALL SITE UTILITIES, INSTALL PAVEMENT BASE, CONCRETE SIDEWALKS, AND ASPHALT.
SEPTEMBER 1 - 15, 2026	RESTORE ALL REMAINING DISTURBED AREAS (EXCEPT LANDSCAPE BEDS) WITH SEED AND MULCH OR EROSION MAT.
OCTOBER 1 - 31, 2026	INSTALL LANDSCAPE TREES, SHRUBS, EDGING, AND WOOD CHIPS.
SEPTEMBER 15 - NOVEMBER 15, 2026	PERMANENT VEGETATION ESTABLISHMENT PERIOD.
NOVEMBER 15, 2026	REMOVE EROSION CONTROL MEASURES.

RESTORATION NOTES:

RESTORATION WILL OCCUR AS SOON AFTER THE DISTURBANCE AS PRACTICAL. SLOPES GREATER THAN 20% SHALL BE RESTORED WITHIN 30 DAYS.

ALL PERVIOUS DISTURBED AREAS SHALL RECEIVE A MINIMUM OF FOUR (4) INCHES OF TOPSOIL, SEED, AND MULCH. ALL PERVIOUS DISTURBED AREAS SHALL RECEIVE FERTILIZER. RESTORATION WILL OCCUR AS SOON AFTER THE DISTURBANCE AS PRACTICAL. SEED MIXTURE 40 SHALL BE USED ON ALL DISTURBED AREAS. MIXTURES SHALL BE IN ACCORDANCE WITH SECTION 630 OF D.O.T. SPECIFICATIONS. AN EQUAL AMOUNT OF ANNUAL RYEGRASS SHALL BE ADDED TO THE MIX.

FERTILIZER SHALL ME THE FOLLOWING MINIMUM REQUIREMENTS: NITROGEN, NOT LESS THAN 16% PHOSPHORIC ACID, NOT LESS THAN 8% POTASH, NOT LESS THAN 8% FERTILIZER SHALL BE APPLIED AT THE RATE OF FOUR (4) POUNDS PER 1,000 SQUARE FEET. SEED MIXTURES SHALL BE APPLIED AT THE RATE OF FOUR (4) POUNDS PER 1,000 SQUARE FEET. MULCH SHALL CONSIST OF HAY OR STRAW APPLIED AT THE RATE OF TWO (2) TONS PER ACRE.

SEEDING FROM SEPTEMBER 16 THROUGH NOVEMBER 15 SHOULD BE AVOIDED TO PREVENT FREEZING OF NEW GROWTH. ADD WINTER WHEAT SEED AT ONE POUND PER 1,000 SQUARE FEET FOR SEEDING AFTER NOVEMBER 15.

OWNER:

EZRA PROPERTIES, LLC
 ATTN: RYAN QUAM
 4604 SIGGELKOW ROAD, SUITE A
 MCFARLAND, WI, 53558

ENGINEER:

QUAM ENGINEERING, LLC
 ATTN: RYAN QUAM
 4604 SIGGELKOW ROAD, SUITE A
 MCFARLAND, WI 53558

UTILITY NOTES:

THE LENGTHS OF ALL UTILITIES ARE TO CENTER OF STRUCTURES OR FITTINGS AND MAY VARY SLIGHTLY FROM THE PLAN. LENGTHS SHALL BE VERIFIED IN THE FIELD DURING CONSTRUCTION.

ALL WATER MAIN SHALL BE BURIED TO A DEPTH OF 6.5 FEET. THE DEPTH IS DEFINED AS THE DISTANCE BETWEEN THE FINISHED GRADE ELEVATION AND THE TOP OF WATER MAIN OR SERVICE.

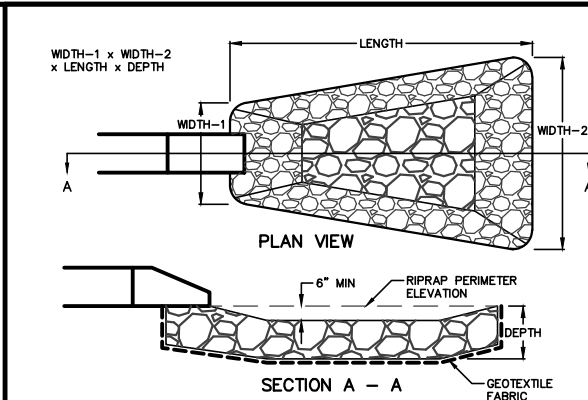
PROVIDE 18" MINIMUM VERTICAL SEPARATION WHERE SEWER CROSSES OVER WATER MAIN AND PROVIDE 12" MINIMUM VERTICAL SEPARATION WHERE WATER MAIN CROSSES OVER SEWER.

ANY UTILITIES WHICH ARE DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.

ALL UNDERGROUND EXTERIOR WATER SERVICES/MAINS MUST BE PROVIDED WITH TRACER WIRE OR OTHER METHODS IN ORDER TO BE LOCATED IN ACCORDANCE WITH 182.0715(2r) OF STATE STATUTES.

THE PROPOSED ELECTRIC, TELEPHONE AND GAS UTILITY LOCATIONS ARE NOT SHOWN. ACTUAL LOCATIONS AND DESIGN SHALL BE COMPLETED BY OTHERS.

ALL WATER SERVICES, PRIVATE WATER MAIN, FIRE HYDRANTS AND VALVES WITHIN THE DEVELOPMENT SHALL BE INSTALLED IN ACCORDANCE WITH VILLAGE OF WINDSOR STANDARD MATERIALS AND INSTALLATION REQUIREMENTS.

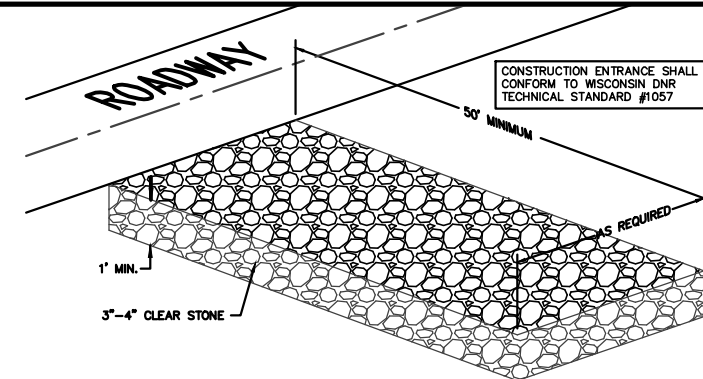


% PASSING BY WEIGHT	SIZE (INCHES)
100	20
50-85	15
20-50	10
5-20	5
0-5	2

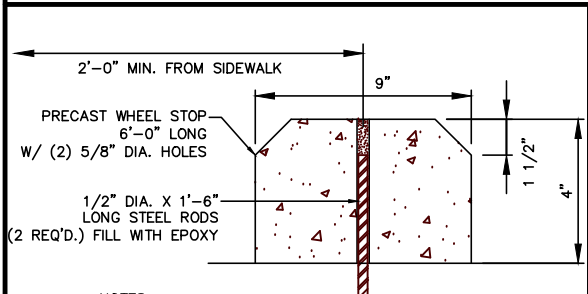
SIZES CALCULATED IN BEST D.5.2

RIPRAP SHALL BE PLACED AS DEFINED IN SECTION 606 OF WISCONSIN D.O.T. SPECIFICATIONS. STONE PIECES SHALL BE WELL GRADED, RANGING IN DIAMETER AS DESCRIBED IN THE ADJACENT CHART.

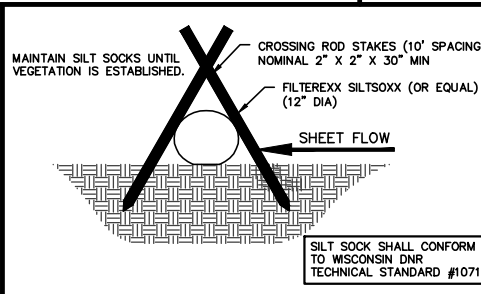
DETAIL 1.4: RIPRAP DETAIL



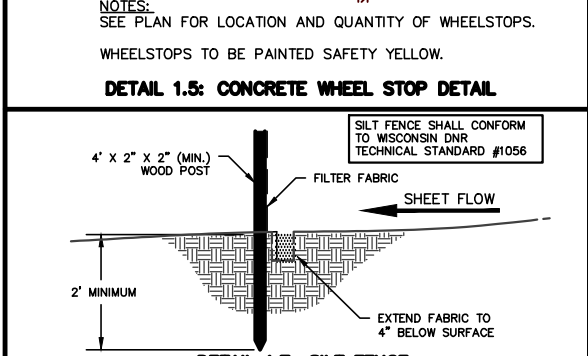
DETAIL 1.9: STONE CONSTRUCTION ENTRANCE



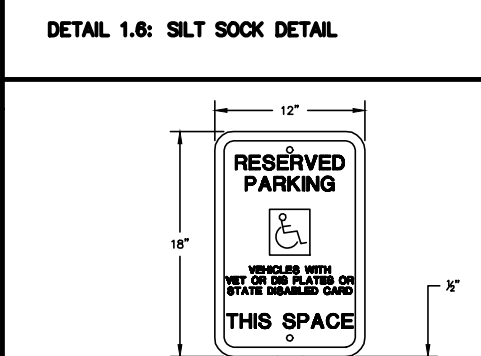
DETAIL 1.5: CONCRETE WHEEL STOP DETAIL



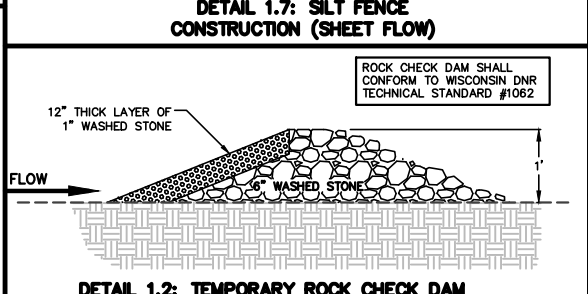
DETAIL 1.6: SILT SOCK DETAIL



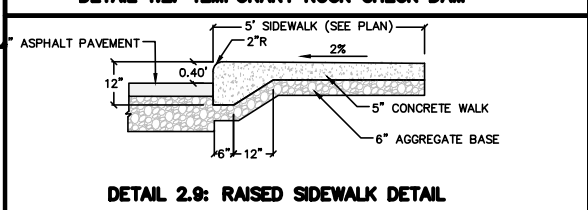
DETAIL 1.7: SILT FENCE CONSTRUCTION (SHEET FLOW)



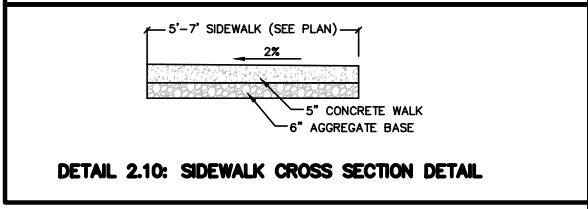
DETAIL 1.8: HANDICAP ACCESSIBLE SIGN



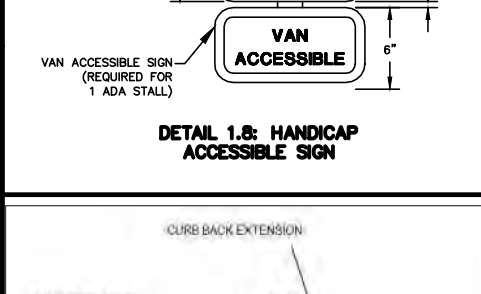
DETAIL 1.2: TEMPORARY ROCK CHECK DAM



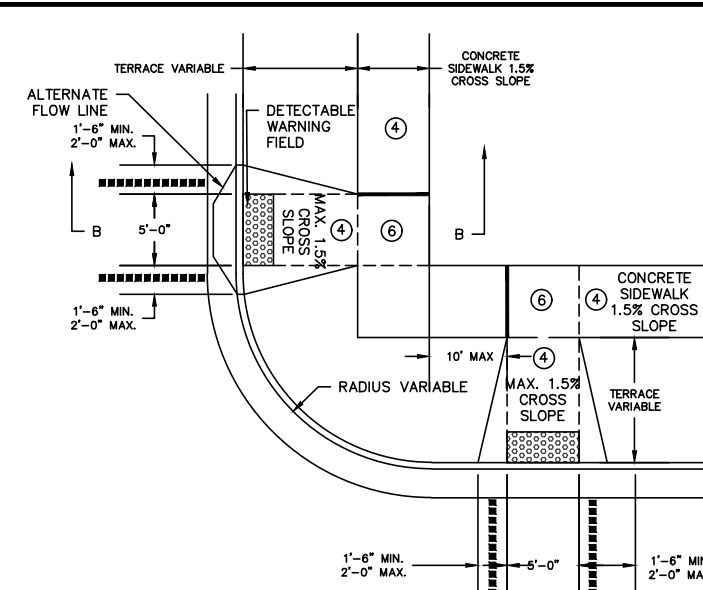
DETAIL 2.9: RAISED SIDEWALK DETAIL



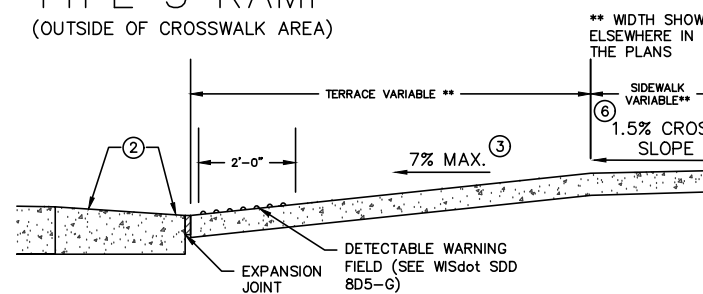
DETAIL 2.10: SIDEWALK CROSS SECTION DETAIL



DETAIL 2.8: FLEXSTORM INLET PROTECTION DETAIL



PLAN VIEW TYPE 3 RAMP (OUTSIDE OF CROSSWALK AREA)



DETAIL 1.10: CURB RAMP

AVOID PLACING DRAINAGE STRUCTURES, JUNCTION BOXES OR OTHER OBSTRUCTION IN FRONT OF RAMP ACCESS AREAS.

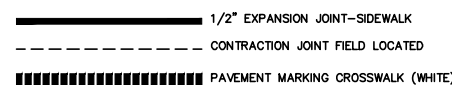
DETECTABLE WARNING FIELDS THAT ARE INSTALLED AS A GROUP OR SIDE BY SIDE, SHALL BE FROM THE SAME MANUFACTURER.

2. GRADE CHANGE BETWEEN GUTTER FLAG SLOPE AND THE CURB RAMP SLOPE SHALL NOT EXCEED 11%. MAXIMUM GUTTER FLAG SLOPE IS 4%. PROVIDE LONGITUDINAL DRAINAGE AROUND CURB AND AWAY FROM CURB RAMP. NO VERTICAL LIPS OR DISCONTINUITIES GREATER THAN 1/4-INCH ARE ALLOWED. SLOPE OF CURB HEAD OPENING SHALL MATCH THE RAMP SLOPE, MINIMALLY 1.5% AND NOT TO EXCEED 7% WHEN ADJACENT TO 1.5% LANDING. CONSTRUCT CURB HEAD OPENING AT 1.5% IN THE DIRECTION OF PEDESTRIAN TRAVEL.

3. ABSOLUTE MAXIMUM 12H:1V (8.33%) CURB RAMP SLOPE IS ALLOWABLE WITH FLATTENED GUTTER FLAG SLOPE AND NOT TO EXCEED 11% GRADE CHANGE.

4. ±0.5% CONSTRUCTION TOLERANCE IN SIDEWALK CROSS SLOPE. THE SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2% WITHOUT PRIOR APPROVAL FROM THE ENGINEER.

5. PROVIDE A LEVEL LANDING (MAXIMUM 2% SLOPE) IN ANY DIRECTION OF PEDESTRIAN TRAVEL. STANDARD LANDING SIZE IS 5 FEET X 5 FEET.



WELL PLAYED, PLAY GYM

DETAILS
 SHEET: C-6
 DATED: FEBRUARY 2, 2026

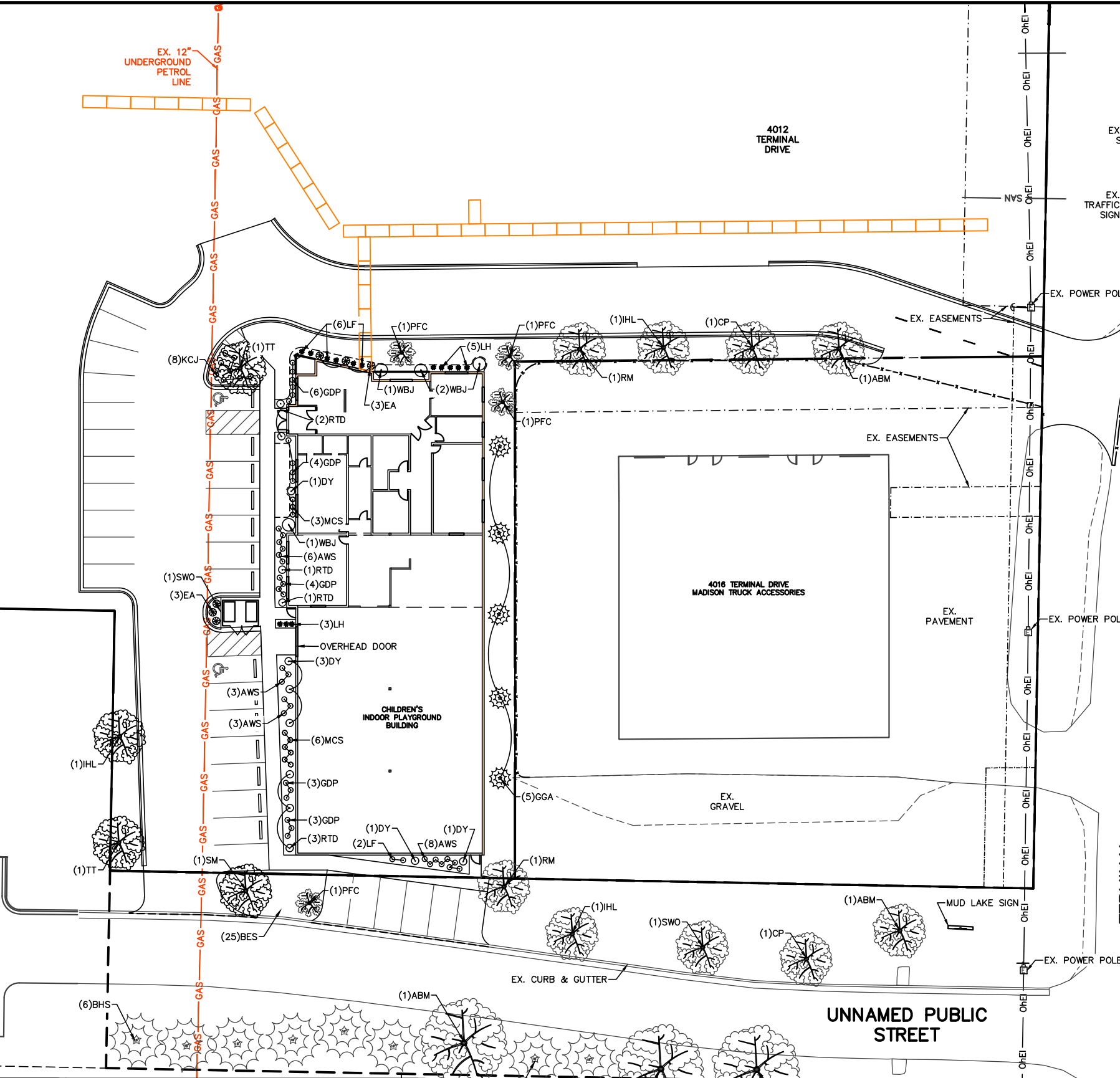
QUAM ENGINEERING, LLC
 Residential and Commercial Site Design Consultants
 www.quamengineering.com
 4604 Sigelkow Road, Suite A - McFarland, Wisconsin 53558
 Phone (608) 838-7750; Fax (608) 838-7752

WELL PLAYED, PLAY GYM
LANDSCAPE PLAN
 SHEET: L-1
 DATED: FEBRUARY 2, 2026

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 Phone (608) 838-7750; Fax (608) 838-7752

LEGEND FOR COMMON LINES:

---	856	EXISTING MINOR CONTOUR
---	855	EXISTING MAJOR CONTOUR
---		PROPERTY LINE
---		ROAD RIGHT-OF-WAY
---		EASEMENT LINE
---		EXISTING TREE LINE
---		EXISTING FENCE
---	WAT	EXISTING BURIED WATER MAIN/SERVICE
---	SAN	EXISTING BURIED SANITARY SEWER/LATERAL
---	GAS	EXISTING BURIED GAS LINE
---	OhEI	EXISTING OVERHEAD ELECTRIC LINE
---	BuCom	EXISTING BURIED COMMUNICATION LINE



Landscape Worksheet
Well Played, Play Gym

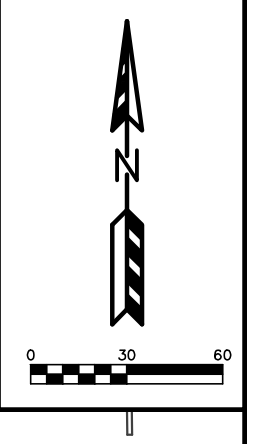
Site Measurement	Minimum Landscape Points for C-H	Points Required
Building Foundation (FT)	477 20 per 100 FT	96
Gross Floor Area (SF)	11500 5 Per 1,000 SF	58
Street Frontage (FT)	135 20 per 100 FT	27
Paved Area (SF)	17638.1 40 per 10,000 SF	71
Well Played, Play Gym Total Points Required		252
Well Played, Play Gym Points Provided		1028
Entrance Points Provided		960
Total Points Provided		1988

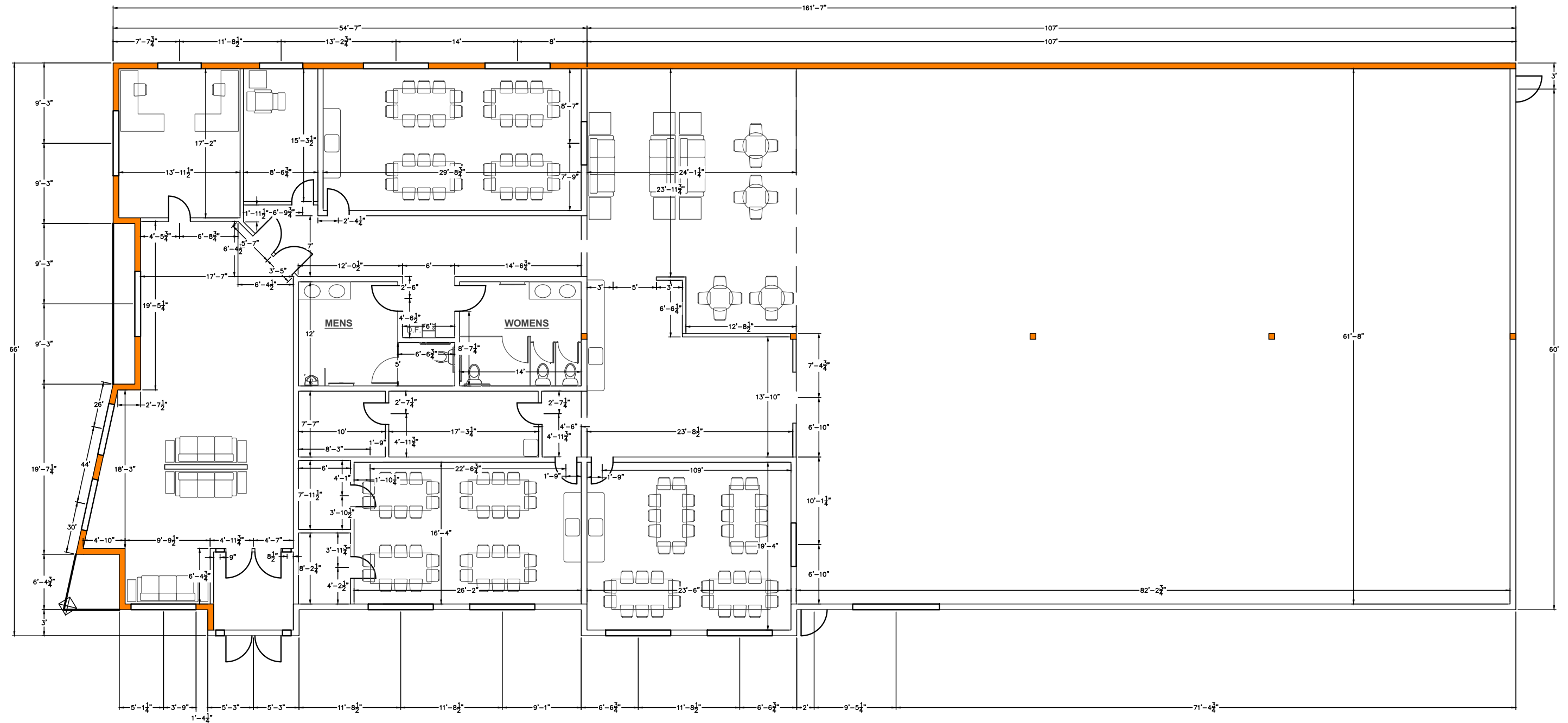
Well Played, Play Gym Landscape Plant List

KEY	QUANTITY	SIZE	COMMON NAME	ROOT	POINTS	
Large Deciduous Trees (40 Points)						
IHL	1	2"	Imperial Honey Locust	BB	40	
SM	1	2"	Sugar Maple	BB	40	
SWO	1	2"	Swamp White Oak	BB	40	
TT	2	2"	Tulip Tree	BB	80	
Low Deciduous Trees (15 Points)						
PFC	4	1 1/2"	Prairie Fire Crab	BB	60	
Tall Deciduous Shrubs (5 Points)						
RTD	7	24"	Red Twig Dogwood	Pot	35	
Low Deciduous Shrubs (1 Points)						
AWS	20	18"	AW Spirea	Pot	20	
GDP	20	18"	God Drop Potentilla	Pot	20	
MCS	9	18"	Magic Carpet Spirea	Pot	9	
Tall Evergreen Trees (30 Points)						
GGA	5	2"	Green Giant Arborvitae	BB	150	
Medium Evergreen Shrub (5 Points)						
EA	6	4"	Emeral Arborvitae	BB	30	
KCJ	8	18"	Kallay's Compact Juniper	Con	40	
WBJ	4	5"	Wichita Blue Juniper	BB	20	
DY	6	24"	Densiform Yew	Con	30	
Perennials						
LF	8	1G	Lady Fern	Con		
LH	8	1G	Loyalist Hosta	Con		
BES	25	1G	Black Eyed Susans	Con		
					Total Points Provided	1028

Entrance Landscape Plant List

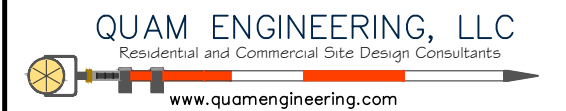
KEY	QUANTITY	SIZE	COMMON NAME	ROOT	POINTS	
Large Deciduous Trees (40 Points)						
ABM	3	2"	Autumn Blaze Maple	BB	120	
CP	3	2"	Common Planetree	BB	120	
IHL	2	2"	Imperial Honey Locust	BB	80	
RM	3	2"	Red Maple	BB	120	
SWO	1	2"	Swamp White Oak	BB	40	
Tall Evergreen Trees (30 Points)						
BHS	8	2"	Black Hills Spruce	BB	240	
					Total Points Provided	960





WELL PLAYED - PLAY GYM
FIRST FLOOR PLAN

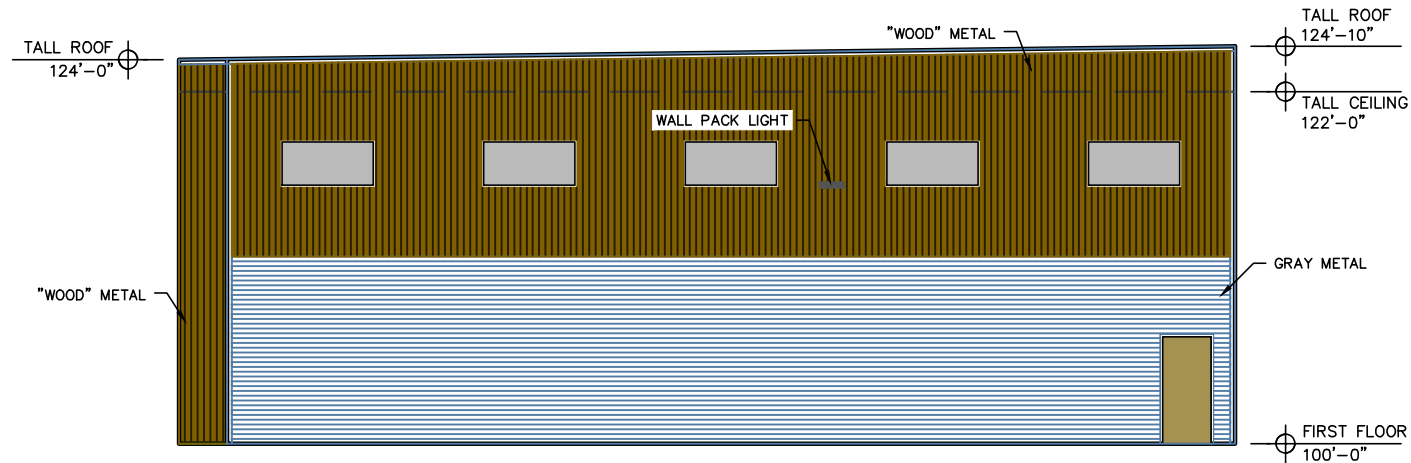
SHEET: A1.0
DATED: JANUARY 30, 2026



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WEST ELEVATION



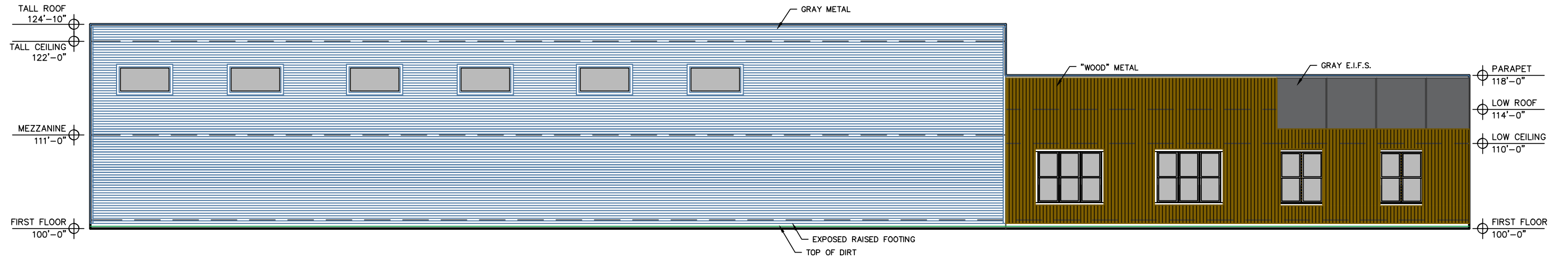
SOUTH ELEVATION

WELL PLAYED - PLAY GYM
ELEVATION DRAWINGS

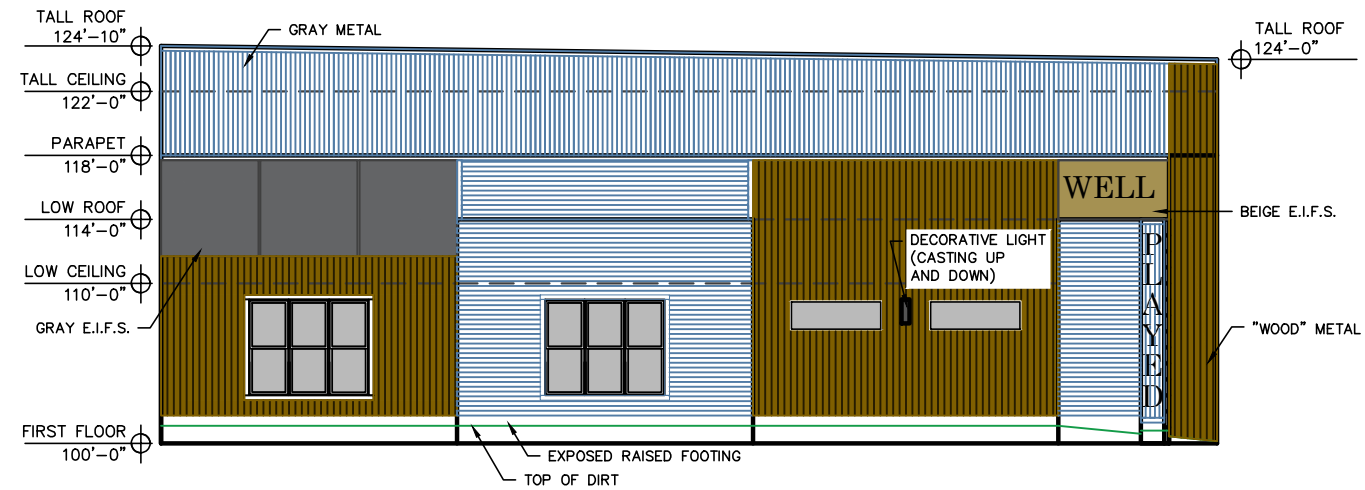
SHEET: A2.0
DATED: JANUARY 30, 2026



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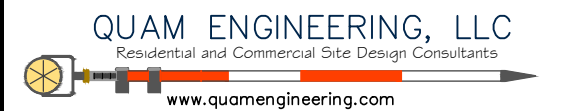
EAST ELEVATION



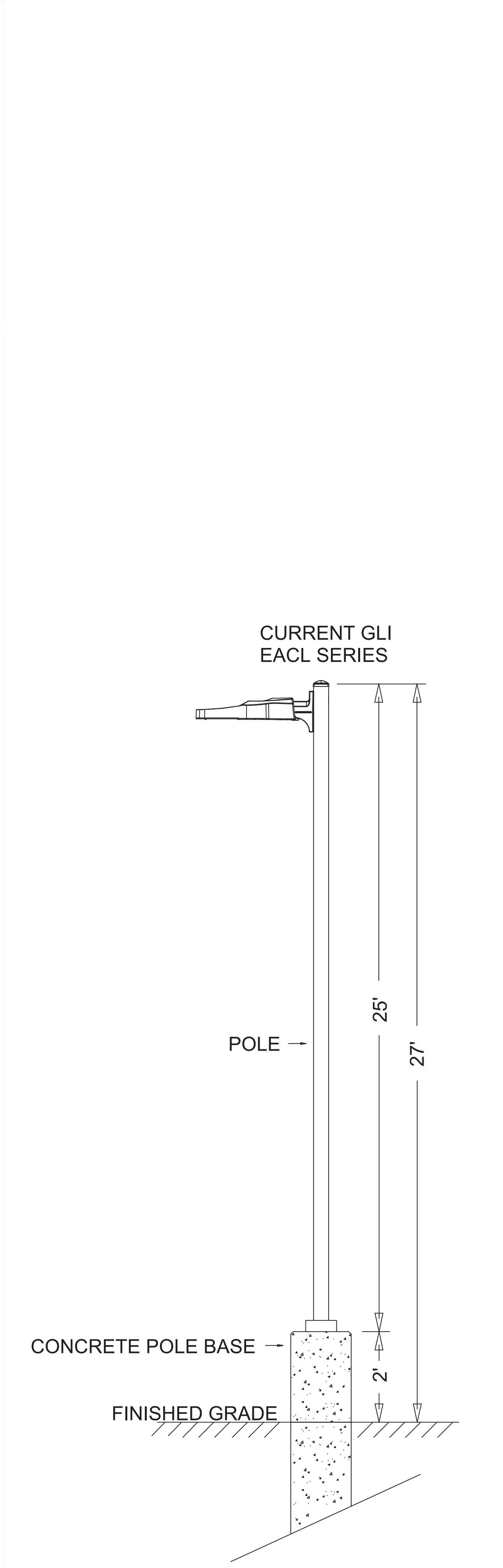
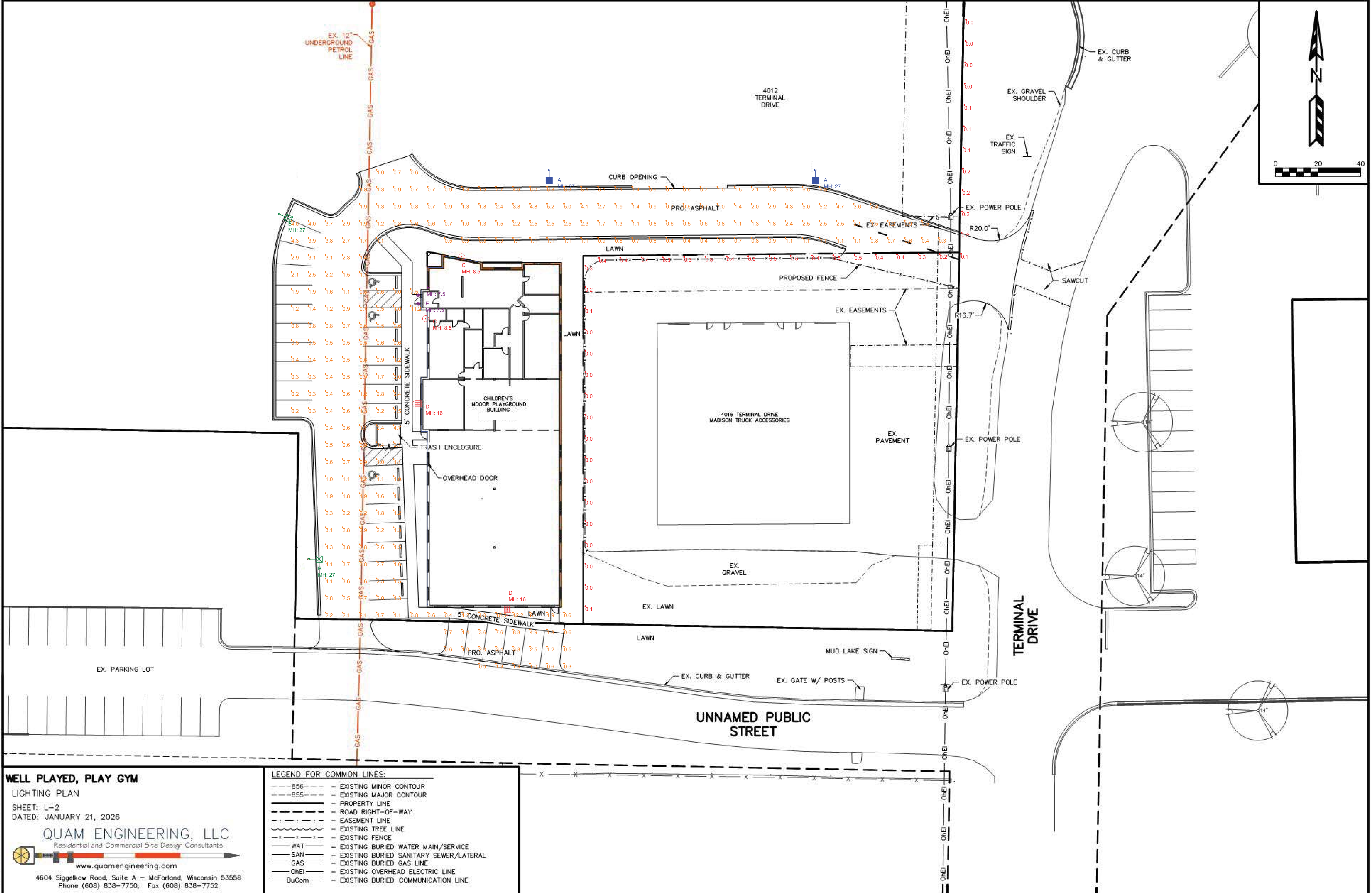
NORTH ELEVATION

WELL PLAYED - PLAY GYM
ELEVATION DRAWINGS

SHEET: A2.1
DATED: JANUARY 30, 2026



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Phone (608) 838-7750; Fax (608) 838-7752



WELL PLAYED, PLAY GYM
 LIGHTING PLAN
 SHEET: L-2
 DATED: JANUARY 21, 2026

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 Residential and Commercial Site Design Consultants
 www.quamengineering.com
 4604 Siggelkow Road, Suite A - McFarland, Wisconsin 53558
 Phone (608) 838-7750; Fax (608) 838-7752

LEGEND FOR COMMON LINES:

- - - - - 856 - EXISTING MINOR CONTOUR
- - - - - 855 - EXISTING MAJOR CONTOUR
- - - - - - - - - PROPERTY LINE
- - - - - - - - - ROAD RIGHT-OF-WAY
- - - - - - - - - EASEMENT LINE
- - - - - - - - - EXISTING TREE LINE
- - - - - - - - - EXISTING FENCE
- - - - - - - - - WAT - EXISTING BURIED WATER MAIN/SERVICE
- - - - - - - - - SAN - EXISTING BURIED SANITARY SEWER/LATERAL
- - - - - - - - - GAS - EXISTING BURIED GAS LINE
- - - - - - - - - OHEI - EXISTING OVERHEAD ELECTRIC LINE
- - - - - - - - - BuCom - EXISTING BURIED COMMUNICATION LINE

FIXTURE MOUNTING HEIGHT: SHOWN AS "MH" IN FEET ABOVE GRADE

Symbol	Label	Qty	Arrangement	Manufacturer	Description	Luminaire Watts	Luminaire Dimming	Luminaire Lumens	LLF
■	A	2	Single	VERSLED	EACL010P2AN7400DD1DKBZ + SSS2540A1E2DKBZ	122	0-10V	15100	0.890
■	B	2	Single	VERSLED	EACL010P3AN7400DD1DKBZ + SSS2540A1E2DKBZ	122	0-10V	15300	0.890
○	C	2	Single	NORA	NYUD-3L1346BZ 4000K	35	0-10V	1446	0.890
■	D	2	Single	VERSLED	WP28-C-1L-0T-40K 4000K	72	0-10V	8568	0.890
■	E	2	Single	VERSLED	RCAN11-EN-4-1L-0T-SCT + ARC-EN-NCP	19	0-10V	1900	0.890

MAINTAINED FOOTCANDLES SHOWN AT GRADE

Label	Units	Avg	Max	Min	Avg/Min	Max/Min
Paved Areas	Fc	1.94	12.2	0.2	9.70	61.00
Property Lines	Fc	0.19	0.5	0.0	N.A.	N.A.

ERI ENGINEERED REPRESENTATION INC.
 www.engineeredrepinc.com
 262.542.6285 Wauwatosa
 920.751.3922 Neenah
 apps@eriwi.com

Date: 1/27/2026 Scale: 1"=20' Layout By: Andy
 Project: WELL PLAYED - MCFARLAND, WI
 Filename: 260121QU1AKCR2.AGI

LIGHT LEVELS SHOWN ARE STRICTLY FOR PURPOSES OF ESTIMATING BILL OF MATERIALS AND THE RESULTS ARE BASED ON PROJECT DETAILS GIVEN TO ENGINEERED REPRESENTATION INC. / WALLACK DAVIES & COMPANY LLC. BEFORE OCCUPANCY OF SPACE. ALL PROJECT DETAILS AND LIGHT LEVELS SHOULD BE VERIFIED TO COMPLY WITH SAFETY AND MUNICIPAL CODES.

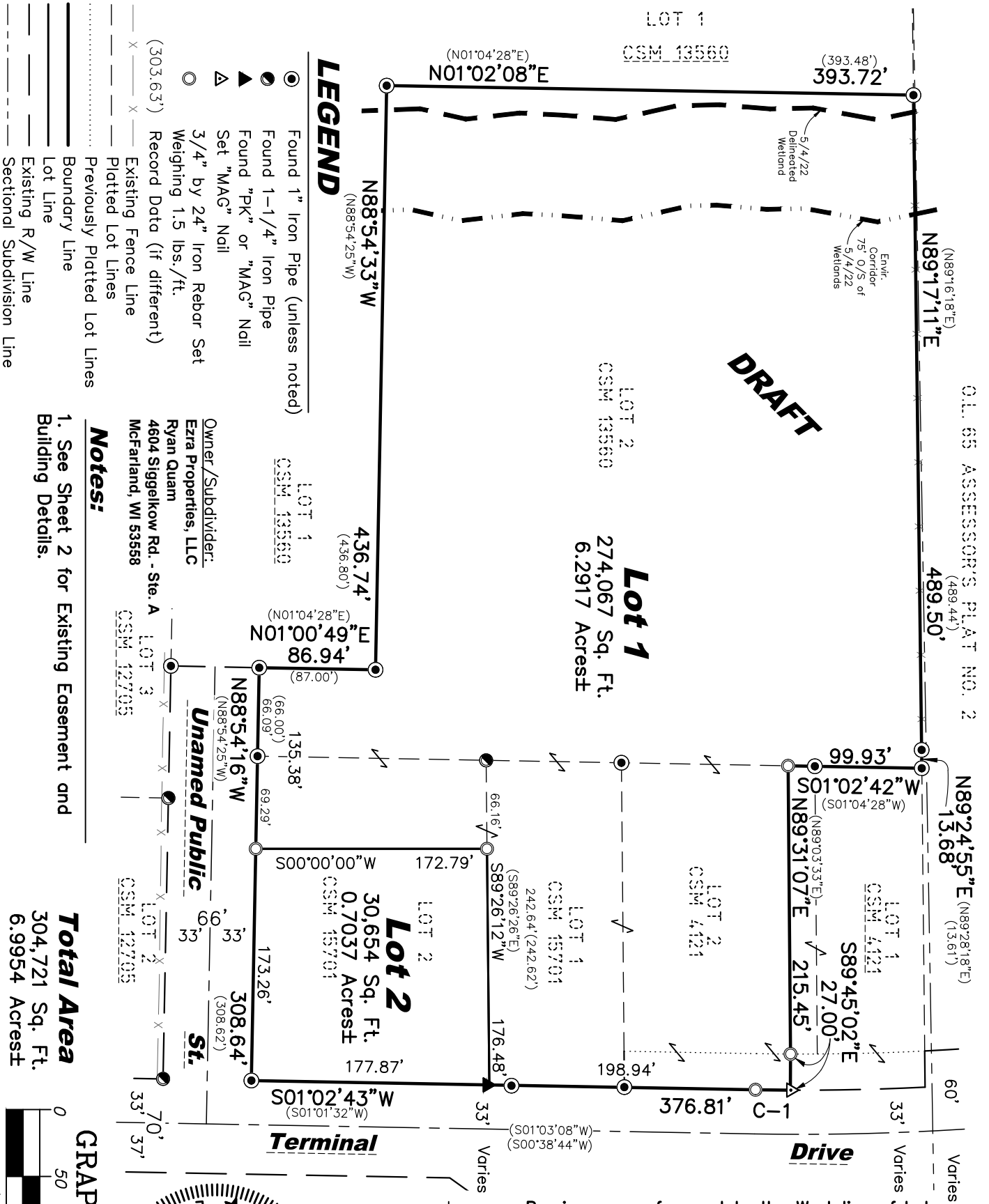
DANE COUNTY CERTIFIED SURVEY MAP

Lot 2 of CSM 4121, except the North 20' thereof, a part of vacated Terminal Drive, Lots 1 & 2 of CSM 15071 and Lot 2 of CSM 13560, all being located in the NW 1/4 of the SW 1/4 of Section 27, T7N., R10E., Village of McFarland, Dane County, Wisconsin.

C.S.M. No. _____

Doc. No. _____

Vol. _____ Page _____



Bearings are referenced to the West line of Lot 2 of CSM 13560, which bears North 01°02'08" East on the Dane County Coordinate System.



QUAM ENGINEERING, LLC

4604 SIGLEKOW ROAD - SUITE A McFARLAND, WI 53558

608-838-7750 www.quamengineering.com

Project # DB-21-24

DANE COUNTY CERTIFIED SURVEY MAP

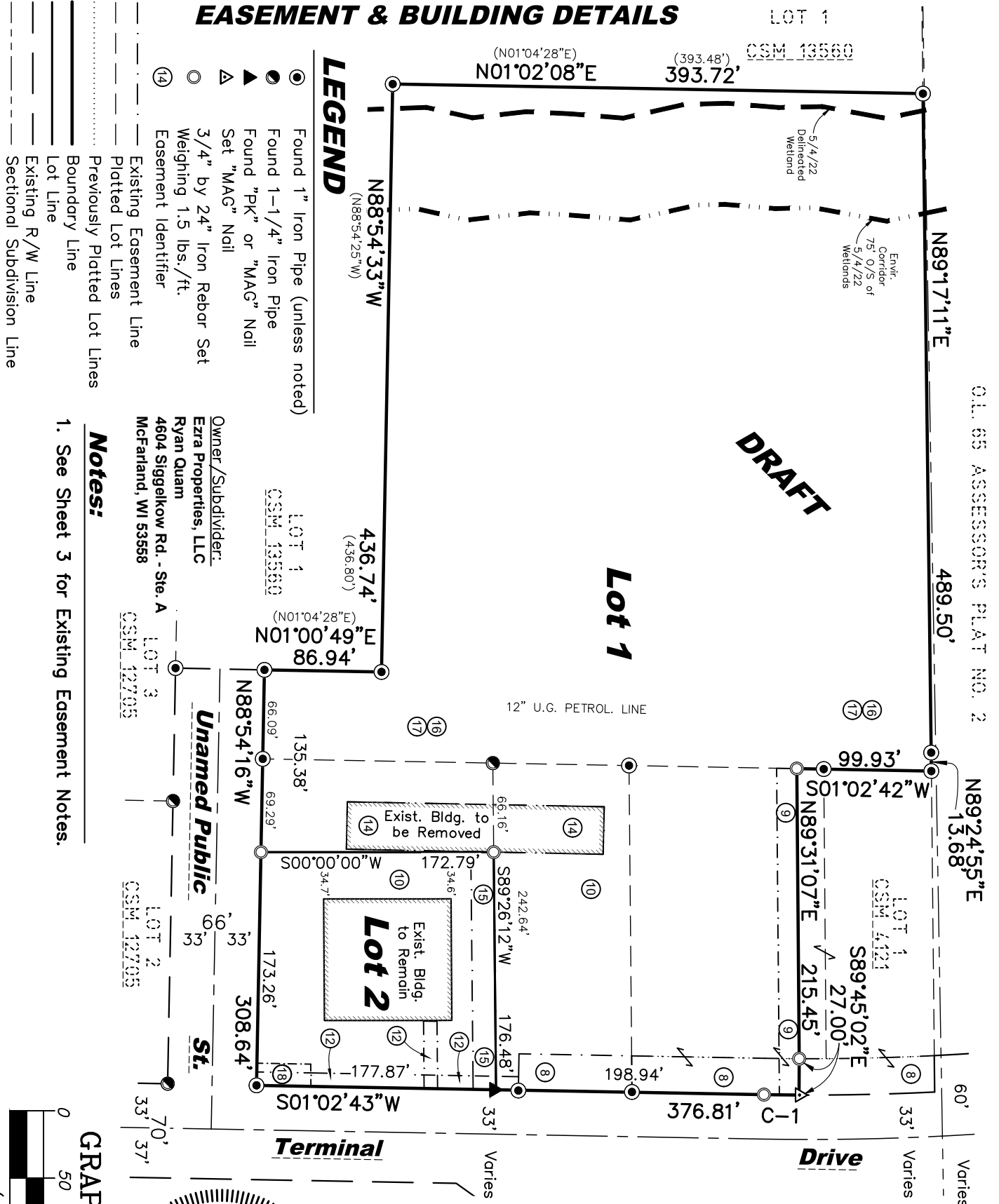
C.S.M. No. _____

Lot 2 of CSM 4121, except the North 20' thereof, a part of vacated Terminal Drive, Lots 1 & 2 of CSM 15071 and Lot 2 of CSM 13560, all being located in the NW 1/4 of the SW 1/4 of Section 27, T7N., R10E., Village of McFarland, Dane County, Wisconsin.

Doc. No. _____

Vol. _____ Page _____

EASEMENT & BUILDING DETAILS

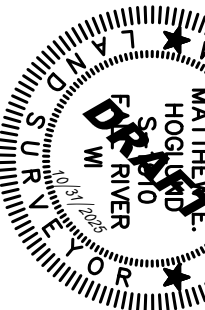


- LEGEND**
- Found 1" Iron Pipe (unless noted)
 - Found 1-1/4" Iron Pipe
 - ▲ Found "PK" or "MAG" Nail
 - ▲ Set "MAG" Nail
 - 3/4" by 24" Iron Rebar Set Weighing 1.5 lbs./ft.
 - Easement Identifier
 - Existing Easement Line
 - Platted Lot Lines
 - Previously Platted Lot Lines
 - Boundary Line
 - Lot Line
 - Existing R/W Line
 - Sectional Subdivision Line

Notes:
1. See Sheet 3 for Existing Easement Notes.

Owner/Subdivider:
Ezra Properties, LLC
Ryan Quam
4604 Sigglekow Rd. - Ste. A
McFarland, WI 53558

CSM 13560 LOT 1
CSM 13560 LOT 2
CSM 12705 LOT 3
CSM 12705 LOT 2



Curve Data:
C-1
R=1877.00'
Δ=00°47'44"
L=26.06'
CH=S00°38'51"W
26.06'

Bearings are referenced to the West line of Lot 2 of CSM 13560, which bears North 01°02'08" East on the Dane County Coordinate System.



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4604 SIGGLEKOW ROAD - SUITE A MCFARLAND, WI 53558
608-838-7750 www.quamengineering.com
Project # DB-21-24

DANE COUNTY CERTIFIED SURVEY MAP # _____

Lot 2 of CSM 4121, except the North 20' thereof, a part of vacated Terminal Drive, Lots 1 & 2 of CSM 15071 and Lot 2 of CSM 13560, all being located in the NW 1/4 of the SW 1/4 of Section 27, T7N., R10E., Village of McFarland, Dane County, Wisconsin.

C.S.M. No. _____

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Vol. _____ Page _____

EASEMENT NOTES:

Circled items are plotted on Sheet 2 hereof - notes in *(italics)* are clarifications added by the surveyor:

- (8) Easements, if any, of the public or any school district, utility, municipality or person, as provided in Section 66.1005(2) of the Wisconsin Statutes, for the continued use and right of entrance, maintenance, construction and repair of underground or overground structures, improvements or service in that portion of the insured premises which were formerly a part of Terminal Drive Street, partially vacated.
- (9) Joint Driveway Easement Agreement, by and between Mangat Enterprises, L.L.C. and Wealthbuilders Mortgage Corporation, recorded on December 8, 2005 as Document No. 4141163.
- 10. Agreement, by and between Roger Segebrecht and George Medchill, recorded on June 7, 1983 as Document No. 1783651, *(as the agreement was based on prior lot configurations & ownership the client is advised to seek counsel of an attorney on this item to determine the impact, if any, on the current property.)*
- 11. Easement for right of ingress and egress as set forth on Warranty Deed, recorded as Document No. 1869863, *(the easement was over the existing driveway on Lot 3 of CSM 4121 as it existed in February of 1985 - as this location is unknown, it could not be plotted hereon.)*
- (12) Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Madison Gas and Electric Company, for utility purposes, recorded on May 30, 1985, as Document No. 1881713.
- (14) Encroachment Easement Agreement, by and between AMBR II LLC and Richard L. Grams and TNTB Properties, LLC, recorded on November 15, 2019 as Document No. 5540619, *(for the existing building shown - see recorded document for details.)*
- (15) Driveway Easement Agreement, by and between AMBR II LLC and Richard L. Grams and TNTB Properties, LLC, recorded on December 9, 2019 as Document No. 5547351.
- (16) Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Shell Oil Company, a Delaware corporation, for pipeline purposes, recorded on October 31, 1960, as Document No. 1012837, *(No easement width is defined of record - note that the document gives the Grantor (randomly) the right to fully use and enjoy the property and requires the Grantee to relocate or encase the pipeline within 60-days after notification by the Grantor (randomly) - see recorded document for full particulars.)*
- (17) Agreement, by and between Conoco Inc., Sunmark Refining and Marketing Company, Getty Refining and Marketing Company, and Terminal Oil Group, recorded on August 16, 1982 as Document No. 1748980, *(assignment of easement per Doc. No. 1012837 to Terminal Oil Group.)*
- (18) Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to General Telephone Company of Wisconsin, a Wisconsin corporation, for utility purposes, recorded on May 14, 1985, as Document No. 1879487.

The following appear to be the notes from CSM 13560 that are critical to development constraints for the property in question shown hereon. Users of this map are to refer to CSM 13560 in its entirety and all notes listed thereon for full disclosure and additional information, restrictions and requirements.}

CSM 13560 - Sheet 1 Notes:

10. Per the Capital Area Regional Planning Commission "There is a 75 foot wide Environmental Corridor from the edge of the wetland. The corridor shall serve as a vegetative buffer and no pavement is allowed." (The wetland delineated by Meiert, Inc. on 5/4/2022 was offset 75 feet and shown hereon for the limits of the Environmental Corridor.)

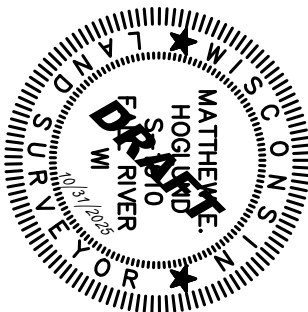
CSM 13560 - Sheet 2 Notes:

3. Lots 3 and 4 of this CSM are subject to apparent cross-access easements for vehicular and pedestrian traffic serving Lots 3 and 4 of this CSM as well as Lot 2, CSM 4121. Lot 3 is also subject to and benefits from an apparent easement for drainage purposes. (blanket in nature and therefore not shown hereon)

4. Lots 3 & 4 of this CSM are subject to Restrictive Covenants as prescribed in document recorded in Volume 4568 of Records, Page 88, as Document No. 1783994, (as Doc. No. 1783994 was not listed as an exception in the Title Policy, so the effect, if any, of these restrictive covenants on the current property is unknown)

Notes:

- 1. See Sheet 3 for Existing Easement Notes.



QUAM ENGINEERING, LLC

4604 SIGGLEKOW ROAD – SUITE A McFARLAND, WI 53558

608-838-7750 www.quamengineering.com

Project # DB-21-24

SHEET 3 OF 8

Drawn By: MEH
Project # DB-21-24

DANE COUNTY CERTIFIED SURVEY MAP

Lot 2 of CSM 4121, except the North 20' thereof, a part of vacated Terminal Drive, Lots 1 & 2 of CSM 15071 and Lot 2 of CSM 13560, all being located in the NW 1/4 of the SW 1/4 of Section 27, T7N., R10E., Village of McFarland, Dane County, Wisconsin.

SURVEYOR'S CERTIFICATE:

I, Matthew E. Hogle, Professional Land Surveyor, do hereby certify to the best of my knowledge and belief, that I have surveyed, divided, and mapped the following Certified Survey, being Lot 2 of Certified Survey Map (CSM) No. 4121, recorded on June 3, 1983 in Volume 17 of Certified Survey Maps, on Page 181, as Document No. 1782805, excepting therefrom the North 20 feet thereof, and that part of Vacated Terminal Drive per Document No. 1810427 lying Easterly of and adjacent thereto, together with Lots 1 and 2 of Certified Survey Map (CSM) No. 15071, recorded on March 12, 2019, in Volume 106 of Certified Survey Maps, on Pages 269-271, as Document No. 5474534, and Lot 2 of Certified Survey Map (CSM) No. 13560, recorded on August 9, 2013, in Volume 88 of Certified Survey Maps, on Pages 278-281, as Document No. 5015365, all being a part of the Northwest one-quarter of the Southwest one-quarter of Section 27, Town 7 North, Range 10 East, in the Village of McFarland, Dane County, Wisconsin, being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 2 of CSM No. 13560; thence, along the North line of said Lot 2, North 89°17'11" East, 489.50 feet;

thence, continuing along said North line, North 89°24'55" East, 13.68 feet to the Northeast corner of said Lot 2;

thence, along the East line of said Lot 2, South 01°02'42" West, 99.93 feet to its intersection with a line lying 20.00 feet Southerly, as measured at right angles and parallel to, the North line of said Lot 2 of CSM 4121;

thence, along said parallel line, North 89°31'07" East, 215.45 feet to its intersection with the former Westerly right-of-way line of Terminal Drive,

thence South 89°45'02" East, 27.00 feet to the current Westerly right-of-way line of Terminal Drive per said Document No. 1810427, said point being the beginning of a non-tangent curve, being concave Westerly, having a radius of 1877.00 feet and a chord which bears South 00°38'51" West, 26.06 feet;

thence, along said Westerly right-of-way line, Southerly, 26.06 feet along the arc of said curve through a central angle of 00°47'44" to the Point of Tangency thereof;

thence, continuing along said Westerly right-of-way line, South 01°02'43" West, 376.81 feet to the Southeast corner of aforesaid Lot 2 of CSM 15071;

thence, along the South line of last said Lot 2, North 88°54'16" West, 242.55 feet to the Southwest corner of last said Lot 2, said corner also being the Southeast corner of aforesaid Lot 2 of CSM 13560;

thence, along the South line of last said Lot 2, North 88°54'16" West, 66.09 feet to a corner of last said Lot 2;

thence, along the boundary of last said Lot 2, North 01°00'49" East, 86.94 feet to a corner of last said Lot 2;

thence, continuing along the boundary of last said Lot 2, North 88°54'33" West, 436.74 feet to a corner of last said Lot 2;

thence, continuing along the boundary of last said Lot 2, North 01°02'08" East, 393.72 feet to the **POINT OF BEGINNING**, containing 304,721 square feet or 6.9954 acres, more or less, and **BEING SUBJECT TO** all easements and agreements, if any, of record and/or fact.

I further certify, to the best of my knowledge and belief, that this map is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made; that I have made such survey, land division, and map by the direction of Ryan Quam of Ezra Properties, LLC, the owner of said land; that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the Village of McFarland Subdivision Regulations in surveying, dividing, and mapping the same.

Dated this 31st day of October, 2025.



Quam Engineering, LLC
By: Matthew E. Hogle
P.L.S. S-1910

VILLAGE OF McFARLAND PLAN COMMISSION CERTIFICATE:

This land division is hereby approved by the Plan Commission of the

Village of McFarland on this ____ day of _____, 20__.

C.S.M. No. _____

Doc. No. _____

Vol. _____ Page _____

Cassandra Suettinger, Clerk, Village of McFarland

Drawn By: MEH
Project # DB-21-24

DANE COUNTY CERTIFIED SURVEY MAP # _____

Lot 2 of CSM 4121, except the North 20' thereof, a part of vacated Terminal Drive, Lots 1 & 2 of CSM 15071 and Lot 2 of CSM 13560, all being located in the NW 1/4 of the SW 1/4 of Section 27, T7N., R10E., Village of McFarland, Dane County, Wisconsin.

OWNER'S CERTIFICATE:

We, Ezra Properties, LLC, as owner, do hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped, and dedicated as represented on this map. We further certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

Village of McFarland

IN WITNESS WHEREOF, said Ezra Properties, LLC, have caused these presents to be signed at _____, Wisconsin, and our signature to be hereunto affixed on this _____, day of _____, 20__.

In the presence of: _____
Ryan Quam, Managing Member

STATE OF WISCONSIN)
COUNTY DANE) SS

Personally came before me this ___ day of _____, 20__, Ryan Quam, to me known to be the person who executed the foregoing instrument and acknowledged the same.

(Notary Seal) _____ Notary Public, _____, Wisconsin

My commission expires _____.



VILLAGE OF McFARLAND BOARD CERTIFICATE:

Resolved, that this Certified Survey Map is hereby approved and dedications accepted by the Village Board of the Village of McFarland.

Dated this ___ day of _____, 20__.

Cassandra Suettinger, Clerk, Village of McFarland

REGISTER OF DEEDS CERTIFICATE:

Received for recording this ___ day of _____, 20__, at _____ o'clock __M. and recorded in Volume _____ of Certified Survey Maps on Pages _____ as Document No. _____.

Kristi Chlebowski, Dane County Register of Deeds

Drawn By: MEH
Project # DB-21-24

DANE COUNTY CERTIFIED SURVEY MAP # _____

Lot 2 of CSM 4121, except the North 20' thereof, a part of vacated Terminal Drive, Lots 1 & 2 of CSM 15071 and Lot 2 of CSM 13560, all being located in the NW 1/4 of the SW 1/4 of Section 27, T7N., R10E., Village of McFarland, Dane County, Wisconsin.

CONSENT OF CORPORATE MORTGAGEE:

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping, and dedication of the land described on this map, and does hereby consent to the above certificate of Ezra Properties, LLC, owner.

IN WITNESS WHEREOF, the said One Community Bank has caused these presents to be signed by _____, its _____ and countersigned by _____, its _____, at _____, Wisconsin, and its corporate seal to be hereunto affixed on this _____, day of _____, 20__.

In the presence of:

_____ (Corporate Seal)

_____, Date: _____
By: _____ Title: _____
(Print Name)

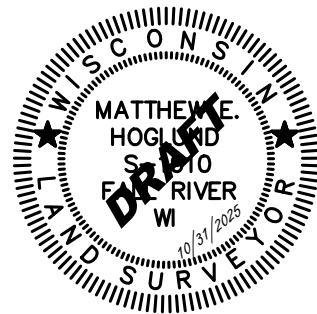
_____, Date: _____
By: _____ Title: _____
(Print Name)

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this ___ day of _____, 20__, _____, and countersigned by _____, its _____ of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____ and _____ of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) _____ Notary Public, _____, Wisconsin

My commission expires _____.



C.S.M. No. _____

Doc. No. _____

Vol. _____ Page _____

Drawn By: MEH
Project # DB-21-24

DANE COUNTY CERTIFIED SURVEY MAP # _____

Lot 2 of CSM 4121, except the North 20' thereof, a part of vacated Terminal Drive, Lots 1 & 2 of CSM 15071 and Lot 2 of CSM 13560, all being located in the NW 1/4 of the SW 1/4 of Section 27, T7N., R10E., Village of McFarland, Dane County, Wisconsin.

OWNER'S CERTIFICATE:

We, TNTB PROPERTIES LLC, as owner, do hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped, and dedicated as represented on this map. We further certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

Village of McFarland

IN WITNESS WHEREOF, _____ have caused these presents to be signed at _____, Wisconsin, and our signatures to be hereunto affixed on this _____, day of _____, 20__.

In the presence of: _____

STATE OF WISCONSIN)
COUNTY DANE) SS

Personally came before me this ___ day of _____, 20__, _____ and _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

(Notary Seal) _____ Notary Public, _____, Wisconsin

My commission expires _____.



Drawn By: MEH
Project # DB-21-24

DANE COUNTY CERTIFIED SURVEY MAP # _____

Lot 2 of CSM 4121, except the North 20' thereof, a part of vacated Terminal Drive, Lots 1 & 2 of CSM 15071 and Lot 2 of CSM 13560, all being located in the NW 1/4 of the SW 1/4 of Section 27, T7N., R10E., Village of McFarland, Dane County, Wisconsin.

CONSENT OF CORPORATE MORTGAGEE:

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping, and dedication of the land described on this map, and does hereby consent to the above certificate of TNTB PROPERTIES LLC, owner.

IN WITNESS WHEREOF, the said _____ has caused these presents to be signed by _____, its _____ and countersigned by _____, its _____, at _____, Wisconsin, and its corporate seal to be hereunto affixed on this _____, day of _____, 20__.

In the presence of:

_____ (Corporate Seal)

_____, Date: _____
By: _____ Title: _____
(Print Name)

_____, Date: _____
By: _____ Title: _____
(Print Name)

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this ___ day of _____, 20__, _____, its _____, and countersigned by _____, its _____ of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____ and _____ of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) _____ Notary Public, _____, Wisconsin

My commission expires _____.



C.S.M. No. _____

Doc. No. _____

Vol. _____ Page _____

LEGAL DESCRIPTION

Parcel A:

A part of Lot 2 of Certified Survey Map (CSM) No. 15071, recorded on March 12, 2019 in Volume 106 of Certified Survey Maps, on Pages 269 through 271 as Document No. 5474534, being a part of the Northwest one-quarter of the Southwest one-quarter of Section 27, Town 7 North, Range 10 East, Village of McFarland, Dane County, Wisconsin, being more particularly described as follows:

BEGINNING at a found 1" iron pipe at the Southwest corner of said Lot 2;

thence, along the West line of said Lot 2, North 01°02'42" East, 170.84 feet to a found 1-1/4" iron pipe at the Northwest corner of said Lot 2;

thence, along the North line of said Lot 2, North 89°26'12" East, 66.16 feet;

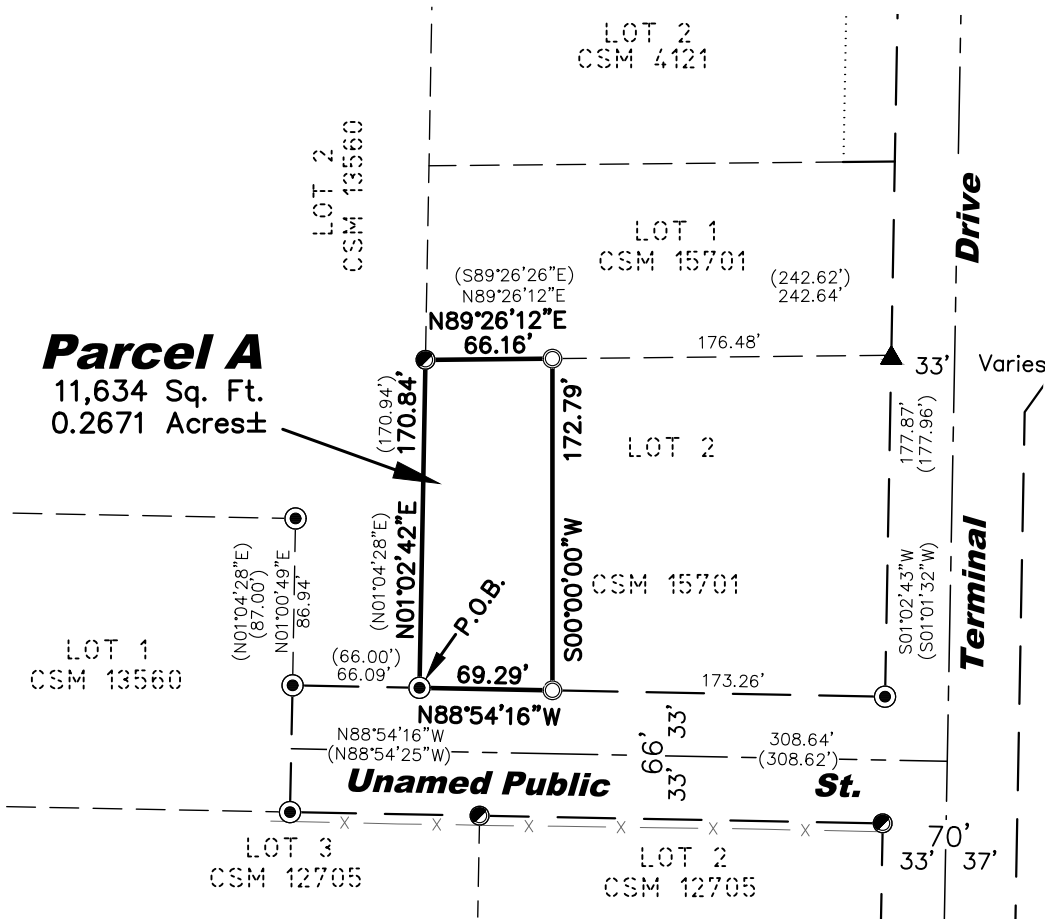
thence South 00°00'00" West, 172.79 feet to a point on the South line of said Lot 2;

thence, along said South line, North 89°54'16" West, 69.29 feet to the **POINT OF BEGINNING**.

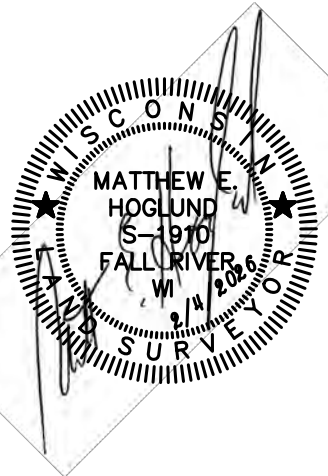
Said Parcel A contains 11,634 square feet or 0.2671 acres, more or less, and is **SUBJECT TO** all easements and agreements, if any, of record and/or fact and is shown on the map, Exhibit B, prepared by Quam Engineering, LLC for Project No. DB-21-24, dated February 4, 2026 attached hereto, and by this reference made a part hereof.

Exhibit B

A part of Lot 2 of CSM 15071, being located in the NW 1/4 of the SW 1/4 of Section 27, T7N., R10E., Village of McFarland, Dane County, Wisconsin.



Bearings are referenced to the South line of Lot 2 of CSM 15701, which bears North 88°54'16" West on the Dane County Coordinate System NAD'83(2011).



Note:

A legal description has been provided on a separate sheet as Exhibit A.

LEGEND

- Found 1" Iron Pipe (unless noted)
- Found 1-1/4" Iron Pipe
- ▲ Found "PK" or "MAG" Nail
- 3/4" by 24" Iron Rebar to be set on CSM - Weighing 1.5 lbs./ft.
- (303.63') Record Data (if different)
- x — x — Existing Fence Line
- — — — — Platted Lot Lines
- — — — — Boundary Line
- — — — — Existing R/W Line
- — — — — Centerline

GRAPHIC SCALE

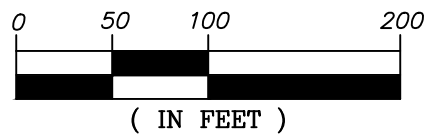

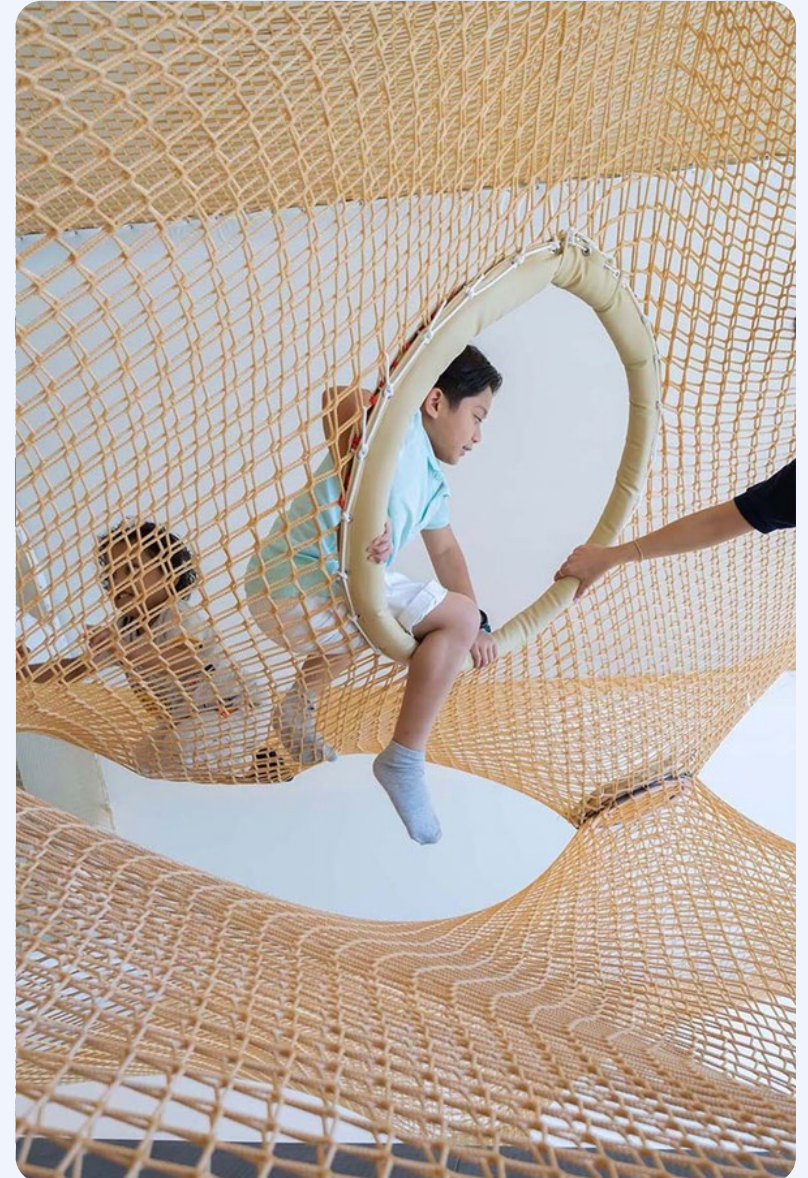


Exhibit B
Purchase Parcel A
 PROJECT NO. DB-21-24 SHEET 1 OF 1
QUAM ENGINEERING, LLC
 Residential and Commercial Site Design Consultants

 www.quamengineering.com
 4604 Siggelkow Road, Suite A - McFarland, Wisconsin 53558
 Phone (608) 838-7750; Fax (608) 838-7752



Mood Board



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big fun,
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TAX INCREMENT FINANCING DEVELOPMENT INCENTIVES POLICY MANUAL



1. PURPOSE

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

2. DISCLAIMER

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

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

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

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

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

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

4. ELIGIBLE COSTS, PROJECT TYPES & PHASES

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

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

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

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

5. METHODS OF FINANCING & PROJECT COMPLETION ASSURANCES

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

- Pay-As-You-Go (Developer Financed Loan): Under a pay-as-you-go incentive the applicant finances the upfront costs related to the construction project and the Village agrees to make an annual payment back to the applicant

starting with the first year the Village receives taxes from the improved property (i.e., two years after project completion). The terms of the annual payment are subject to the development agreement negotiated and signed by both parties. The terms are typically represented as a percentage of the annual tax increment collected over a set period of years (e.g., 90% of the actual tax increment collect over 10 years or until the total requested financing amount has been reached, whichever comes first, provided the TID hasn't closed).

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

Other forms of incentives:

- Traditional Loan. The Village may provide financing in the form of a loan at project start (e.g., after completion of the development agreement and within 60 days of receiving all necessary building permits). The terms of the loan (i.e., interest rate, amortization schedule, collateral) will be negotiated as part of the development agreement. The Village may also consider the use of no-interest loans or loans with forgivable payments (e.g., waiving a final payment) to provide an additional incentive to the applicant based on the merits of the proposed project. The use of future tax increments generated from the project to pay back the loan from the Village is not applicable. This type of financing is generally best suited for improvement projects that may generate minimal, or no tax increment value, yet provides other community benefits (e.g., installation of solar panels to an existing business, roof, sign or façade maintenance, etc.).
- Land Donations or Write-Down. Where the project involves the sale of Village property, the Village may provide a development incentive through the sale of property at less than market value. The Village reserves the right to include the value of any donated lands, or write downs, as part of the maximum assistance qualification.

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

6. QUALIFICATIONS

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

✓ **Location:** The proposed project must be within the boundaries of a Village TIF district at the time of approval of a development agreement. Property is located in TID #6

✓ **Eligible Applicants:** The applicant must be the owner of the property or have a written agreed option to purchase the property from the current owner at the time of approval of a development agreement. Proof of property ownership will be required prior to receiving financial assistance from the Village. Eligible applicants may also include lessee holders of property provided proof of the lease agreement; however, the property owner shall be the entity to file the TIF application and sign the development agreement.

Applicant owns most of the property with an option to purchase 0.39 acres from 4016 Terminal

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

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

Phase 1 = 51.1%

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

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

Phase 1 = 6.84%

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

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

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

- NA Affordable Housing¹. For projects involving the construction of affordable housing units, the maximum amount of assistance may be increased by 5% provided at least 20% of all units in a development must be reserved for households at or below 50% of the area median income, or at least 40% of all units must be reserved for households at or below 60% of the area median income, for a minimum of 30 years, or as determined through the development agreement. In lieu of providing any applicable partial or full waivers of impact fees under the Municipal Code for affordable housing projects, the Village may elect to increase the amount of TIF assistance in lieu of providing a partial or full impact fee waiver.
- NA Renewable Energy Systems & EV Charging Stations. For projects involving the installation of renewable energy systems, the maximum amount of assistance may be increased by 5%, or 25% of the net cost of the renewable energy installation after applicable federal tax credits and grants, whichever is less. To be eligible, the renewable energy system must provide for at least 50% of the total electrical or natural gas consumed by the development, or a minimum of 20% of the parking spaces must be electric vehicle (EV) installed with a Level 2 or 3 charging station. Electric vehicle includes a battery electric vehicle or a plug in hybrid electric vehicle.

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

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

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

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

Phase 1 = 16 Years from disbursement of TIF loan in 2026, assuming no changes appreciation or depreciation of property values or tax rate.

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

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

¹ The thresholds to receive the affordable housing merit adjustment are aligned with the WHEDA Low Income Housing Tax Credit (LIHTC) Program as of October 2022 and it is the intention of the Village to continue to align TIF merit increases with the WHEDA LIHTC eligibility thresholds.

- ✔ **Financial/Project Assurances:** The applicant must agree to provide financial and project completion guarantees to the Village. These may include, but are not limited to, **assessment guarantees**, letters of credit, personal or corporate guarantees, minimum payment agreements, lien waivers for contractors, consent of mortgagee or other loan security instrument. Phase 1, Assessment Guarantee as of 1/1/2027 = \$1,180,000 (~75% of site and building construction costs)
- ✔ **Technical & Operational Capability:** The applicant must provide evidence satisfactory to the Village that the applicant possesses the technical ability to complete the project or has obtained construction cost estimates from professional businesses capable of performing the work. Applicants must demonstrate that they have the ability to operate the proposed use. The Village may require applicants to submit copies of contracts with design professionals and construction contractors prior to receiving financial assistance from the Village. Applicant has completed several infill redevelopment projects including Humble Oaks Phase I and Waubesa Village Phases 1-4
- ✔ **Adherence to Local Land Use Plans:** The project is consistent with the Village of McFarland Comprehensive Land Use Plan, Village Building or Zoning Ordinances, or any other applicable plans and ordinances adopted by the Village which includes the subject property.
- ✔ **Insurance:** Applicants shall furnish to the Village certificates of insurance for all insurance policies required under the development agreement prior to receiving financial assistance from the Village. To be included in DA
- ✔ **Adherence to TIF Project Plan:** All requests for TIF assistance must clearly comply with the requirements of the Wisconsin TIF Statutes and the Village’s adopted TID Project Plan applicable to the subject property.
- ✔ **Creation of Tax Increment:** The project will not result in a tax exempt property, aside from any remnant portions of a parcel which are specifically dedicated to the Village for public use. Applicants will be required to return any TIF assistance provided to the Village if during the terms of the development agreement the property becomes exempt from property taxes.
- ✔ **Applicant in Good Standing:** The applicant does not have a history of delinquent property tax payments or own any property within the Village with known zoning or building code violations.
- ✔ **Absence of Conflict of Interest:** Is the applicant, or an immediate family member, a member of the Village Board or a Village Committee, or any other official, employee or agent of the Village who is authorized to exercise policy-making functions or responsibilities in connection with the application? No Yes

If yes, no public official or public employee of the Village shall engage in any business or transaction or shall take any official action in regard to associational, financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of their official duties in the public interest contrary to the Village Code of Ethics or which would tend to impair independence of judgment or action in the performance of official duties.

I understand that any public official, or public employee who has an associational, financial or personal interest in any matter pending before the Village Board or any authority, board, commission or committee upon which the public official or public employee has any influence or input or of which the public official or public employee is a member that is to make a recommendation or decision on the pending matter shall disclose on the record, orally or in writing, the nature and extent of such interest. Public officials and/or public employee shall not participate in debate or discussion or vote for adoption or defeat of such matter. If the public official or public employee wishes to comment as a private citizen, the public official or public employee shall remove to the audience.

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

7. APPLICATION PROCEDURE

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

-  **Initial Staff Consultation.** Applicants are encouraged to meet with the Village Administrator and Community & Economic Development Director to discuss proposed TIF assistance requests and conceptual development plans prior to submitting an application.
-  **Preapplication Meetings (Non-mandatory).** Applicants are encouraged to meet with the Community Development Authority (CDA), and/or the Village’s Plan Commission, for a preapplication meeting to discuss the proposed project in order to gain better insight on how to design the project to meet the Village’s TIF development incentives policies, planning objectives, and applicable zoning permit requirements. Note, it is not the intent of the Plan Commission to make recommendations regarding the financing requested, only design aspects of projects. Feedback provided by the CDA and Plan Commission is non-binding.
-  **TIF Application.** Application materials, including the required fee and escrow shall be submitted to the Village Community & Economic Development Director who will notify the appropriate Village Staff, Village Attorney or any consultants who provide services to the Village whom are directed by the Village Community & Economic Development Director to review the application.
-  **Fees and Escrow Deposit.** A nonrefundable processing fee in the amount of \$500 per application must be submitted with the application. In addition, the applicant will be required to submit an initial escrow deposit in the amount of \$5,000 per application to reimburse fees for professional services incurred by the Village related to the review of the application and development agreement. If additional expenses are incurred beyond the \$5,000 the applicant shall be notified in writing and the applicant will be required to deposit additional funds upon notice. These application fees and escrow deposits are in addition to those fees and escrow deposits required for zoning permit approvals.
-  **Preliminary Determination of Completeness.** The Village Community & Economic Development Director, and other designated staff, will review the application for completeness and applicability. If the application is incomplete or if additional information is needed the applicant will be notified that the application is not complete, and the reasons will be stated referring to the specific additional information required. The applicant may then resubmit the application with additional information/modifications or may withdraw the application.
-  **Staff Review.** Village staff, and/or Village consultants, will review the application for eligibility and complete a pro forma analysis of the project. In order to better understand the needs of the project, the applicant or staff may request a meeting(s). Review time will be approximately 30 days from the date the completed application is submitted to the Village; however, more or less time may be required for particular applications. Upon completion of staff review, the application and a supplemental staff report will be submitted to the CDA for recommendation to the Village Board.
- CDA TIF Application Recommendation.** Upon completion of staff review, the application and associated staff report, will be scheduled for the next available CDA meeting. The applicant will be notified of the date of the meeting(s)² in which the application is reviewed. Applicants, or their agents, will be required to be present at the CDA meeting to answer questions regarding the proposed project. The CDA will make a recommendation to the Village Board to approve, approve with conditions, deny the application, or postpone action on the application pending further discussion or information by the applicant.

In-progress

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

- In-progress **Village Board Preliminary Approval of TIF Application.** The application will be reviewed by the Village Board at its next scheduled meeting following action by the CDA. The applicant will be notified of the date of Village Board meeting(s)² in which the application is reviewed. Applicants, or their agents, will be required to be present at the Village Board meeting to answer questions regarding the proposed project. The Village Board may approve, approve with conditions, deny the application, or postpone the application pending further discussion or information by the applicant. The Village Board may also refer the matter back to the CDA, or another Village committee, for further consideration. *Note, at this stage in the process the Village Board may make a determination as to whether to provide TIF assistance, a maximum amount of assistance, the form of incentives, and required assurances. These decision points will provide parameters for Village Staff and the applicant to draft a Development Agreement for future consideration by the Village Board.*
- TBD **Draft Development Agreement.** Upon preliminary approval of the TIF Application by the Village Board, Village Staff and the Village Attorney shall draft a Development Agreement based on the direction provided by Village Board. The draft Development Agreement will be reviewed with the applicant. The Development Agreement will describe the obligations of both the Village and the applicant, and the terms and conditions of TIF assistance.
- Financial Background Review.** Village Staff, or the Village Attorney, may complete an additional financial background review of the applicant. The applicant shall work in good faith to provide financial background materials requested by the Village, including but not limited to, commercial loan commitments, credit reports, personal and business financial statements and tax returns for at least the last two years.
- TBD **CDA Recommendation on Development Agreement.** The CDA will meet² to provide a recommendation to the Village Board regarding the Development Agreement.
- TBD **Village Board Final Approval of Development Agreement.** The Development Agreement will be considered for approval by the Village Board².
- TBD **Expiration.** Approved TIF applications shall become void if after six months (6) from the date of approval the applicant and Village have not executed the Development Agreement, unless both parties agree to an extension.

In-progress Planning & Zoning Permits

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

NA Amendments to Existing TIF Development Agreements

Applicant concurrently seeking approval of a PUD General Plan and Phase 1 Detailed Plan for Well Played

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

An abstract graphic at the top of the page. It features three overlapping, semi-transparent circles in shades of gray. In the background, there is a silhouette of a city skyline with various skyscrapers of different heights and widths.

But-For Analysis

Well Played Play Gym at North Terminal Drive

Prepared for the Village of McFarland, WI

March 5, 2026

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Executive Summary

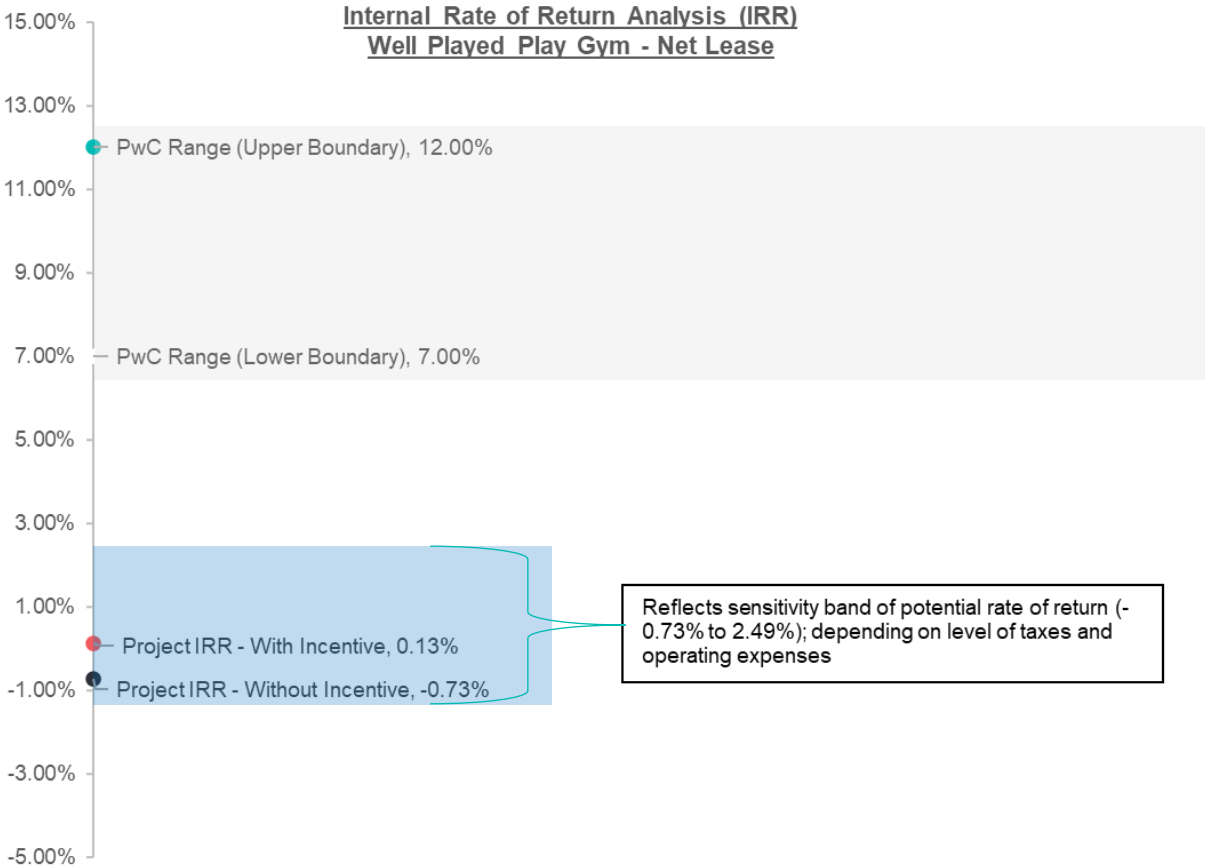
The Village of McFarland, WI (the “Village”) retained Baker Tilly Development and Community Advisory (“BT”) to review a request for public financial assistance from Ezra Properties, LLC (the “Applicant”). The Applicant proposes the construction of a 9,965 square foot warehouse style development which will function as an indoor children’s gym (the “Project”).

The Applicant has requested financial assistance in the amount of \$270,000 for the Project through the use of available Tax Increment Financing (“TIF”) funds (the “Incentive”). The rationale for the Incentive is that the Applicant is expecting various expenses related to sitework, demolition, and utilities. Eligible uses of the TIF funds for this Project include utility improvements, land acquisition, demolition, roadwork expenses and construction. The Village seeks to understand whether the Project reasonably requires the requested financial assistance in the current marketplace.

The profitability measurement used to evaluate the need for assistance is the return on investment, termed the internal rate of return (“IRR” or “Return”). To determine the likelihood that the Project would be undertaken without the Incentive, the Applicant’s estimated IRR without Incentive is compared to the Return sought by investors for net lease developments in the current marketplace.

BT reviewed the Applicant’s pro forma and the underlying assumptions regarding Project financing, construction costs and operations. BT determined that the proposed Project, without the requested Incentive, falls below the national benchmark expected rate of return. The graphic below illustrates the forecasted IRR compared to the market benchmark returns from the *PWC Real Estate Investor Survey, Fourth Quarter 2025*. A summary of the Report’s key points is as follows.

	Project Description	<i>Warehouse style development which will be leased to a third party. Anticipated tenant will be a children's indoor playground / gym</i>
	Assistance Request	<i>\$270,000 payment in available TIF funds</i>
	Project Cost Analysis	<i>Estimated costs are a fair representation of the market and align with industry benchmarks</i>
	Operating Revenues and Expenditures	<i>Expected lease rate is above the overall market. Operating expenses are considered reasonable</i>
	Conclusion	<i>The Project would not likely be pursued in the current marketplace without the requested Incentive</i>



Purpose and Approach

BT evaluated Project information provided by the Applicant - including Project financing, timing, revenues and operating costs - to measure the Applicant's expected profit relative to Project risks. If it is assumed that the Project is owned and operated as an investment, a measure of return can be calculated considering the time value of money and an assumed sale of the asset(s) at an appropriate market price. This analysis is termed the internal rate of return ("IRR" or "Return") and estimates the profitability of an investment. To determine the likelihood that the Project would be undertaken without public assistance, the Applicant's estimated levered IRR, without assistance, is compared to the Return sought by investors for like projects in the current marketplace.

Disclosure and Reliance

This analysis is not an opinion of the Project's feasibility, including the likelihood the relevant trade area will absorb the Project during the development period forecast by the Applicant. Rather, BT was engaged to independently review the Applicant's assumptions for the Project and determine whether the Project would likely realize an acceptable market rate of return in the current marketplace. BT has based this analysis upon projections provided by the Applicant. BT has completed due diligence to review the Applicant's projections using its institutional knowledge and, where applicable, third-party sources. BT utilized the Applicant's projections as provided unless otherwise noted.

Where BT suggests alternative projections or assumptions, the reason and source of the proposed alternatives are described. Projecting outcomes for projects of this nature involves subjective judgment which may or may not prove correct. BT makes no representations or warranties, expressed or implied, as to the predictive accuracy of this analysis, and nothing herein is, or shall be relied upon as, a representation or warranty with respect to future result.

BT has no financial interest in the Project. BT is compensated through a fee agreement with the Village of McFarland.

The Project

The Applicant is proposing the development of the Well Played Play Gym, a 9,000 square foot indoor children’s playground / gym, located at 4012 Terminal Drive which is currently an adjacent, empty lot across from the Applicant’s larger four-phased multi-family development. The development is anticipated to be a triple net lease with Well Played, LLC as the anticipated lessee / tenant.

Total sources and uses for both phases are outlined in the following table and reflect the Applicant’s aggregated development budget.

Sources	Amount	% of Project Total
Debt	\$1,660,000	42.08%
Developer Equity	2,015,000	51.08%
TIF Funds	270,000	6.84%
Total Sources	\$3,945,000	
Uses	Amount	% of Project Total
Land Acquisition	\$2,025,000	51.33%
Vertical Construction	1,153,017	29.23%
Sitework	422,000	10.70%
Permits & Fees	54,991	1.39%
Design/Engineering/Consulting:	205,000	5.20%
Contingency	40,992	1.04%
Financing Costs & Development Fees & Operating Income	29,000	0.74%
Legal Fees	15,000	0.38%
Total Uses	\$3,945,000	

Description of Assistance Request

The Applicant is requesting public assistance for the Project, specifically the Applicant is seeking a payment of \$270,000 in TIF funds which are available for eligible costs under Wisconsin statute 66.1105 (the “Incentive”). It is anticipated that the Incentive would be paid up-front from funds currently available from Tax Increment District (“TID”) 6.

Review of Applicant's Financial Model

The Applicant provided a pro forma detailing timing, financing, operating revenues and expenditures and assumptions for the Project. Utilizing the baseline pro forma provided by the Applicant, BT calculated the internal rate of return with and without the requested Incentive. The Return realized by the Applicant is a result of the assumptions used in the creation of the operating pro forma. Therefore, several steps must be taken to analyze the reasonableness of the assumptions used.

Step One – Evaluate Project Costs

The first step in analyzing the Return to the Applicant is to determine if the assumed Project costs are reasonable. If the Applicant experiences cost savings, absent any other changes, the Applicant will realize a greater Return. Where applicable, BT compared estimated Project costs to third-party sources to gauge the reasonableness of the Applicant's pro forma assumptions and to consider whether alternative assumptions should be utilized.

Construction Costs

The Applicant's estimated hard construction cost equates to approximately \$115.71 per square foot ("PSF"). BT requested the basis for the Applicant's construction cost to substantiate the assumed sitework and vertical costs. Construction estimates were prepared by the Applicant's general contractor - Riegert Builders Inc.

To provide a cost comparison, BT utilized the RSMeans Data from Gordian to estimate the cost of construction for a shell building of comparable size and quality within the Madison, WI submarket. RSMeans data provides accurate and regularly updated construction cost estimates, which can be used as a reference point to verify the reasonableness of the Applicant's estimated costs.

PSF estimates can vary widely depending on the building material and type of framing used. The Applicant's concept plan shows the expected finish to be metal siding with wood framing. The RSMeans PSF cost is estimated to be approximately \$123.26 for a building with the parameters similar to the description of the Project. The Applicant's reported PSF cost of \$115.71 is below the RSMeans comparison and is therefore considered reasonable.

Acquisition Costs

The Applicant's pro forma shows a total acquisition cost of \$2,025,000. \$1,900,000 for the initial land purchase and an additional \$125,000 for the mini-warehouse land purchase. The Applicant provided an appraisal performed by United Real Estate Corp, dated November 19, 2025. The findings of that appraisal include an estimated per square foot valuation of approximately \$13.75 PSF for the parcels at 4008-4012 Terminal Drive. As the Applicant was able to provide an independent third-party appraisal, the assumed acquisition costs are considered reasonable.

REVIEW OF APPLICANT'S FINANCIAL MODEL

Sitework

The Applicant estimates a total sitework cost of \$422,000. The Applicant's sitework costs represent approximately 10.70% of the total development budget. As a basis for the sitework estimate, the Applicant provided their contractor's preliminary cost estimate

Sitework is difficult to estimate, as there are numerous factors that can influence the final price PSF. Based on similar developments in scope and size, we would expect sitework costs to be between 5.00% - 10.00% of the total budget. BT considers the sitework cost estimates to be reasonable and suggests no modifications to the Applicant's sitework assumptions.

Soft Costs, Contingency, and Other Expenses

The Applicant's pro forma provides a detailed overview of various soft costs which have been aggregated by category. The Applicant estimates approximately \$340,000 in total soft cost and contingency fees which is approximately 8.7% of the total Project budget. These costs include budgeting for permits and fees, architect and engineering costs, financing costs and contingency for construction. Expenses related to soft costs and contingency can vary, but the industry standard for budgeting typically ranges between 10.00% and 15.00% for market-rate developments. The Applicant's softs costs and contingency assumptions are considered reasonable at this time.

Step Two – Evaluate Operating Revenues and Expenditures

Operating Revenues

The development is expected to be a triple net lease with an indoor children's playground / gym as the anticipated tenant. The Applicant provided a copy of the draft lease agreement which shows an estimated lease price of \$20 PSF with a 2.50% increase each year.

To evaluate the Applicant's rent assumptions, BT compared the Applicant's estimates to market data available from CoStar. CoStar groups cities, villages, and towns by markets and submarkets. Given the unique nature of the tenant, the proposed lease rate is compared to the general retail lease rates for the market. The Village of McFarland's retail market is located within the Southeast Madison submarket. CoStar reports the following historical and current key performance indicators for the market area.

REVIEW OF APPLICANT'S FINANCIAL MODEL

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Asking Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
Malls	0	-	-	-	0	0	0
Power Center	0	-	-	-	0	0	0
Neighborhood Center	639,889	3.4%	\$15.59	3.7%	9,000	0	0
Strip Center	171,640	8.2%	\$14.28	9.8%	0	0	0
General Retail	2,071,777	1.3%	\$16.85	1.7%	(2,350)	0	0
Other	0	-	-	-	0	0	0
Submarket	2,883,306	2.2%	\$16.41	2.6%	6,650	0	0

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy	-0.4% (YOY)	3.2%	1.9%	5.3%	2019 Q2	0.8%	2019 Q1
Net Absorption SF	144K	28,195	10,303	225,453	2007 Q3	(112,329)	2019 Q2
Deliveries SF	137K	31,074	9,536	246,031	2007 Q4	0	2025 Q1
Market Asking Rent Growth	0.3%	1.0%	1.3%	3.4%	2024 Q1	-2.3%	2007 Q3
Sales Volume	\$29.3M	\$7.1M	N/A	\$27.9M	2025 Q4	\$725K	2020 Q2

As for the Applicant's assumed rents, the assumed \$20.00 PSF is above the average lease rate but is considered reasonable given the unique tenant and project.

Operating Expenditures

The Applicant estimates management and insurance expenses to be 8.00% of effective gross revenue or approximately \$15,000 per year. Among national retail development investors, the Q4 2025 PwC Investor Survey reports management fees ranging between 1.50-6.00% with an average of 3.40%. The Applicant's estimated management and insurance fees appear high relative to available market data; however, the Project has relatively thin operating revenues. If a lower management insurance fee of 5.00% of EGI is assumed, it does not have a material impact to the Applicant's overall internal rate of return.

The Applicant assumes an annual maintenance cost of 6.00% of EGI or approximately \$12,000. This equates to a maintenance cost of approximately \$1.20 PSF. The maintenance costs appear relatively high overall. If the development is a triple net lease, the tenant would have the primary responsibility for maintenance of the building. According to the PwC Survey, average replacement reserves for a retail development range between \$0.10 and \$1.00 PSF with an average of \$0.36 PSF.

Given the uncertainty surrounding the Applicant's operating costs, we provide a sensitivity analysis of the Applicant's potential range of returns.

BT also reviewed the Applicant's assumed property tax expenses. The pro forma reflects an initial property tax estimate of \$19,398. The Applicant expects an estimated equalized assessed value (EAV) of \$1,180,000, which is an assumption sourced from a development agreement between the Applicant and the Village. The Applicant's pro forma assumes the correct mill rate of 16.43913.

REVIEW OF APPLICANT'S FINANCIAL MODEL

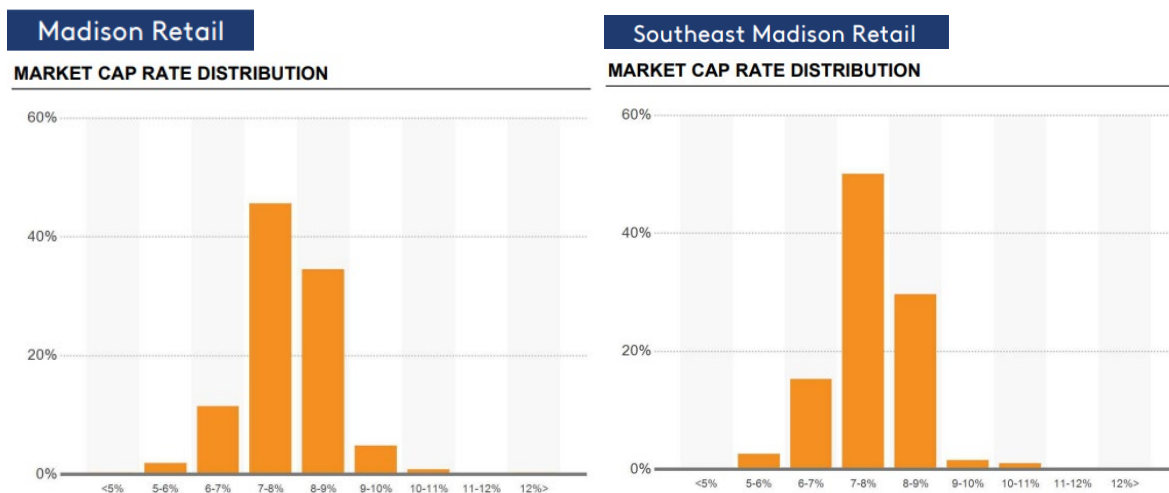
While BT recognizes that the EAVs shown in the Applicant's pro forma are sourced from an existing development agreement with the Village, the more conservative approach for property tax estimates is an industry-standard component in sensitivity analysis for real estate projects requesting TIF assistance. BT assumed an income approach for evaluating the AV of the properties. The AV of the properties was estimated using the NOI divided by a cap rate of 9.16%. The income approach often results in a higher valuation but reflects a more conservative pro forma due to the increased property tax expenses. The estimated property taxes using the income approach is approximately \$35,000 and an EAV of \$2,233,522.

Step Three – Evaluate Hypothetical Sale Assumptions

The third step in analyzing the Return to the Applicant is to determine the value of a hypothetical sale of the asset in the final year of the operating pro forma. The determination of the potential market value of the Project, through a hypothetical sale, is necessary as it allows for the inclusion of the value of the asset in the rate of return calculation. The calculation of an IRR without the hypothetical sale would result in an understated Return. The assumption of a hypothetical sale should not be interpreted to convey that the Applicant intends to sell elements of the Project proposed for ownership and operation at the assumed or any other date.

The critical assumption when valuing the asset at the time of the hypothetical sale is the capitalization rate. The estimated net operating income is divided by the capitalization rate, which results in the assumed fair market value of the asset. The capitalization rate is intended to represent the yield of an investment over one year and is also a useful measure of risk. The Applicant has not provided an assumed capitalization rate in their pro forma.

BT compared the forecasted Project Returns and the proposed capitalization rates to a third-party reference, the PwC Real Estate Investor Survey, a national survey that publishes data on the commercial real estate marketplace sampled from active investors. BT also compared the Applicant's proposed cap rates to the Southeast Madison Retail market and the broader Madison, WI market using CoStar data. The estimates from both PwC and CoStar are provided below.

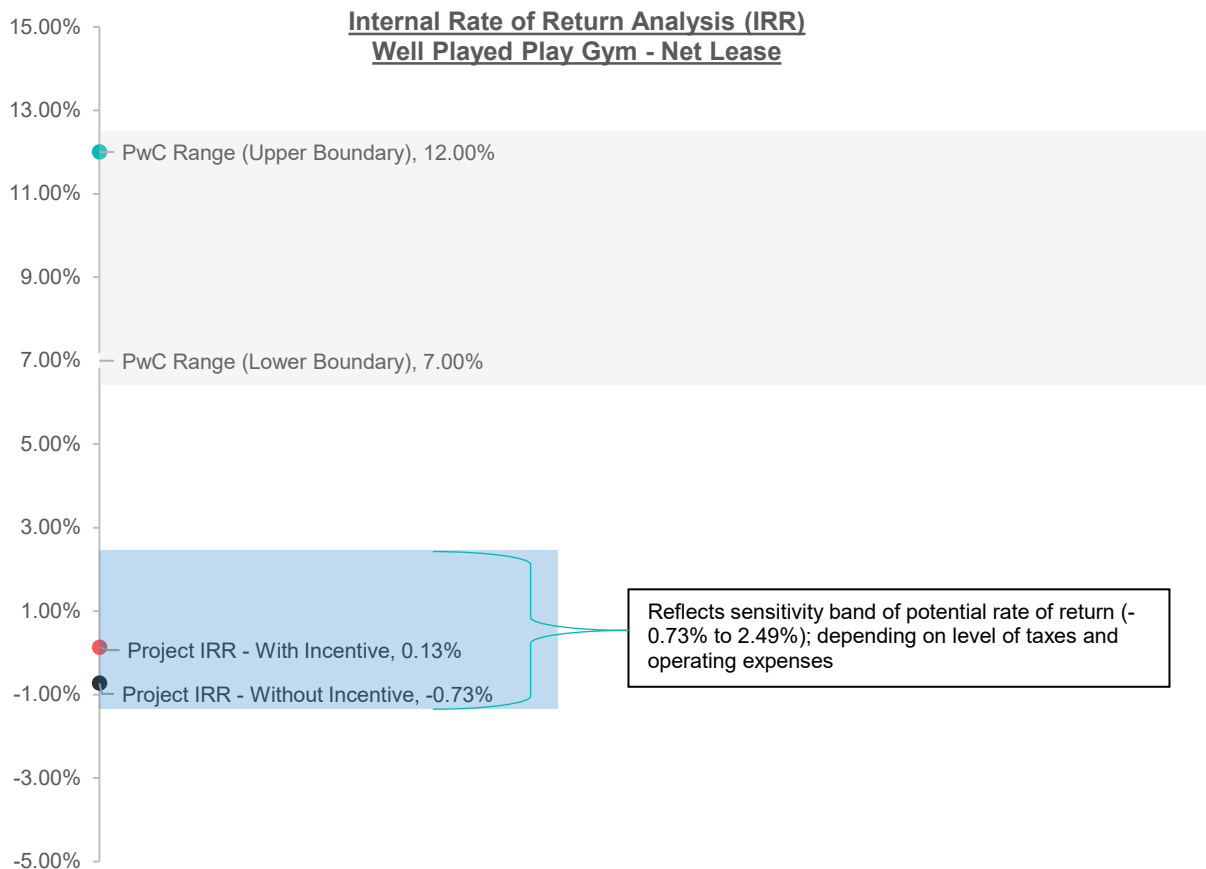


According to the PwC Survey, capitalization rates among institutional-grade investment properties for the national net lease market in Q4 of 2025 range between 6.25-10.00% with an average of 7.67% compared to the local market average of 7.80%. Based on the available data, BT assumed a capitalization rate of 8.00% for the hypothetical sale / exit value.

Internal Rate of Return

The profitability measurement used to evaluate the need for assistance is the return on investment, referred to as the internal rate of return (“IRR” or “Return”). To determine the likelihood that the Project would be undertaken without the Incentive, the Applicant’s estimated IRR without Incentive is compared to the Return sought by investors in similar projects in the current marketplace, according to the *PWC Real Estate Investor Survey, Fourth Quarter 2025*.

The unlevered IRR calculation for both phases of the Project and the PwC benchmark range is presented in the graphic below.



Conclusion

BT determined that the proposed Project would be unlikely to proceed without the requested Incentive in the current market environment. National net lease investors for non-institutional grade properties seek a rate of return between 7.00% and 12.00%. The “best case” or most aggressive iteration – low taxes and low operating costs – of the pro forma is an estimated IRR of 1.59% without the requested Incentive and 2.49% with the requested Village Incentive.

Limiting factors to the Project’s rate of return are primarily high acquisition costs as well as sitework and utilities. The overall rate of return is lower than the risk-free Treasury rate which begs the question of why the Applicant would pursue this development. Developers may choose to construct a net lease project that effectively “breaks even” because the primary objective is not the standalone profitability of that specific building, but the value it creates for the surrounding development. The proposed Project would be developed adjacent to the Applicant’s other multi-family development which is expected to include four buildings with 26-37 units each. In mixed-use or master-planned projects, net lease tenants serve as amenities that make nearby multifamily units more attractive to prospective renters. By activating the site, increasing convenience, and creating a walkable environment, this complementary development can improve leasing velocity, support higher rents and reduce vacancy in the residential portion of the master development. Even if the net lease building only covers its costs, the indirect value it generates through enhanced residential absorption and pricing can significantly improve the overall return of the broader development.

Appendix

Appendix – Data Sources

CoStar Group

www.costar.com

CoStar Group (NASDAQ: CSGP) is a leading global provider of commercial and residential real estate information, analytics, and online marketplaces. Included in the S&P 500 Index and the NASDAQ 100, CoStar has provided data and information services for over 37 years to the commercial real estate market. The platform allows access to a comprehensive inventory of over 7 million properties, twenty million lease and sale comparables, and 8.3 million commercial tenants.

PwC Investor Survey

www.pwc.com

The PwC Investor Survey is a trusted source of research and investment criteria. For over 35 years, the PwC Investor Survey has provided data and insights for commercial real estate investors. The PwC Investor Survey includes regional and national data for investor expectations concerning commercial real estate and is published on a quarterly basis. Survey participants represent a cross-section of major institutional equity real estate investors who invest primarily in institutional-grade property. Survey results are intended to be interpreted as expectations and does not reflect actual property performance.

RSMeans

www.rsmeans.com

Gordian is a leading provider of facility and construction cost data, software and services for all phases of the building lifecycle. A pioneer of Job Order Contracting (JOC), Gordian's offerings also include proprietary RSMeans Data and facility intelligence solutions. The RSMeans square foot estimator uses a predictive pricing model based on national, regional, and local data for a variety of commercial real estate developments.

APPENDIX – GLOSSARY OF COMMON TERMS

Appendix – Glossary of Common Terms

Basis Point	1/100th of a percentage point (0.01%)
Capitalization Rate (Cap Rate)	The relationship between a single year's net operating income expectancy and the market price or value. Also a useful measure of risk.
Development Land / Pad Sites	Land that has been purchased, readied for development (i.e. entitlements and infrastructure), and subsequently sold to builders.
Developer's Fee / Profit	A market-derived figure that reflects the amount a developer expects to receive for their contribution to a project and risk.
Discount Rate	Assumed rate of return used to discount future cash flows back to their present value.
Equity	Cash provided by the Developer for the Project or share of ownership.
Levered Return	The use of borrowed funds to increase the yield (return) that would otherwise be realized on an equity investment when there is no debt financing (see "Unlevered Return").
Management Fee	An expense representing the sum paid for or the value of management services, including incentives, expressed as a percentage of total revenue.
Net Lease	A lease in which the landlord passes all expenses on to the tenant. As an investment, an income-producing property leased, often for 20 years or longer, to a creditworthy tenant.
Net Operating Income (NOI)	Income remaining after deduction of all the property's operating expenses.
Operating Expenses	The ongoing expenditures incurred during the ordinary course of business necessary to maintain and continue the production of gross revenues, not including reserves, debt service, and capital costs.
Replacement Reserve	Amount allocated for periodic replacement of building components during a property's economic life.
Tenant Improvement Allowance	A dollar amount (usually expressed as an amount per square foot) provided to the tenant by the landlord for the construction of tenant improvements, which may or may not equal the cost of remodeling.
Unlevered Return	Assumes that a Project is financed and completed entirely with cash from the Developer and no debt. BT's preferred approach when estimating the internal rate of return.

Appendix - Authors

Economic development is a team sport. Successful projects are driven by community collaboration. Baker Tilly's experience serving entities across the public sector, and our abilities to leverage the firm's private sector expertise, brings unique perspectives to understand community-wide goals in support of sustainable economic development. We take a holistic approach to managing project needs while bringing the community's vision to life.

The members of Baker Tilly's economic development team contributing to this report include the following.



Jolena Presti, AICP — Managing director

Engagement role: Practice Lead & Managing Director, Housing & Economic Development Advisory

Jolena has more than 25 years of experience in developing and advancing innovative strategies in housing, redevelopment and economic and community solutions for clients nationwide. As a development advisory team leader, Jolena provides strategic advisory services to a diverse range of clients, including municipalities, private developers, economic development organizations, impact investors and not-for-profit organizations. She has a proven track record of driving team strategy and providing leadership in cross-functional collaboration and client initiatives.



Kristian Vaughn, PhD, EDFP, ENV SP — Senior manager

Engagement role: Creditworthiness Review, Development & Community Advisory

Kristian is an experienced economic development strategist and project manager with over 10 years of experience in community economics, real estate finance, land use management and public policy in the governmental, private consulting and not-for-profit sectors. His specialties include financial structuring of impactful community-based real estate, economic impact modeling of investments, and supporting municipal staff and neighborhood organizations in the development and implementation of economic strategies to catalyze reinvestment in communities.



Joshua Davis, Consultant

Joshua is a consultant within Baker Tilly's public sector advisory practice. He provides analytic and quantitative support on economic development projects and the issuance of municipal debt. Joshua's professional background includes previous work in governmental affairs and was a recipient of the Energy Policy Institute's Bartlett Fellowship at The University of Chicago.

Joshua earned a Master of Public Policy from The University of Chicago – Harris School of Public Policy and a Bachelor of Arts from Oklahoma City University. He is a registered Municipal Advisor with the Securities and Exchange Commission.

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Village of McFarland TID #6 4018 Terminal Drive Phase 1 - Well Played											L	M	N	O
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
IMPROV. DURING YEAR	BEGINNING OF YEAR VALUE ¹	EST. GROWTH IN VALUE FROM NEW DEVELOP. ²	CUMULATIVE VALUE	INFLATION INCREMENT ³	END OF YEAR VALUE	TAX INCREMENT VALUE	TAX VALUE YEAR	TAX RATE ⁴ \$1,000	TAX INCREMENT COLLECTED	COLLECTION YEAR	TID PAYMENTS ⁵	ANNUAL CASH FLOW TO THE TID	CUMULATIVE PRJ FUND BALANCE	PAYMENT YEAR
2024	\$532,933	\$0	\$532,933	\$0	\$532,933	\$0	2025	\$16.44	\$0	2026	\$270,000	(\$270,000)	(\$270,000)	2026
2025	\$532,933	\$0	\$532,933	\$0	\$532,933	\$0	2026	\$16.44	\$0	2027	\$0	\$0	(\$270,000)	2027
2026	\$532,933	\$1,180,000	\$1,712,933	\$0	\$1,712,933	\$1,180,000	2027	\$16.44	\$19,398	2028	\$0	\$19,398	(\$250,602)	2028
2027	\$1,712,933	\$0	\$1,712,933	\$0	\$1,712,933	\$1,180,000	2028	\$16.44	\$19,398	2029	\$0	\$19,398	(\$231,204)	2029
2028	\$1,712,933	\$0	\$1,712,933	\$0	\$1,712,933	\$1,180,000	2029	\$16.44	\$19,398	2030	\$0	\$19,398	(\$211,805)	2030
2029	\$1,712,933	\$0	\$1,712,933	\$0	\$1,712,933	\$1,180,000	2030	\$16.44	\$19,398	2031	\$0	\$19,398	(\$192,407)	2031
2030	\$1,712,933	\$0	\$1,712,933	\$0	\$1,712,933	\$1,180,000	2031	\$16.44	\$19,398	2032	\$0	\$19,398	(\$173,009)	2032
2031	\$1,712,933	\$0	\$1,712,933	\$0	\$1,712,933	\$1,180,000	2032	\$16.44	\$19,398	2033	\$0	\$19,398	(\$153,611)	2033
2032	\$1,712,933	\$0	\$1,712,933	\$0	\$1,712,933	\$1,180,000	2033	\$16.44	\$19,398	2034	\$0	\$19,398	(\$134,213)	2034
2033	\$1,712,933	\$0	\$1,712,933	\$0	\$1,712,933	\$1,180,000	2034	\$16.44	\$19,398	2035	\$0	\$19,398	(\$114,815)	2035
2034	\$1,712,933	\$0	\$1,712,933	\$0	\$1,712,933	\$1,180,000	2035	\$16.44	\$19,398	2036	\$0	\$19,398	(\$95,416)	2036
2035	\$1,712,933	\$0	\$1,712,933	\$0	\$1,712,933	\$1,180,000	2036	\$16.44	\$19,398	2037	\$0	\$19,398	(\$76,018)	2037
2036	\$1,712,933	\$0	\$1,712,933	\$0	\$1,712,933	\$1,180,000	2037	\$16.44	\$19,398	2038	\$0	\$19,398	(\$56,620)	2038
2037	\$1,712,933	\$0	\$1,712,933	\$0	\$1,712,933	\$1,180,000	2038	\$16.44	\$19,398	2039	\$0	\$19,398	(\$37,222)	2039
2038	\$1,712,933	\$0	\$1,712,933	\$0	\$1,712,933	\$1,180,000	2039	\$16.44	\$19,398	2040	\$0	\$19,398	(\$17,824)	2040
2039	\$1,712,933	\$0	\$1,712,933	\$0	\$1,712,933	\$1,180,000	2040	\$16.44	\$19,398	2041	\$0	\$19,398	\$1,574	2041
2040	\$1,712,933	\$0	\$1,712,933	\$0	\$1,712,933	\$1,180,000	2041	\$16.44	\$19,398	2042	\$0	\$19,398	\$20,973	2042
2041	\$1,712,933	\$0	\$1,712,933	\$0	\$1,712,933	\$1,180,000	2042	\$16.44	\$19,398	2043	\$0	\$19,398	\$40,371	2043
2042	\$1,712,933	\$0	\$1,712,933	\$0	\$1,712,933	\$1,180,000	2043	\$16.44	\$19,398	2044	\$0	\$19,398	\$59,769	2044
2043	\$1,712,933	\$0	\$1,712,933	\$0	\$1,712,933	\$1,180,000	2044	\$16.44	\$19,398	2045	\$0	\$19,398	\$79,167	2045
2044	\$1,712,933	\$0	\$1,712,933	\$0	\$1,712,933	\$1,180,000	2045	\$16.44	\$19,398	2046	\$0	\$19,398	\$98,565	2046
2045	\$1,712,933	\$0	\$1,712,933	\$0	\$1,712,933	\$1,180,000	2046	\$16.44	\$19,398	2047	\$0	\$19,398	\$117,963	2047
2046	\$1,712,933	\$0	\$1,712,933	\$0	\$1,712,933	\$1,180,000	2047	\$16.44	\$19,398	2048	\$0	\$19,398	\$137,362	2048
2047	\$1,712,933	\$0	\$1,712,933	\$0	\$1,712,933	\$1,180,000	2048	\$16.44	\$19,398	2049	\$0	\$19,398	\$156,760	2049
2048	\$1,712,933	\$0	\$1,712,933	\$0	\$1,712,933	\$1,180,000	2049	\$16.44	\$19,398	2050	\$0	\$19,398	\$176,158	2050
2049	\$1,712,933	\$0	\$1,712,933	\$0	\$1,712,933	\$1,180,000	2050	\$16.44	\$19,398	2051	\$0	\$19,398	\$195,556	2051
2050	\$1,712,933	\$0	\$1,712,933	\$0	\$1,712,933	\$1,180,000	2051	\$16.44	\$19,398	2052	\$0	\$19,398	\$214,954	2052
Totals		\$1,180,000		\$0					\$484,954		\$270,000			

ASSUMPTIONS

1. Includes the land assessment values of parcels 071027385158, 071027386401, 071027386201, and that portion of 071027386651 acquired by Quam
2. Assumes \$1,180,000 in new assessment value for Phase 1 (reflected in 1/1/2027 Assessed Value)
3. Assumes no inflation or deflation of assessment values over the life of the TID
4. Assumes no changes in tax rate over the life of the TID
5. Assumes Phase 1 TIF payment of \$270,000 in December of 2026

TID DATES

Creation Date: 07/23/2024
 Expenditure Period: 07/23/2046
 Termination Date: 07/23/2051
 Last Year to Collect Increment: 2052

\$ 214,954 Net Increment
\$ 1.80 Return on Investment

Village of McFarland TID #6 PROFORMA INCLUDING EZRA PHASE 2 & 3 AND WELL PLAYED													
L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
PAYMENT YEAR	CAPITAL EXPENDITURE COSTS ¹	ANNUAL DEBT SERVICE ²	INTEREST ON ADVANCES ³	ADMIN & OTHER COSTS ⁴	TOTAL USES TID FUNDS	TAX INCREMENT COLLECTED	DEBT ISSUED / PREMIUM ⁵	OTHER INCOME ⁶	SUBSIDY FROM TID #3 ⁷	INVESTM INCOME ⁶	TOTAL SOURCES TID FUNDS	ANNUAL CASH FLOW	TID FUND BALANCE
2024	\$250,288	\$0	\$0	\$ 2,054.98	\$252,343	\$0	\$0	\$0	\$247,480	\$0	\$247,480	(\$4,863)	(\$4,863)
2025	\$338,245	\$0	\$0	\$59,977	\$398,222	\$0	\$0	\$7,794	\$325,000	\$0	\$332,794	(\$65,429)	(\$70,292)
2026	\$617,000	\$0	\$0	\$180,750	\$797,750	\$77,377	\$0	\$45,500	\$900,000	\$0	\$1,022,877	\$225,127	\$154,835
2027	\$585,000	\$0	\$0	\$180,750	\$765,750	\$77,377	\$0	\$0	\$585,000	\$774	\$663,152	(\$102,598)	\$52,237
2028	\$0	\$0	\$0	\$180,750	\$180,750	\$162,532	\$0	\$0	\$0	\$261	\$162,793	(\$17,957)	\$34,280
2029	\$0	\$0	\$0	\$180,750	\$180,750	\$237,741	\$0	\$0	\$0	\$171	\$237,912	\$57,162	\$91,442
2030	\$0	\$0	\$0	\$180,750	\$180,750	\$237,741	\$0	\$0	\$0	\$457	\$238,198	\$57,448	\$148,891
2031	\$0	\$0	\$0	\$180,750	\$180,750	\$237,741	\$0	\$0	\$0	\$744	\$238,486	\$57,736	\$206,626
2032	\$0	\$0	\$0	\$180,750	\$180,750	\$237,741	\$0	\$0	\$0	\$1,033	\$238,774	\$58,024	\$264,650
2033	\$0	\$0	\$0	\$180,750	\$180,750	\$237,741	\$0	\$0	\$0	\$1,323	\$239,064	\$58,314	\$322,965
2034	\$0	\$0	\$0	\$180,750	\$180,750	\$237,741	\$0	\$0	\$0	\$1,615	\$239,356	\$58,606	\$381,571
2035	\$0	\$0	\$0	\$180,750	\$180,750	\$237,741	\$0	\$0	\$0	\$1,908	\$239,649	\$58,899	\$440,469
2036	\$0	\$0	\$0	\$180,750	\$180,750	\$237,741	\$0	\$0	\$0	\$2,202	\$239,943	\$59,193	\$499,663
2037	\$0	\$0	\$0	\$180,750	\$180,750	\$237,741	\$0	\$0	\$0	\$2,498	\$240,239	\$59,489	\$559,152
2038	\$0	\$0	\$0	\$180,750	\$180,750	\$237,741	\$0	\$0	\$0	\$2,796	\$240,537	\$59,787	\$618,939
2039	\$0	\$0	\$0	\$180,750	\$180,750	\$237,741	\$0	\$0	\$0	\$3,095	\$240,836	\$60,086	\$679,025
2040	\$0	\$0	\$0	\$180,750	\$180,750	\$237,741	\$0	\$0	\$0	\$3,395	\$241,136	\$60,386	\$739,411
2041	\$0	\$0	\$0	\$180,750	\$180,750	\$237,741	\$0	\$0	\$0	\$3,697	\$241,438	\$60,688	\$800,099
2042	\$0	\$0	\$0	\$180,750	\$180,750	\$237,741	\$0	\$0	\$0	\$4,000	\$241,742	\$60,992	\$861,091
2043	\$0	\$0	\$0	\$180,750	\$180,750	\$237,741	\$0	\$0	\$0	\$4,305	\$242,047	\$61,297	\$922,387
2044	\$0	\$0	\$0	\$180,750	\$180,750	\$237,741	\$0	\$0	\$0	\$4,612	\$242,353	\$61,603	\$983,990
2045	\$0	\$0	\$0	\$180,750	\$180,750	\$237,741	\$0	\$0	\$0	\$4,920	\$242,661	\$61,911	\$1,045,901
2046	\$0	\$0	\$0	\$180,750	\$180,750	\$237,741	\$0	\$0	\$0	\$5,230	\$242,971	\$62,221	\$1,108,122
2047	\$0	\$0	\$0	\$180,750	\$180,750	\$237,741	\$0	\$0	\$0	\$5,541	\$243,282	\$62,532	\$1,170,653
2048	\$0	\$0	\$0	\$180,750	\$180,750	\$237,741	\$0	\$0	\$0	\$5,853	\$243,594	\$62,844	\$1,233,498
2049	\$0	\$0	\$0	\$180,750	\$180,750	\$237,741	\$0	\$0	\$0	\$6,167	\$243,909	\$63,159	\$1,296,656
2050	\$0	\$0	\$0	\$180,750	\$180,750	\$237,741	\$0	\$0	\$0	\$6,483	\$244,224	\$63,474	\$1,360,131
2051	\$0	\$0	\$0	\$180,750	\$180,750	\$237,741	\$0	\$0	\$0	\$6,801	\$244,542	\$63,792	\$1,423,922
2052	\$0	\$0	\$0	\$180,750	\$180,750	\$237,741	\$0	\$0	\$0	\$7,120	\$244,861	\$64,111	\$1,488,033
TOTAL	\$1,790,533	\$0	\$0	\$4,942,282	\$6,732,816	\$6,023,072	\$0	\$53,294	\$2,057,480	\$87,003	\$8,220,849		

ASSUMPTION

- 2025 Capital Expenditures = \$325,000 for Property (4705 Ivywood); 2026 = \$347,000 for Redevelopment (Ezra Phase 2), \$270,000 (Well Played); 2027 = \$585,000 (Ezra Phase 3)
- Includes Principal & Interest on Capital Expenditures requiring debt service
- Interest on General Fund Advances @ 0% of Annual TID Fund Deficit
- Administration Costs (years 2027-2052 similar to 2026 Budget)
- Debt Premium on Capital Expenditures requiring debt service
- Other Income (Rent, Land Sales, Grants, Intergovernmental Revenue, etc.)
- Donations of surplus revenue from TID 3

TID DATES

Creation Date: 07/23/2024
 Expenditure Period: 07/23/2046
 Termination Date: 07/23/2051
 Last Year to Collect Increment: 2052

8. Interest on Investment Income = 0.5%

Actual Values as reported from Wisconsin Department of Revenue TIF Valuation Reports and Village Compiled Financial Statements

Village of McFarland		TID #3		PROFORMA NO NEW DEVELOPMENT (draft 03.04.2026)													
L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	BB	CC
PAYMENT YEAR	CAPITAL EXPENDITURE COSTS ¹	ANNUAL DEBT SERVICE ²	INTEREST ON ADVANCES	ADMIN & OPERATIONS COSTS ³	SUBSIDY ⁴ TO TID #4	SUBSIDY ⁵ TO TID #5	SUBSIDY ⁶ TO TID #6	TOTAL USES TID FUNDS	TAX INCREMENT COLLECTED	DEBT ISSUED / PREMIUM	DEVELOP GAURAN ⁷	TRANSFER FROM TID #4-6 ⁸	OTHER INCOME ⁹	INVESTM INCOME ¹⁰	TOTAL SOURCES TID FUNDS	ANNUAL CASH FLOW	TID FUND BALANCE
2004	\$1,964,250	\$28,100	\$5,749	\$30,166	\$0	\$0	\$0	\$2,028,265	\$0	\$1,535,000	\$0	\$0	\$0	\$0	\$1,535,000	(\$493,265)	(\$493,265)
2005	\$627,599	\$32,359	\$4,089	\$42,640	\$0	\$0	\$0	\$706,687	\$0	\$1,421,545	\$0	\$0	\$0	\$25,513	\$1,447,058	\$740,371	\$247,106
2006	\$510,890	\$173,727	\$7,531	\$40,350	\$0	\$0	\$0	\$732,498	\$164,170	\$0	\$0	\$0	\$15,896	\$0	\$180,066	(\$552,432)	(\$305,326)
2007	\$162,146	\$115,091	\$14,149	\$36,816	\$0	\$0	\$0	\$328,202	\$331,293	\$0	\$0	\$0	\$19,525	\$0	\$350,818	\$22,616	(\$282,710)
2008	\$693,101	\$212,218	\$6,928	\$40,363	\$0	\$0	\$0	\$952,610	\$462,568	\$4,442,234	\$0	\$0	\$17,145	\$420	\$4,922,367	\$3,969,757	\$3,687,047
2009	\$26,588	\$3,520,964	\$0	\$33,342	\$0	\$0	\$0	\$3,580,894	\$712,470	\$0	\$16,346	\$0	\$14,139	\$3,534	\$746,489	(\$2,834,405)	\$852,642
2010	\$134,363	\$533,986	\$0	\$56,908	\$0	\$0	\$0	\$725,257	\$829,770	\$0	\$28,278	\$0	\$18,806	\$596	\$877,450	\$152,193	\$1,004,835
2011	\$11,095	\$539,449	\$0	\$38,151	\$0	\$0	\$0	\$588,695	\$802,316	\$0	\$33,804	\$0	\$26,373	\$472	\$862,965	\$274,270	\$1,279,105
2012	\$143,530	\$538,311	\$0	\$42,670	\$0	\$0	\$0	\$724,511	\$753,774	\$0	\$0	\$0	\$25,098	\$631	\$779,503	\$54,992	\$1,334,097
2013	\$239,332	\$540,376	\$0	\$35,609	\$0	\$0	\$0	\$815,317	\$710,116	\$0	\$80,104	\$0	\$26,274	\$445	\$816,939	\$1,622	\$1,335,719
2014	\$6,139	\$485,728	\$0	\$44,727	\$0	\$0	\$0	\$536,594	\$704,314	\$0	\$94,120	\$0	\$11,789	\$416	\$810,639	\$274,045	\$1,609,764
2015	\$0	\$487,064	\$0	\$44,338	\$0	\$0	\$0	\$531,402	\$778,000	\$0	\$90,966	\$0	\$4,784	\$802	\$874,552	\$343,150	\$1,952,914
2016	\$545,584	\$671,076	\$0	\$65,929	\$843,658	\$0	\$0	\$2,126,247	\$767,184	\$0	\$119,151	\$0	\$3,988	\$9,421	\$899,744	(\$1,226,503)	\$726,411
2017	\$0	\$66,406	\$0	\$52,536	\$0	\$0	\$0	\$118,942	\$796,300	\$0	\$41,432	\$0	\$5,466	\$4,818	\$848,016	\$729,074	\$1,455,485
2018	\$708,800	\$66,406	\$0	\$49,912	\$245,470	\$0	\$0	\$1,070,588	\$821,442	\$0	\$0	\$0	\$5,547	\$15,418	\$842,407	(\$228,181)	\$1,227,304
2019	\$9,200	\$326,406	\$0	\$41,457	\$79,213	\$0	\$0	\$456,276	\$871,381	\$0	\$0	\$0	\$5,681	\$32,992	\$910,054	\$453,778	\$1,681,082
2020	\$813,609	\$324,056	\$0	\$53,611	\$217,841	\$0	\$0	\$1,409,117	\$828,009	\$0	\$29,953	\$0	\$52,943	\$10,154	\$921,059	(\$488,058)	\$1,193,024
2021	\$973	\$325,894	\$0	\$64,894	\$440,957	\$0	\$0	\$832,717	\$930,641	\$0	\$81,891	\$0	\$96,437	\$669	\$1,109,637	\$276,920	\$1,469,944
2022	\$1,818,491	\$349,517	\$0	\$77,722	\$702,750	\$0	\$0	\$2,948,480	\$965,291	\$1,689,183	\$19,484	\$0	\$52,721	\$38,550	\$2,765,228	(\$183,251)	\$1,286,693
2023	\$255,710	\$686,286	\$0	\$138,772	\$911,590	\$0	\$0	\$1,992,358	\$1,196,495	\$0	\$13,368	\$0	\$74,716	\$80,627	\$1,365,206	(\$627,151)	\$659,541
2024	\$0	\$361,075	\$0	\$205,031	\$604,175	\$0	\$247,480	\$1,417,761	\$1,339,260	\$0	\$0	\$0	\$76,451	\$58,753	\$1,474,463	\$56,702	\$716,243
2025	\$0	\$361,175	\$0	\$148,457	\$800,000	\$400,000	\$325,000	\$2,034,632	\$1,731,191	\$0	\$0	\$0	\$130,228	\$60,526	\$1,921,946	(\$112,687)	\$603,556
2026	\$0	\$360,975	\$0	\$87,500	\$900,000	\$200,000	\$900,000	\$2,448,475	\$1,731,191	\$0	\$0	\$0	\$105,250	\$60,000	\$1,896,441	(\$552,034)	\$51,522
2027	\$337,500	\$365,400	\$0	\$87,500	\$0	\$0	\$585,000	\$1,375,400	\$1,731,191	\$0	\$0	\$0	\$105,250	\$60,000	\$1,896,441	\$521,041	\$572,563
2028	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,731,191	\$0	\$0	\$0	\$0	\$0	\$1,731,191	\$1,731,191	\$2,303,754
TOTAL	\$9,008,900	\$11,472,045	\$38,446	\$1,559,400	\$5,745,654	\$600,000	\$2,057,480	\$30,481,925	\$21,689,557	\$9,087,962	\$648,897	\$0	\$894,506	\$464,758	\$32,785,680		
2026-2028	\$337,500	\$726,375	\$0	\$175,000	\$900,000	\$200,000	\$1,485,000	\$3,823,875	\$5,193,573	\$0	\$0	\$0	\$210,500	\$120,000	\$5,524,073		

ASSUMPTION

- 2027 = Ezra Phase 1 remaining payment
- Includes remaining payment schedule for \$1.658M debt service for Terminal Drive Phase 1 Reconstruction
- Administration & Operation Costs (remaining years based on 2026 Budget)
- 2026 = Donation \$900K unallocated property acquisition/redevelopment incentives. 2027 to be determined based on approved budget.
- 2026 = Donation \$200K unallocated property acquisition/redevelopment incentives. 2027 to be determined based on approved budget.
- 2026 = \$900K unallocated property acquisition/redevelopment incentives (possible Phase 2 Humble Oaks and Phase 1 Well Played); 2027 = Phase 3 Humble Oaks
- No projected remaining developer payments
- None planned with TID #3 serving as a Donor to TID's 4-6.
- Other Income (Exempt Computer Aid, Licenses and Permits, Rent, Misc) remaining years based on 2026 Budget
- Investment Income remaining years based on 2026 Budget

Actual Values as reported from Wisconsin Department of Revenue TIF Valuation Reports and Village Compiled Financial Statements

Includes \$347,000 Ezra Phase 2 and \$270,000 Well Played

Ezra Phase 3 incentive

Ezra Phase 1 remaining incentive payment

TID DATES

Creation Date: 08-09-2004
 Expenditure Period: 08-09-2022
 Termination Date: 08-09-2027

Potential TIF Affordable Housing Extension Payment


VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Wednesday, March 11, 2026

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion regarding a Tax Increment Finance Development Agreement between the Village of McFarland and Ezra Properties, LLC for Phase 2 and Phase 3 development at 4703 Terminal Drive, Tax Increment Finance District #6.

PREVIOUS ACTION:

[January 14, 2026](#). CDA unanimously recommended to the Village Board approval of Tax Increment Financing Development Incentive Applications from Ezra Properties, LLC for Phase 2 & 3 development of Humble Oaks, 4703 Terminal Drive.

[January 27, 2026](#). Village Board unanimously approved Ordinance 2025-15, an ordinance amending the Planned Development General Plan for Lots 104 and Approving the Planned Development Detailed Plan for Lots 1-2, CSM 15176, 4703 Terminal Drive.

[January 27, 2026](#). Village Board unanimously approved a Tax Increment Financing Development Incentive Applications from Ezra Properties, LLC for Phase 2 & 3 development of Humble Oaks, 4703 Terminal Drive conditioned on future approval by the Village Board of a development agreement including but not limited to the following terms:

1. *A total tax increment incentive payment of \$347,000 for Phase 2, payable within 30 days of receiving a final building occupancy permit.*
2. *Applicant to provide a Phase 2 assessment guarantee of at least \$4,123,400 as of January 1, 2027.*
3. *A total tax increment incentive payment of \$585,000 for Phase 3, payable within 30 days of receiving a final building occupancy permit.*
4. *Applicant to provide a Phase 3 assessment guarantee of at least \$4,761,700 as of January 1, 2028.*

ISSUE SUMMARY:

Included in the packet is the Development Agreement for Phase 2 and 3 construction of the Humble Oaks development, Lots 1 and 2 of CSM 15176, as prepared by the Village Attorney.

Phase 2 will include construction of a 3-story, 27-unit apartment building along with 30 underground and 25 surface parking spaces on Lot 2 of the CSM. Phase 3 will consist of a 4-story, 36-unit apartment building along with 30 underground and 40 surface parking stalls on Lot 1 of the CSM. The development agreement includes the maximum tax increment incentive loans and assessment guarantees as provided in the Village Board's January 27, 2026 motion to approve the related TIF development incentive applications.



FINANCIAL/BUDGET IMPACT:

Payment of the Phase 2 and 3 development incentives is anticipated to come from TID #3 fund balance reserves as donated to TID #6.

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

This agenda item is presented for discussion only. The agenda includes a closed session item under Wis. Stat. 19.85(1)(e) to discuss the TIF Development Agreement prior to reconvening into open session to make a recommendation to the Village Board.

ATTACHMENTS:

1. Ezra Properties Developer Agreement Phase II -III_2-26-26

**AGREEMENT TO UNDERTAKE DEVELOPMENT
BY AND BETWEEN THE
VILLAGE OF MCFARLAND AND EZRA PROPERTIES, LLC**

THIS DEVELOPMENT AGREEMENT is entered into as of the ____ day of _____, 2026 by and between the Village of McFarland, Wisconsin municipal corporation (the "Village") and Ezra Properties, LLC, a Wisconsin limited liability company (the "Developer").

WITNESSETH:

WHEREAS, §66.1105, Wis. Stats. (the "Tax Increment Law") provides the authority and establishes procedures by which the Village may exercise powers necessary and convenient to carry out the purposes of the Tax Increment Law and to cause project plans to be prepared and to implement provisions and effectuate the purposes of such plans and may finance such development through the use of tax incremental financing; and

WHEREAS, the McFarland Village Board adopted a Resolution creating Tax Incremental District No. 6 (hereinafter referred to as "TID No. 6"), and adopted a project plan (the "Project Plan") therefor, and

WHEREAS, Developer has acquired and proposes to redevelop the lands described in Exhibit A (the "Development Site") by constructing in four phases, comprised of four apartment complexes and a storage building; and

WHEREAS, the Village desires to encourage economic development and redevelopment, expand its tax base, and to create new jobs within the Village and TID No. 6, which includes the Development Site; and

WHEREAS, the Developer has completed construction of Phase I of the Development pursuant to a development agreement dated May 13, 2019 (the "Phase I Agreement") and intends to proceed with the development of Phases II and III thereof;

WHEREAS, as an inducement to Developer to undertake Phases II and III of the Development on the Development Site and, in order to achieve the objectives of TID No. 6, the Village intends to provide economic development assistance to Developer to provide for the gap between the Developer's available and borrowed funds and the cost of the Development, in accordance with this Development Agreement; and

WHEREAS, the governing body of the Village has authorized this Development Agreement providing for certain duties and responsibilities of the Village and the Developer relating to Developer's construction of the Development; and

WHEREAS, the Village finds that the redevelopment of the Development Site and the fulfillment of the terms and conditions of this Development Agreement further the goals of TID No. 6 by constructing new improvements which will increase the value of the Development Site for property tax purposes and add incremental value to TID No. 6, thus fulfilling public purposes in accordance with state and local law; and

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

I. DEFINITIONS; EXHIBITS.

- A. **Definitions.** As used in this Development Agreement, the following terms when having an initial capital letter shall have the following meanings:
1. Agreement. This Development Agreement between the Village and Developer, as amended and supplemented from time to time.
 2. Developer. Ezra Properties, LLC, and its successors and assigns.
 3. Development. The development of Phases II and III of the development of the Development Site, consisting of the Phase II Construction and Phase III Construction as defined below, along with appropriate site enhancements, all as more fully described in Exhibit "B" attached to this Agreement.
 4. Eligible Costs. The hard costs of the Development for which the proceeds of the TIF Loan granted under Article II may be used, as set forth in Exhibit "C."
 5. Development Site. The land described in Exhibit "A."
 6. Phase II Construction. The construction of a 27-unit, approximately 36,700ft² apartment building on the Phase II Parcel.
 7. Phase III Construction. The construction of a 36-unit, approximately 48,900ft² apartment building on the Phase III Parcel.
 8. Phase II Parcel. that portion of the Development Site described as Lot 2, Dane County Certified Survey Map No. 15176 depicted on Exhibit B.
 9. Phase III Parcel. That portion of the Development Site described as Lot 1, Dane County Certified Survey Map No. 15176 depicted on Exhibit B.
 10. Plans and Specifications. The construction plans and specifications for each phase of the Development, as approved by the Village in connection with the redevelopment of the Development Site and the issuance of building permits for the Development.
 11. TID No. 6. Tax Incremental District No. 6, Village of McFarland, Wisconsin.
 12. Tax Increment Law. Wis. Stats. §66.1105, as may be amended from time to time, as such amendments may apply to TID No. 6.
 13. Tax Increments. The tax increments derived from the Development which have been received and retained by the Village in accordance with the provisions of the Tax Increment Law.

B. **Exhibits.** The following exhibits are hereby attached to and incorporated into this Agreement:

Exhibit "A" Development Site
Exhibit "B" Development Description
Exhibit "C" Phase 2 & 3 TIF Application
Exhibit "D" Business Note
Exhibit "E" Real Estate Mortgage
Exhibit "F" Guarantees

II. TIF FINANCING

A. **The TIF Loan.** In order to induce Developer to undertake and complete the Phase II Construction and the Phase III Construction, the Village agrees to provide Developer with economic development assistance through tax increment financing pursuant to Wis. Stats. §66.1105 in the form of a loan for each such phase in an aggregate amount of up to \$932,000 (the "TIF Loans"). The TIF Loans shall be utilized solely to pay for project costs, as defined in Wis. Stats. §66.1105(2)(f) and as specified in the project plan for TID No. 6 including those identified in Attachment A to the Developer's applications for TIF assistance attached hereto as Exhibit C, incurred by Developer for work done at the Development Site for purposes directly related to the redevelopment and construction of the Development. In no event shall any portion of the TIF Loans be used to pay general property taxes or to reimburse the Developer or any other person or entity for the payment of general property taxes. The above amount constitutes the maximum amount of the TIF Loans available for both Phases II and III of the development of the Development Site. Under no circumstances may the amount of the TIF Loans exceed \$347,000 for Phase II or \$585,000 for Phase III.

B. The Village's obligation to disburse any amounts of the TIF Loans shall be conditioned upon all of the following:

1. Developer shall have the power and authority to enter into this transaction, to execute, deliver and perform this Agreement, to execute and deliver each and every instrument and otherwise to consummate the transaction herein contemplated. Neither the execution, delivery nor the performance of this Agreement by Developer will result in the breach of any of the contract, covenant or agreement or judgment or decree by which Developer is then bound or affected.
2. The Developer shall hold fee simple title to the Development Site at the time of disbursement.
3. Developer shall not be the subject of any legal proceedings in foreclosure, reorganization, assignment for the benefit of creditors, receivership, bankruptcy or insolvency.
4. The Development and the Development Site shall be in full compliance with all applicable State, Federal and local laws, ordinances and regulations, or a compliance plan acceptable to the Village shall be in effect to achieve such compliance.

5. The Developer and the Development shall be in full compliance with this Agreement and all other development agreements between the parties relating to the Development.
 6. As to the Phase II Loan, the Phase II Construction shall be substantially completed in accordance with the approved Plans and Specifications, and a full occupancy permit shall have been issued not later than December 31, 2026. As to the Phase III Loan, the Phase III Construction shall be substantially completed in accordance with the approved Plans and Specifications, and a full occupancy permit shall have been issued not later than December 31, 2027. For purposes of this subparagraph only, the timely submittal of a complete application for an occupancy permit demonstrating entitlement to such permit shall be deemed sufficient to satisfy the occupancy permit requirement.
- C. The Village agrees, on the terms and subject to the conditions contained in this Agreement, to disburse each TIF Loan to Developer upon Developer's demonstration of compliance with the applicable requirements of Section II.B for that construction phase.
- D. To request disbursement of a TIF Loan, Developer shall submit to the Village a written statement itemizing the Eligible Costs paid by the Developer for which payment from the respective TIF Loan is requested, along with the following written documentation reasonably satisfactory to the Village:
1. A certification signed by the Developer's project engineer certifying that in his or her professional opinion the Eligible Costs paid by Developer are fair and reasonable.
 2. A written statement in a form reasonably satisfactory to the Village signed by the Developer stating that, in his or her professional opinion, the expenses paid are lawful project costs as defined in Wis. Stats. §66.1105(2)(f) and as specified in the project plan for TID No. 6.
 3. Documentation demonstrating that lien waivers have been given for each and every contractor, subcontractor and material supplier for all costs incurred for the Phase II Construction or Phase III Construction, as applicable.
 4. Documentation in a form reasonably acceptable to the Village confirming Developer's compliance with the position opening requirements of Wis. Stats. §66.1105(6c).
 5. A fully executed business note for the TIF Loan in the form attached hereto as Exhibit "D."
 6. A fully executed mortgage securing the TIF Loan in recordable form in substantially the form attached hereto as Exhibit "E."
- E. **Subordination.** The Village's mortgages in the Phase II Parcel and Phase III Parcel arising in connection with this Agreement shall be subordinate to a first mortgage and related security interests to secure a letter of credit or loan in the original principal sum not to exceed Five Million Two Hundred Forty-Eight Thousand Dollars (\$5,248,000) in the aggregate as

to the Phase II Parcel and Six Million One Hundred Twenty Thousand Dollars (\$6,120,000) in the aggregate as to the Phase III Parcel. Upon reasonable request by Developer or its lender, the Village shall execute a recordable instrument evidencing such subordination. The Village's subordination agreement shall not apply to any subsequent advances made by the first mortgage lender regardless of the terms of the loan documents, without the written consent of the Village.

F. **Insurance Policies.** Developer shall furnish to the Village certificates of insurance for all insurance policies required to be delivered under this Agreement. The policies shall include the following:

1. A commercial general liability insurance policy against all claims for personal injury, death or property damage for which Developer might be liable, occurring upon, in or about the Development Site to the limit of not less than \$5,000,000 of combined single limit coverage. Such coverage shall be "first dollar" coverage without self-insured retention unless otherwise approved by the Village in writing.
2. A policy insuring the Development Site (including construction in progress), in an amount at least equal to the full replacement value thereof, without deduction for depreciation, against damage or destruction by fire, wind storm and any other loss or damage customarily insured in comparable structures. The minimum insured value shall, in all cases, be at least equal to the Guaranteed Values for each phase as specified in Section III.D. of this Agreement.

III. DEVELOPMENT OBLIGATIONS.

A. **Completion of Development.** The Developer shall cause the Development to be constructed in accordance with the Development Description, attached hereto as Exhibit B, the project description contained in Exhibit C and the approved final Plans and Specifications except as modified by written approval of the Village.

B. **Operation and Management.** Developer shall, prior to entering into a lease for any unit within the Development, and continuing for such time as any portion of the TIF Loan remains unpaid, contract with a professional real estate management company for the pricing, rental and management of the Development.

C. **Disclaimer of Relationships.** Developer acknowledges that nothing contained in this Agreement or any contract between Developer and the Village or any act by the Village or any third parties shall be deemed or construed by any of the parties or by third persons to create any relationship of third-party beneficiary, principal, or agent; limited or general partnership or joint venture or of any association or relationship involving the Village.

D. **Guarantee of Values.**

1. Developer agrees to construct the 27-unit multi-family residential building on the Phase II Parcel, and to assure that the assessed value of the Phase II Parcel (land and improvements) as of January 1, 2027, as determined under Wis. Stats. §70.32(1), shall be not less than \$4,123,400 (the "Phase II Guaranteed Value"). Developer agrees to construct the 36-unit multi-family residential building on the Phase III Parcel, and to

assure that the assessed value of the Phase III Parcel (land and improvements) as of January 1, 2028, as determined under Wis. Stats. §70.32(1), shall be not less than \$4,761,700 (the "Phase III Guaranteed Value"). The Phase II Guaranteed Value and the Phase III Guaranteed Value are collectively referred to herein as the "Guarantee Values"). For avoidance of doubt, the Guaranteed Values apply to taxable new buildings and site improvements constructed or installed after the date hereof, and do not include the value of any existing buildings, structures or improvements on the Development Site.

2. If the taxable assessed value of Phase II Parcel or Phase III Parcel as of January 1 of any year, beginning with the year the in which the guarantee first applies, is less than the applicable Guaranteed Value, Developer shall pay to Village a sum which is the difference between the general property taxes, if any, actually generated based on the assessed value of the Phase II Parcel and/or Phase III Parcel (as applicable) in that year and the amount of general property taxes that would have been generated by the respective parcel if such parcel had a taxable fair market value equal to the Guaranteed Value for that parcel. Said payment shall be calculated in each year for which the taxable assessed value is less than the Guaranteed Value and shall be payable in equal installments on or before January 31 and July 31 next following the year in which the valuation shortfall occurred.
- E. **Personal Guaranty.** The parties acknowledge that the Village is relying on the professional ability and personal investment of Developer and Developer's principal, Ryan Quam, in entering into this Agreement and that such personal involvement is part of the consideration for this Agreement. Ryan Quam (the "Guarantor") agrees to guaranty to the Village the prompt payment and performance of all obligations of Developer under this Agreement. Concurrently with the execution of this Agreement, the Guarantor shall fully execute and provide to the Village documentation of such guarantees in the form attached hereto as Exhibit "F."
- F. **Application of Funds.** Tax increments generated by the Phase II Parcel and Phase III Parcel shall be applied by the Village toward retirement of the respective TIF Loan for that phase as identified in Section II.A. of this Agreement until the earliest of (1) the full repayment of the entire balance of the TIF Loan (2) the statutorily established termination date of TID No. 6 without any extensions thereof or (3) termination of this Agreement by mutual agreement or as a result of a default by Developer.
- G. **Financial Disclosure.** Developer and the Guarantor shall furnish a current financial statement certified to be true, correct and complete effective January 1, 2026, and annually effective each January 1, thereafter until the termination of this Agreement. Such financial statements shall be delivered to the Village by March 31 of each such year. This financial statement shall be deemed to be records obtained under pledge of confidentiality. In the event of an open records request for information regarding this Development, the Village shall immediately give Developer written notice to allow the Developer to seek a protective order or other appropriate remedy.
- H. **Loan Due on Sale.** The TIF Loans to Developer shall become fully due and payable upon the transfer of any portion of the Development Site to a third party or upon the transfer of a controlling interest in Developer to any third party. Developer covenants and agrees to notify

the Village prior to any such transfer.

- I. **Village Fees.** The Development is subject to fees in lieu of parkland dedication and to impact fees. Developer shall pay such fees to the Village at the same time and on the same schedule as other such development in the Village is required to pay such fees.

IV. **REMEDIES.**

- A. **General.** In the event of any default in or breach of this Agreement or any of its terms of conditions by any party hereto or any successor in interest to such party, such party or successor shall have the right to cure or remedy such default or breach within thirty (30) days of written notice thereof, unless a longer term is specified or unless such default or breach requires more than the payment of money to cure and cannot reasonably be cured or remedied within such thirty (30) day period, in which case, no default or breach shall be deemed to exist if the party alleged to be in default immediately commences to cure the default and diligently continues to take such reasonable action as are necessary to effect a complete cure as soon as practicable thereafter. In case such default is not timely cured, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure the default or breach, including but not limited to proceedings to compel specific performance by the party in default or breach of its obligations. Nothing in this Agreement shall be construed to, in any way, affect or control the Village's exercise of its police power.
- B. **No Waiver by Delay.** Either party shall have a right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement. Any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or deprive it of or limit such rights in any way (it being the intent of this provision that neither party shall feel compelled to institute legal action so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of waiver, laches, or otherwise at a time when it may still hope otherwise to resolve the problems created by the default informally); nor shall any waiver made by a party with respect to any specific default by the other party under this section be considered or treated as the waiver of the rights of the non-defaulting party with respect to any other defaults by the defaulting party under this section or with respect to the particular default except to the extent specifically waived in writing.
- C. **Force Majeure.** For the purposes of any provisions of this Agreement, neither Developer and any successor in interest nor the Village shall be considered in breach or default of its obligations with respect to the beginning and completion of construction or progress in respect thereto to the extent delay in the performance of such obligations is due to unforeseeable causes entirely beyond its control and without its fault or negligence, including but not restricted to acts of God, acts of the public enemy, acts of the federal government, fires, floods, epidemics, quarantine restrictions, unforeseen site conditions, strikes, embargoes, and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of this provision, that in the event of the occurrence of any such forced delay, the times of performance of any of the obligations of Developer with respect to construction of the Development shall be extended for the period of the forced delay.

- D. **Rights and Remedies Cumulative.** The rights and remedies of the parties to this Agreement whether provided by law or provided by the Agreement shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at the same or different times of any other such remedies for the same event of default or breach or of any of its remedies for any other event of default or breach by any other party.
- E. **Cancellation of Insurance.** Developer shall assure that any insurance policies issued hereunder shall provide the Village with 30 days' prior notice of cancellation of any such insurance policy.
- F. **Indemnification.** Developer and its successors and assigns shall indemnify, save harmless and defend the Village and its officers, agents, attorneys, consultants and employees of and from any and all liability as well as from lawsuits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including attorneys costs and fees, for claims of any character including liability and expenses in connection with the loss of life, personal injury or damage to property or any of them because of injuries or damages received or sustained by any persons or property on account of or arising out of the approval or construction of the Development or any part thereof occasioned wholly or in part from any act or omission on Developer's part or on the part of Developer's agents, contractors, subcontractors, invitees or employees, at any time.
- V. **NON-DISCRIMINATION.** Developer for itself, its successors, and assigns, agrees that in the performance of all obligations under the terms and conditions of this Agreement that neither the Development nor any portion thereof shall be used by any party in any manner to permit unlawful discrimination or unlawful restriction on the basis of race, creed, ethnic origin or identity, color, gender, marital status, familial status, age, handicap, sexual orientation, or national origin and the construction and operation of the Development shall be in compliance with all laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds as may be in effect from time to time.

VI. GENERAL PROVISIONS.

- A. **Wisconsin Law.** This Agreement shall be deemed to have been made in the State of Wisconsin and its validity, construction, performance, breach, and operation shall be governed by the laws of the State of Wisconsin. No provision of this Agreement shall be construed to require the Village to take any action in violation of law.
- B. **Approvals.** Whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are authorized or required such approvals, authorizations, determinations, satisfactions, or waivers shall be effective and valid only when given in writing by the officers of the Village authorized by law to give such approval and deliver to the party to whom it is directed at the address specified hereunder.
- C. **Parties and Interests: Survival of Agreements.** Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association, or corporation shall acquire or have any rights hereunder by virtue hereof. All representations and agreements in this Agreement shall remain operative and at full force and effect regardless of any investigation made by or on behalf of any successors and assigns following construction.

- D. **Binding Effect.** The parties respectively bind themselves, their partners, successors, assigns and legal representatives to the other parties to this Agreement, and to the partners, successors, assigns and legal representatives such other parties with respect to all provisions of this Agreement. Each of the Developer's obligations within this Agreement shall run with title to the Development Site and shall be binding on such Developer's heirs, successors and assigns. Either party may record this Agreement or a memorandum providing notice hereof.
- E. **Assignment.** No party may assign its rights and obligations under this Agreement without the written consent of the other.
- F. **Notices.** All notices, demands, certificates, or other communications under this Agreement by any party to any other party shall be sufficiently given or delivered if it is dispatched by registered or certified mail postage pre-paid return receipt requested or delivered personally to the parties at their addresses as follows:

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

To Developer:
 Ezra Properties, LLC
 4604 Sigglekow Road, Suite A
 McFarland, WI 53558

With a copy to:

With a copy to:

Allen D. Reuter
 Reuter, Whitish & Evans, S.C.
 4600 American Parkway
 Suite 104
 Madison, WI 53703

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

- G. **Counterparts.** This Development Agreement may be executed in any number of counterparts, each of which shall constitute an original.
- H. **Amendments.** This Development Agreement may be supplemented or amended only by written instrument executed by the parties affected by such supplement or amendment.
- I. **Severability.** If any term or provision of this Agreement or any exhibit hereto or the application thereof to any person or circumstance shall, to any extent, be invalid, unlawful, or otherwise unenforceable, the remainder of this Agreement and exhibits or the application of such term or provision to persons or circumstances other than those to which it is determined invalid, unlawful, or otherwise unenforceable shall not be affected thereby and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- J. **Captions.** The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of this Agreement.
- K. **Reserved Powers.** Developer understands and acknowledges that as a governmental entity,

the Village cannot surrender its governmental authority by contract, and nothing in this Agreement shall be construed to preclude or limit the exercise by the Village of any governmental authority vested in it by law.

- L. **Authority of Signatories.** The Developer warrants and represents that the individual(s) signing on behalf of Developer are duly authorized, in the capacity indicated in the signature blocks forming a part of this Agreement, to sign this Agreement on behalf of Developer, and such signatures are sufficient to bind Developer hereto. The individuals so signing make the same warranties and representations in their individual capacities.
 - M. **Neutral Construction.** The parties acknowledge that this Agreement is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against either party because that party's attorney drafted this Agreement or any part hereof.
- VII. ESTOPPEL CERTIFICATES.** The Village shall, within twenty (20) days of receipt of written request, furnish promptly a written statement to Developer, addressed to Developer's mortgage lender or potential mortgage lender stating the amount of Developer's remaining liability under this Agreement and whether there are any events of default or circumstances which could with the passage of time become events of default known to the Village and a description of those circumstances which are known to constitute or potentially constitute a default.
- VIII. VILLAGE AUTHORIZATION.** The execution of this Agreement was authorized by Resolution adopted on _____ by the Village Board of the Village of McFarland.

Signatures to follow on next page.

EXHIBIT A

DEVELOPMENT SITE

Lots 1, 2, 3 and 4 of Dane County Certified Survey Map No. 15176, recorded in the office of the Register of Deeds for Dane County in Vol. 107 of Certified Survey Maps on Pages 314 through 318 as Document No. 5501928, in the Village of McFarland, Dane County, Wisconsin.

CERTIFIED SURVEY MAP # 15176

PART OF LOT 1, ASSESSOR'S PLAT No. 4, TOWN OF BLOOMING GROVE IN THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, AND PART OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, ALL OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 10 EAST, IN THE VILLAGE OF McFARLAND, COUNTY OF DANE, STATE OF WISCONSIN.

C.S.M. No. 15176

Doc. No. 5501928

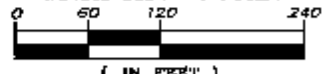
Vol. 107 Page 314

LABL.	WIDTH	EASEMENT	DOCUMENT No.	RECORDED
E1	30'	R-G-WY GRANT-LUE	1305247	12/10/1998

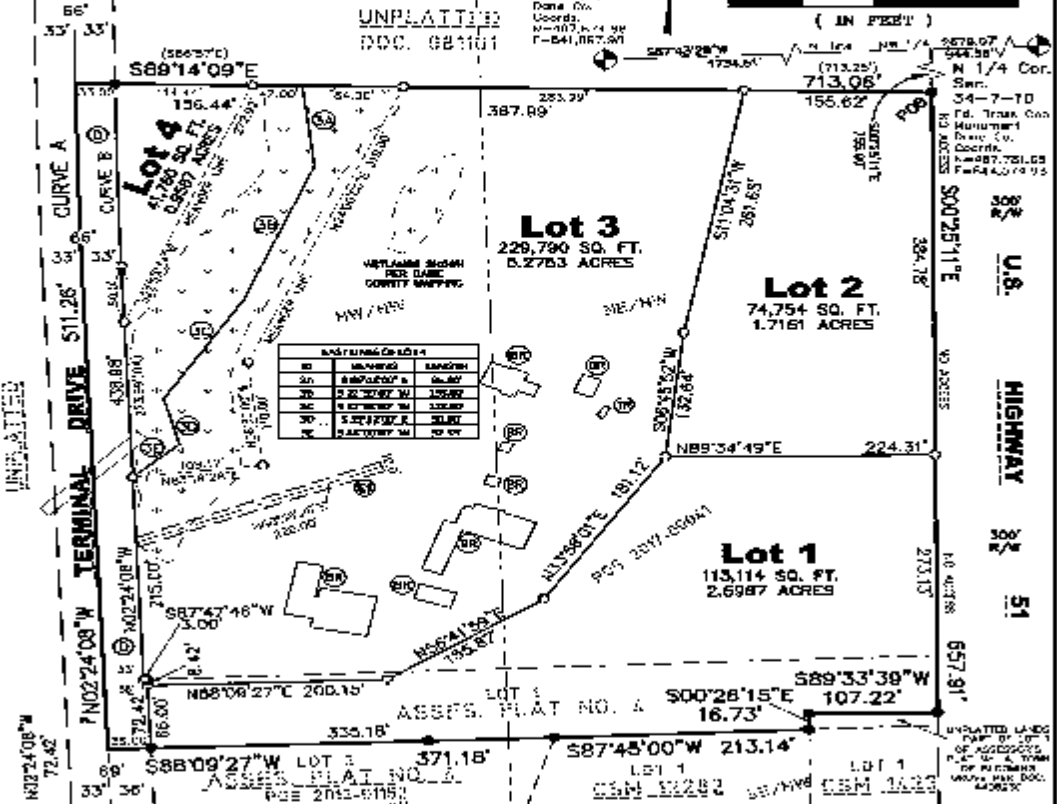
CURVE	LENGTH	RADIUS	CURVATURE	CHD LENGTH
A	154.52'	11458.35'	N 02°34'20" W	154.52'
B	102.30'	11458.35'	N 02°34'30" W	102.30'

BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NW 1/4 OF SECTION 34, WHICH BEARS SOUTH 87°32' WEST ON THE DANE COUNTY COORDINATE SYSTEM.

GRAPHIC SCALE



NW Cor. Sec. 34-7-10
 Ed. Gross Cap Monument
 Dane Co. Coords.
 N=207,874.74 W
 E=-841,087.91

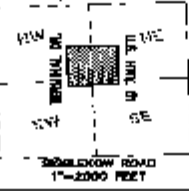


EXISTING UTILITIES

ID	DESCRIPTION	LENGTH	DATE
10	12" WATER	15.00'	12/10/98
20	8" WATER	15.00'	12/10/98
30	4" WATER	15.00'	12/10/98
40	4" WATER	15.00'	12/10/98
50	4" WATER	15.00'	12/10/98

NOTE: Lot 1 of Assessor's Plat No. 4 - Township of Blooming Grove referenced herein has been incorrectly referred to as "Lot 1" in various deeds and other recorded documents. There are no designations on said recorded Plat that the lots are "outlots".

VICINITY MAP



- LEGEND**
- 1" IRON PIPE FOUND
 - 3/4" x 24" REBAR WEIGHING 1.5 LBS/FOOT
 - ⊙ DEDICATED TO THE PUBLIC FOR ROAD PURPOSES. 22,483 SQ. FT. (0.5091 ACRES)
 - ⊖ BUILDING TO BE RAZED
 - ⊕ UNDERGROUND TANK TO BE REMOVED
- (XX XX) RECORDED AS DATA

QUAM ENGINEERING, LLC

4804 SIGGELKOW RD, STE. A, McFARLAND WI, 53558
 608-838-7750 www.quamengineering.com
 Project # RQ-05-17 Date: 7/3/18



EXHIBIT B DEVELOPMENT DESCRIPTION

Existing Site

The Development Site is located at 4703 Terminal Drive and is comprised of four lots totaling approximately 11.1 acres created by Dane County Certified Survey Map No. 15176. The property is bounded on the west by Terminal Drive and on the east by the USH 51 right-of-way. The site is currently occupied by a single-family residence, a garage and several outbuildings with significant outdoor storage of used vehicles and equipment. Lot 3 of the CSM has been developed as Phase I of the project with the following amenities:

- A 27-unit residential apartment building constructed with premium grade construction materials, including underground parking facilities;
- A 2,800 ft² storage building;
- A dog park;
- A dog washing station;
- A boardwalk creek crossing;
- Landscaping improvements;

Proposed Development

The proposed development shall be in compliance with the approved Planned Development General Plan for Phases 1-4 and Detailed Plan for Phases 2 and 3 as approved by the Village Board on January 27, 2026, Ordinance 2025-15. The proposed development consists of Phases II and III of the overall development. Phase II will involve the construction of a 3-story, 27-unit apartment building along with 30 underground and 25 surface parking spaces on Lot 2 of the CSM. Phase III will consist of a 4-story, 36-unit apartment building along with 30 underground and 40 surface parking stalls on Lot 1 of the CSM.

Building Details

The apartment units will range in bedroom size and square footage according to the floor plans previously submitted to the Village by Developer, but will all have access to the same common areas and amenities provided for within the Development.

The underground parking area include parking stalls, unit storage areas, and refuse area.

EXHIBIT C

PHASE II & III TIF LOAN APPLICATIONS

**TAX INCREMENT FINANCING
DEVELOPMENT INCENTIVES
APPLICATION**



Application ID: 2025 (Year) - 01 (#) to be completed by Village Community Development Director upon submittal

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

A. APPLICANT INFORMATION

Project Name: Ezra Properties - Phase 2 - 27 Unit Apartment Building

Applicant: Ezra Properties, LLC

Mailing Address: 4604 Siggelkow Road, Suite A

Primary Contact: Ryan Quam Telephone: 608-838-7750

Email: rquam@quamengineering.com Fax: 608-838-7752

Legal Entity: Individual(s) Joint Tenants Tenants in Common
 Corporation LLC Partnership Other: _____

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

Will new entity be created for ownership? No Yes

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

No Yes, if yes, give the name and relationship of the employee: _____

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

Name Title/Company Email Phone #

B. PROPERTY INFORMATION

Parcel(s) Address: 4703 Terminal Drive (Village to provide new address)

Parcel(s) Tax Number: 154/0710-342-8245-1

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

If no, current owner is: _____

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

documentation and note the expiration date here: _____

Total Lot Size: 74754 square feet

Parcel Contains Existing Buildings? No Yes

If yes, indicate Total Building Size _____ sq.ft.

Most recent property assessment (PA):

\$ 123,400 Land \$ 0 Improvements \$ 123,400 Total

Existing Uses: Empty Lot

Existing Zoning: Planned Development

Existing Uses, Adjacent Parcels: Terminal N Storage S Highway 51 E Planned Development W

Existing Zoning, Adjacent Parcels: Terminal N Storage S Highway 51 E Planned Development W

Will a zoning change be requested? No Yes

If yes, indicate new zoning Amend the PUD General Plan

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

Village Site Design, Erosion Control and Stormwater Management, WDNR WRAPP

Existing Mortgage Holder: Ezra Properties, LLC

Contact Person & Phone Number: Ryan Quam (608)838-7750

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

If yes, explain: _____

C. PROJECT/BUSINESS INFORMATION

The proposed project is: An Improvement to Existing Business A New Business(s)
 Business Relocation Residential Development Other

Project Description. Include any plans or illustrations prepared for the project, if available. At a minimum, a concept plan shall be submitted with the application.

See General Development Plan. Phase 1 was completed in 2019. Phase 2 is proposed as a 27 unit apartment building. Phase 3 includes the addition of a 36 unit apartment building. Phase 4 includes the removal of the existing house and addition of a 27 unit apartment building.

Will the project incorporate any "sustainability" or "green design" concepts? Describe.

~~Erosion control and stormwater management requirements will be met. Many existing trees will be protected so they can remain.~~

Current annual revenue: \$ N/A Estimated annual revenue: \$ N/A

Current annual expenses: \$ N/A Estimated annual expenses: \$ N/A

Business Plan and/or Marketing Plan attached? No Yes

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

Describe the project schedule.

Final Plan/Specification Preparation Date: Oct 30, 2025

Preliminary Construction Start Date: April 1, 2026

Preliminary Construction Completion Date: Oct. 31, 2026

Date Occupied or Opened: Nov. 1, 2026

Number of principal buildings and estimated square footage: 36,700 floor area

Estimated equalized assessed valuation after project completion (EAV)

\$ 123,400 Land \$ 4,000,000 Improvements \$ 4,123,400 Total

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

Pre-improvements: \$ 123,400 PA x 0.01643913 Mill Rate = \$ 2,028.59 Total (A)

Post-improvements: \$ 4,123,400 PA x 0.01643913 Mill Rate = \$ 67,785.11 Total (B)

Additional increment (B-A) = \$ 65,756.52

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

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

Will the proposed project result in the relocation of economic activity from an adjacent community?

No Yes

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

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

One and two bedroom units as well as two bedroom with loft units to be rented by qualified tenants.

Who will own and operate the developed property? Ezra Properties

Do similar businesses/uses already exist in McFarland?

No Yes, if yes, indicate 27 unit apartment buildings at 4606 Siggelkow Road and 4703 Terminal Drive.

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

The proposed phase will be higher in elevation to offer views and will be further from Terminal Drive and therefore more private.

Current and Created Jobs by Annual Wage Range (Full Time ≥ 30 hrs/week).

\$0-\$19,000

_____ Full Time (current) _____ Part Time (current) _____ FT (created) _____ PT (created)

\$20,000-\$39,000

_____ Full Time (current) _____ Part Time (current) _____ FT (created) _____ PT (created)

\$40,000-\$59,000

_____ Full Time (current) _____ Part Time (current) _____ FT (created) _____ PT (created)

\$60,000+

_____ Full Time (current) _____ Part Time (current) _____ FT (created) _____ PT (created)

Average per hour wage rate of all employees (not including benefits) \$ N/A

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

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

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

Project will have minimal impact on neighbors which are terminal storage, and contractor/office properties.

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

Ryan Quam was a Village Board member with TID #3 was formed. Quam Engineering, LLC and Waubesa Village, LLC are businesses owned by Ryan Quam and located in McFarland.

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

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

The sanitary sewer, water main, storm sewer, detention and infiltration ponds, shared driveway, boardwalk, and driveway were completed during the phase 1 apartment building project. Public financing is required to overcome blight and unique site costs and to meet bank loan financing requirements.

D. TIF REQUEST

State the total amount of TIF assistance being requested: \$ \$347,000 (phase 2)

State the form of incentives requested:

- Developer Loan (pay-as-you-go) Traditional Loan Tax Increment Loan at Occupancy
 Tax Increment Loan at Project Start Other _____

State the need and justification for TIF assistance. Explain how the applicant intends to demonstrate compliance with the "but for" test. Substantiate that other alternative methods of financing have been thoroughly explored.

A higher level of construction materials are being proposed to attract tenants and to overcome the blighted conditions of the overall area. The unique site requires irregular development costs such as tree removal, mass grading, sanitary sewer extension, public water main extension, storm sewer extension, shared driveway extension, shared sidewalk extension, deepened garage, exposed garage wall, importing of materials, pond construction, restoration of steep slopes, Village engineer inspection, Village attorney reviews, etc. The bank will require a minimum of 20% owner contribution which will require TIF assistance to be a part of the 20% owner contribution.

In order to demonstrate compliance with the "But For" test, the applicant will provide costs for higher level construction materials, and the unique site development costs. The applicant will also provide the business plan proforma.

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

- Land Acquisition/Survey Environmental Audits Site Grading
 Demolition/Remediation New Construction Rehabilitation/Expansion
 Utility Improvements Parking/Access Landscaping
 Recreation/Conservation Professional Services Financing Costs
 Other _____

E. PROJECT BUDGET AND FINANCIAL STRATEGY

Project Costs	Amount (\$)	Source(s) of Financing
Property Acquisition		Applicant, Bank Loan, and TIF Loan
Environmental testing/remediation	See	Applicant, Bank Loan, and TIF Loan
Demolition	Attached	Applicant, Bank Loan, and TIF Loan
Construction of new building(s)	Cost	Applicant, Bank Loan, and TIF Loan
Site Improvements	Schedule	Applicant, Bank Loan, and TIF Loan
Renovation of existing structures		
Cost of installation of machinery/equipment		
Architectural/Engineering fees		Applicant, Bank Loan, and TIF Loan
Legal & other professional fees		Applicant, Bank Loan, and TIF Loan
Permit fees		Applicant, Bank Loan, and TIF Loan
Financing fees		Applicant, Bank Loan, and TIF Loan
Developer fees		Applicant, Bank Loan, and TIF Loan
Other (please specify)		
Total Project Costs		

Budget source: Developer Arch/Eng Contractor Other _____

Sources of Financing	Amount (\$)	Percent of Total Costs
TIF	347000	5.29 %
Equity	965000	14.71 %
Loans	5248000	80.00 %
Grants		%
Other (please specify)		%
Total Project Costs	6560000	100.0 %

Lender for Project if in addition to the Village: Lake Ridge Bank

Officer Matt Karnick Phone (608)395-2329 Email mkarnick@lakeridge.bank

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

Grant Sources: _____ Grant Amount: _____

Grant Officer: _____ Phone _____ Email _____

Application Status: _____

Date of Grant Announcement: _____

F. APPLICANT CERTIFICATION AND ACKNOWLEDGEMENT

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

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

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

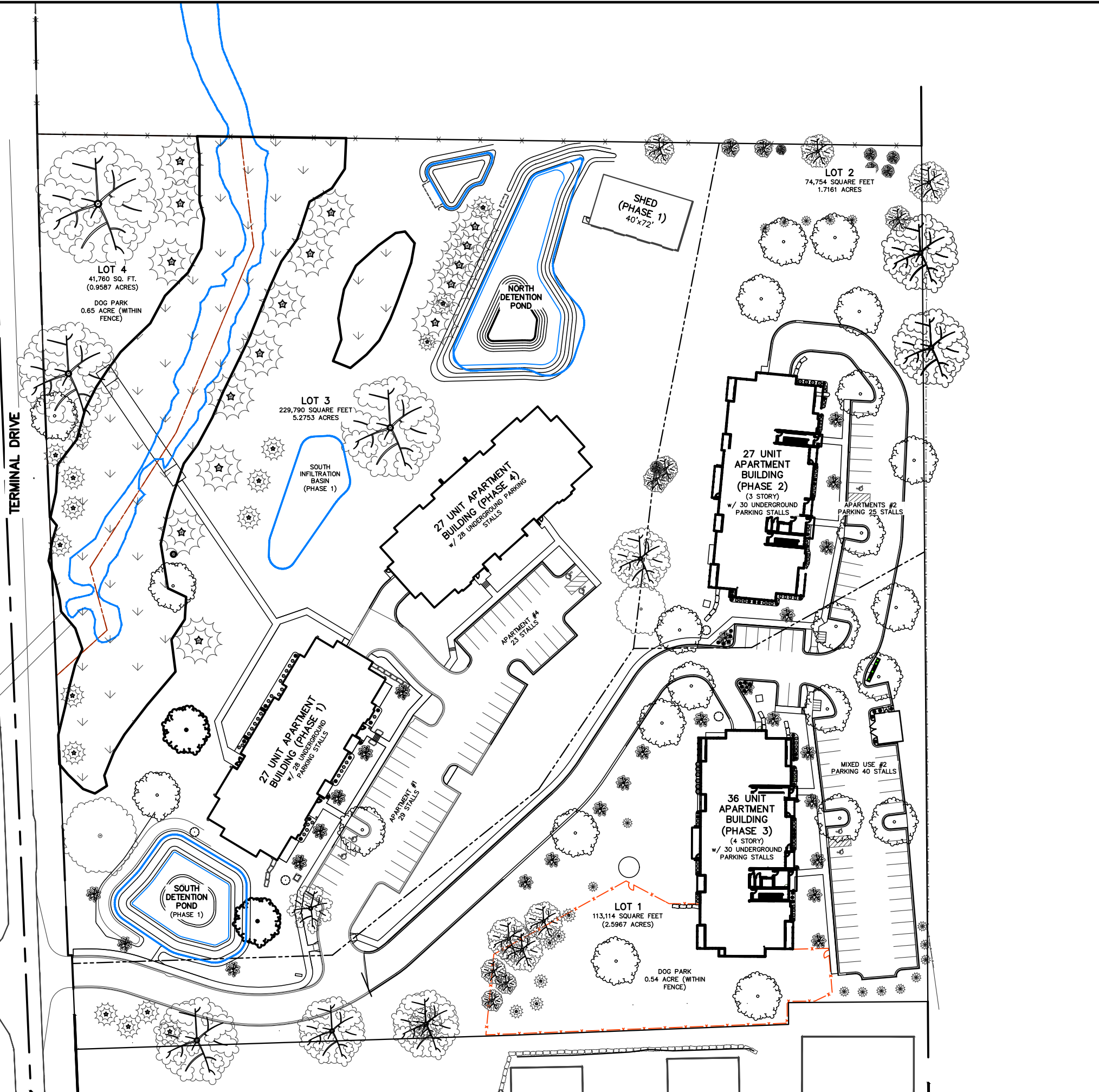
I certify that financial, insurance, and project assurances will be required as part of the final development agreement to be negotiated with the Village upon preliminary approval of this application. These may include, but are not limited to, assessment guarantees, letters of credit, personal or corporate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

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

Applicant Ezra Properties by Ryan Okun Title Managing Member

Signature [Signature] Date Nov. 3, 2025

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



BUILDING INFORMATION			
BUILDING	# OF STORIES	BUILDING FOOTPRINT (SF)	GROSS FLOOR AREA (SF)
PHASE 1 APARTMENTS	3 + UNDERGROUND PARKING	11310	45240
PHASE 2 APARTMENTS	3 + UNDERGROUND PARKING	11310	45240
PHASE 3 APARTMENTS	4 + UNDERGROUND PARKING	11310	56550
PHASE 4 APARTMENTS	3+ UNDERGROUND PARKING	11310	45240

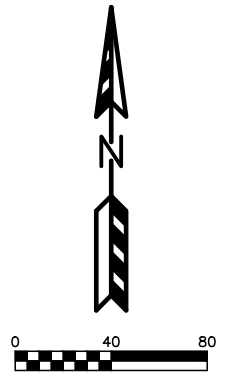
LOT INFORMATION	
LOT #	AREA (ACRES)
1	2.7431
2	1.6047
3	5.2403
4	0.9587

TIME SCHEDULE:

PHASE 1 SEPTEMBER 1, 2019 - MAY 31, 2020	CONSTRUCT PHASE 1 APARTMENT BUILDING AND ASSOCIATED UTILITIES, SHARED DRIVEWAY, PARKING LOT, AND SIDEWALKS.
PHASE 2 DECEMBER 16, 2025 - DECEMBER 30, 2026	CONSTRUCT PHASE 2 27-UNIT APARTMENT BUILDING AND ASSOCIATED UTILITIES, SHARED DRIVEWAY, PARKING LOT, AND SIDEWALKS, AND RESTORE DISTURBED AREAS.
PHASE 3 MAY 1, 2026 - FEBRUARY 28, 2027	CONSTRUCT PHASE 3 36-UNIT APARTMENT BUILDING AND ASSOCIATED PARKING LOT AND SIDEWALKS AND RESTORE DISTURBED AREAS.
PHASE 4 TO BE DETERMINED	CONSTRUCT APARTMENT BUILDING AND ASSOCIATED PARKING LOT AND SIDEWALKS AND RESTORE DISTURBED AREAS.

US HIGHWAY 51 51

TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN
CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE
 TDD (FOR THE HEARING IMPAIRED) (800) 542-2289
 WS. STATUTE 182.0175 (1974) REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE



HUMBLE OAKS
 GENERAL DEVELOPMENT PLAN (2025 UPDATE)
 C-2
 DATED: NOVEMBER 3, 2025

QUAM ENGINEERING, LLC
 Residential and Commercial Site Design Consultants
 www.quamengineering.com
 4604 Siggelkow Road, Suite A - McFarland, Wisconsin 53558
 Phone (608) 838-7750; Fax (608) 838-7752

TIF ELIGIBLE COST ESTIMATE

Phase 2 and 3 Items

Description	Total
Village Attorney Review of Developers Agreement	\$25,000
MMSD Connection Fee (\$234.78/1,000 sq. ft. at 189,391 sq. ft.)	\$45,000
Archaeology Permitting and Monitoring	\$15,000
Tree Removals	\$12,000
Sanitary Sewer Extension	\$34,000
Water Main Extension	\$55,000
Public Water Main Observation by Village Engineer	\$5,000
Storm Sewer Extension	\$52,000
Driveway Extension	\$110,000
Pond Construction	\$31,400
Infiltration Pond	\$10,000
Construction Staking (water, sanitary, storm, and driveway extensions and ponds)	\$16,000
Phase 1 Pavement Repair	\$30,000
Ponds As-built Certification	\$2,000

Subtotal: \$442,400

Phase 2 Items

Description	Total
Stairwell Standpipe	\$15,000
Apt. Exterior Materials Upgrade (Stone Veneer, LP Smartsiding)	\$112,000
Apt. Finishes Upgrade (Granite Counters, Stainless Steel Appliances)	\$83,000
Steep Slope Restoration	\$8,000
Import Topsoil (1,000 CY at \$10 per yard)	\$10,000
Garage Wall Frost Wall (220 LF @ \$60)	\$13,200
Garage Wall LP Smartsiding (2,200 sq. ft. @ \$7.00)	\$15,400
First Floor Decks (5 each @ \$5,000)	\$25,000
Temporary Excavation for Skytrack Staging and then Backfilling	\$5,000
Extended Reach Skytrack Rental (1 month @ \$5,000)	\$5,000
Permit Costs Reimbursement	\$25,000
Developer Fee	\$50,000

Subtotal: \$366,600

Phase 3 Items

Description	Total
Stairwell Standpipe	\$15,000
Apt. Exterior Materials Upgrade (Stone Veneer, LP Smartsiding)	\$149,000
Apt. Finishes Upgrade (Granite Counters, Stainless Steel Appliances)	\$110,000
Steep Slope Culvert	\$9,500
Steep Slope Restoration	\$7,000
Tall Wall/Steep Slope Dog Park Fence (480 linear feet at \$25)	\$12,000
Permit Costs Reimbursement	\$25,000
Developer Fee	\$60,000

Subtotal: \$387,500

PHASE 2 APARTMENT BUILDING

Costs Estimate

Description	Quantity	Unit	Unit Price	Total
<u>Land</u>				
Land	1	LS	\$540,000.00	\$540,000.00
<u>Permitting Item</u>				
PUD Rezoning	1	LS	\$200.00	\$200.00
Building Permit	1	LS	\$13,000.00	\$13,000.00
Erosion Control Permit	1	LS	\$1,000.00	\$1,000.00
Stormwater Management Permit	1	LS	\$1,000.00	\$1,000.00
Plumbing Fee	1	LS	\$2,500.00	\$2,500.00
HVAC Fee	1	LS	\$600.00	\$600.00
Fire Alarm and Suppression System Fee	1	LS	\$1,500.00	\$1,500.00
Engineering Review Fees	1	LS	\$15,000.00	\$15,000.00
Attorney Review Fees	1	LS	\$25,000.00	\$25,000.00
Finiancial Agreement Fee	1	LS	\$500.00	\$500.00
Site Design Fee	1	LS	\$750.00	\$750.00
Public Water	1	1 1/2" Meter	\$7,550.00	\$7,550.00
<u>Impact Fee</u>				
Park Fee-in-lieu	27	DU	\$3,321.52	\$89,681.04
Park Improvement	27	DU	\$2,182.13	\$58,917.51
Public Safety Center	27	DU	\$1,531.00	\$41,337.00
Public Library	27	DU	\$431.00	\$11,637.00
MMSD Connection Fees	1	LS	\$45,000.00	\$45,000.00
<u>Transaction Fees</u>				
Bank Fee	1	LS	\$18,000.00	\$18,000.00
Appraisal Fee	1	LS	\$5,000.00	\$5,000.00
Title Fee	1	LS	\$3,000.00	\$3,000.00
Miscellaneous Closing Fees	1	LS	\$3,000.00	\$3,000.00
Construction Interest Carrying Costs Through 11/2026	1	LS	\$65,000.00	\$65,000.00
<u>Professional Items</u>				
Sketchworks Architect	1	LS	\$5,000.00	\$5,000.00
Structural Design	1	LS	\$12,000.00	\$12,000.00
Ryan Quam Building Plans Drafting	1	LS	\$25,000.00	\$25,000.00
Quam Engineering, LLC Site Design / Approvals	1	LS	\$60,000.00	\$60,000.00
Quam Engineering, LLC Construction Staking	1	LS	\$40,000.00	\$40,000.00
Quam Engineering, LLC Site General Administration	1	LS	\$50,000.00	\$50,000.00
Ryan Quam Planning and Consulation Fee	1	LS	\$40,000.00	\$40,000.00
<u>Site Items</u>				
Rice Grading	1	LS	\$145,000.00	\$145,000.00
RHD Plumbing	1	LS	\$127,000.00	\$127,000.00
Boulder Retaining Walls	350	VSF	\$30.00	\$10,500.00
Yeske Concrete Curb, Sidewalk, and Pad	1	LS	\$120,000.00	\$120,000.00
3" Asphalt Binder and Surface Course	1	LS	\$87,000.00	\$87,000.00
Restoration (Seed & Mulch)	10000	SY	\$1.50	\$15,000.00
Class II, Type B Erosion Matting	10000	SY	\$1.50	\$15,000.00
Lighting	1	LS	\$12,000.00	\$12,000.00
Landscaping Trees & Shrubs	1	LS	\$25,000.00	\$25,000.00

PHASE 2 APARTMENT BUILDING

Building Items (Interior, Exterior, and Lighting)

Riegert Builders Contract	1	LS	\$4,700,000.00	\$4,700,000.00
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				Subtotal Costs:	\$6,441,506.55
				Contingency (Approx. 2% Building and Site):	\$118,493.45
				Total:	<u>\$6,560,000.00</u>

PROFORMA

Loan Amount

Total Costs (See Cost Schedule)	\$6,560,000
T.I.F. "Gap Loan"	-\$347,000
Land Prepayments (\$20K per Unit)	-\$540,000
Ryan Quam Downpayments	-\$210,000
Ryan Quam Building Plans Drafting	-\$25,000
Quam Engineering, LLC Site Design / Approvals	-\$60,000
Quam Engineering, LLC Construction Staking	-\$40,000
Quam Engineering, LLC Site General Administration	-\$50,000
Ryan Quam Planning and Consulation Fee	-\$40,000
Loan Amount	\$5,248,000

Sales/year

27 Apartments	\$604,800	{7 one-bedrm @ \$1600; 16 two-bedrm @ \$1925; 4 two-bedrm w/ loft @ \$2100}
Pet Fees	\$12,000	{20 pets at \$50/pet/month}
Total	\$616,800	{See rent scalar}
Vacancy	-\$18,504	{Assumes 3% vacancy}
Sales Total	\$598,296.00	

2.00% Rent Scalar

Costs/year

Interest	6.50% of loan amount
Management & Insurance	8.00% of sales amount
Maintenance	6.00% of sales amount
Property Tax	\$67,785 {16.43913 Mill rate applied to \$4,123,400 (Total Costs and TIF Application EAV Amr

Principal Projection	2027	2028	2029	2030	2031	2032	2033
Beginning Principal	\$5,248,000	\$5,142,371	\$5,020,003	\$4,879,623	\$4,719,869	\$4,539,288	\$4,336,328
Interest	\$341,120	\$334,254	\$326,300	\$317,176	\$306,792	\$295,054	\$281,861
Sales	-\$598,296	-\$610,262	-\$622,467	-\$634,917	-\$647,615	-\$660,567	-\$673,778
Management (6% sales) & Insurance (2% of sales)	\$47,864	\$49,060	\$50,287	\$51,544	\$52,833	\$54,153	\$55,507
Maintenance (6% of sales)	\$35,898	\$36,795	\$37,715	\$38,658	\$39,624	\$40,615	\$41,630
Property Tax	\$67,785	\$67,785	\$67,785	\$67,785	\$67,785	\$67,785	\$67,785
Ending Principal	\$5,142,371	\$5,020,003	\$4,879,623	\$4,719,869	\$4,539,288	\$4,336,328	\$4,109,334

Loan Amount & Contributions Percentage

Loan Amount Calculation

Total Costs (See Cost Schedule)	\$6,560,000
T.I.F. "Gap Loan"	-\$347,000
Land Prepayment	-\$540,000
Ryan Quam Downpayment	-\$210,000
Ryan Quam Building Plans Drafting	-\$25,000
Quam Engineering, LLC Site Design / Approvals	-\$60,000
Quam Engineering, LLC Construction Staking	-\$40,000
Quam Engineering, LLC Site General Administration	-\$50,000
Ryan Quam Planning and Consultation Fee	-\$40,000
Loan Amount Total:	<u>\$5,248,000</u>

Ryan Quam Contributions Percentage Calculation

Land Prepayments	\$540,000
Ryan Quam Downpayment	\$210,000
Ryan Quam Building Plans Drafting	\$25,000
Quam Engineering, LLC Site Design / Approvals	\$60,000
Quam Engineering, LLC Construction Staking	\$40,000
Quam Engineering, LLC Site General Administration	\$50,000
Quam Engineering, LLC Approvals Administration	\$40,000
Total Contributions:	<u>\$965,000</u>

Ryan Quam Contributions Percentage = Total Contributions / Total Costs **14.71%**

Village Contributions Percentage Calculation

T.I.F. "Gap Loan"	\$347,000
Total Contributions:	<u>\$347,000</u>

Village Contributions Percentage = Total Contributions / Total Costs **5.29%**

**TAX INCREMENT FINANCING
DEVELOPMENT INCENTIVES
APPLICATION**



Application ID: 2025 (Year) - 02 (#) to be completed by Village Community Development Director upon submittal

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

A. APPLICANT INFORMATION

Project Name: Ezra Properties - Phase 3 - 36 Unit Apartment Building

Applicant: Ezra Properties, LLC

Mailing Address: 4604 Siggelkow Road, Suite A

Primary Contact: Ryan Quam Telephone: 608-838-7750

Email: rquam@quamengineering.com Fax: 608-838-7752

Legal Entity: Individual(s) Joint Tenants Tenants in Common
 Corporation LLC Partnership Other: _____

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

Will new entity be created for ownership? No Yes

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

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

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

Name	Title/Company	Email	Phone #
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B. PROPERTY INFORMATION

Parcel(s) Address: 4703 Terminal Drive (Village to provide new address)

Parcel(s) Tax Number: 154/0710-342-8215-1

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

If no, current owner is: _____

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

documentation and note the expiration date here: _____

Total Lot Size: 113114 square feet

Parcel Contains Existing Buildings? No Yes

If yes, indicate Total Building Size _____ sq.ft.

Most recent property assessment (PA):

\$ 186,700 Land \$ 0 Improvements \$ 186,700 Total

Existing Uses: Empty Lot

Existing Zoning: Planned Development

Existing Uses, Adjacent Parcels: Terminal _N Storage _S Highway 51 _E Planned Development _W

Existing Zoning, Adjacent Parcels: Terminal _N Storage _S Highway 51 _E Planned Development _W

Will a zoning change be requested? No Yes

If yes, indicate new zoning Amend the PUD General Plan

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

Village Site Design, Erosion Control and Stormwater Management, WDNR WRAPP

Existing Mortgage Holder: Ezra Properties, LLC

Contact Person & Phone Number: Ryan Quam (608)838-7750

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

If yes, explain: _____

C. PROJECT/BUSINESS INFORMATION

The proposed project is: An Improvement to Existing Business A New Business(s)
 Business Relocation Residential Development Other

Project Description. Include any plans or illustrations prepared for the project, if available. At a minimum, a concept plan shall be submitted with the application.

See General Development Plan. Phase 1 was completed in 2019. Phase 2 is proposed as a 27 unit apartment building. Phase 3 is proposed as a 36 unit apartment building. Phase 4 includes the removal of the existing house and addition of a 27 unit apartment building.

Will the project incorporate any "sustainability" or "green design" concepts? Describe.

~~Erosion control and stormwater management requirements will be met. Many existing trees will be protected so they can remain.~~

Current annual revenue: \$ N/A Estimated annual revenue: \$ N/A

Current annual expenses: \$ N/A Estimated annual expenses: \$ N/A

Business Plan and/or Marketing Plan attached? No Yes

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

Describe the project schedule.

Final Plan/Specification Preparation Date: Oct. 30, 2025
Preliminary Construction Start Date: Sept. 1, 2026
Preliminary Construction Completion Date: April 30, 2027
Date Occupied or Opened: May 1, 2027

Number of principal buildings and estimated square footage: 48,900 floor area

Estimated equalized assessed valuation after project completion (EAV)

\$ 186,700 Land \$ 1,575,000 Improvements \$ 1,761,700 Total

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

Pre-improvements: \$ 186,700 PA x 0.01643913 Mill Rate = \$ 3,069.19 Total (A)

Post-improvements: \$ 1,761,700 PA x 0.01643913 Mill Rate = \$ 28,278.21 Total (B)

Additional increment (B-A) = \$ 75,209.02

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

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

Will the proposed project result in the relocation of economic activity from an adjacent community?

No Yes

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

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

One and two bedroom units as well as two bedroom with loft units to be rented by qualified tenants.

Who will own and operate the developed property? Ezra Properties

Do similar businesses/uses already exist in McFarland?

No Yes, If yes, indicate 27 unit apartment buildings at 4606 Siggelkow Road and 4703 Terminal Drive.

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

The proposed phase will be higher in elevation to offer views and will be further from Terminal Drive and therefore more private.

Current and Created Jobs by Annual Wage Range (Full Time ≥ 30 hrs/week).

\$0-\$19,000

_____ Full Time (current) _____ Part Time (current) _____ FT (created) _____ PT (created)

\$20,000-\$39,000

_____ Full Time (current) _____ Part Time (current) _____ FT (created) _____ PT (created)

\$40,000-\$59,000

_____ Full Time (current) _____ Part Time (current) _____ FT (created) _____ PT (created)

\$60,000+

_____ Full Time (current) _____ Part Time (current) _____ FT (created) _____ PT (created)

Average per hour wage rate of all employees (not including benefits) \$ N/A

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

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

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

Project will have minimal impact on neighbors which are terminal storage, and contractor/office properties.

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

Ryan Quam was a Village Board member with TID #3 was formed. Quam Engineering, LLC and Waubesa Village, LLC are businesses owned by Ryan Quam and located in McFarland.

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

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

The sanitary sewer, water main, storm sewer, detention and infiltration ponds, shared driveway, boardwalk, and driveway were completed during the phase 1 apartment building project. Public financing is required to overcome blight and unique site costs and to meet bank loan financing requirements.

D. TIF REQUEST

State the total amount of TIF assistance being requested: \$ \$585,000 (phase 3)

State the form of incentives requested:

- Developer Loan (pay-as-you-go) Traditional Loan Tax Increment Loan at Occupancy
 Tax Increment Loan at Project Start Other _____

State the need and justification for TIF assistance. Explain how the applicant intends to demonstrate compliance with the "but for" test. Substantiate that other alternative methods of financing have been thoroughly explored.

A higher level of construction materials are being proposed to attract tenants and to overcome the blighted conditions of the overall area. The unique site requires irregular development costs such as tree removal, mass grading, sanitary sewer extension, public water main extension, storm sewer extension, shared driveway extension, shared sidewalk extension, deepened garage, exposed garage wall, importing of materials, pond construction, restoration of steep slopes, Village engineer inspection, Village attorney reviews, etc. The bank will require a minimum of 20% owner contribution which will require TIF assistance to be a part of the 20% owner contribution.

In order to demonstrate compliance with the "But For" test, the applicant will provide costs for higher level construction materials, and the unique site development costs. The applicant will also provide the business plan proforma.

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

- Land Acquisition/Survey Environmental Audits Site Grading
 Demolition/Remediation New Construction Rehabilitation/Expansion
 Utility Improvements Parking/Access Landscaping
 Recreation/Conservation Professional Services Financing Costs
 Other _____

E. PROJECT BUDGET AND FINANCIAL STRATEGY

Project Costs	Amount (\$)	Source(s) of Financing
Property Acquisition		Applicant, Bank Loan, and TIF Loan
Environmental testing/remediation	See	Applicant, Bank Loan, and TIF Loan
Demolition	Attached	Applicant, Bank Loan, and TIF Loan
Construction of new building(s)	Cost	Applicant, Bank Loan, and TIF Loan
Site Improvements	Schedule	Applicant, Bank Loan, and TIF Loan
Renovation of existing structures		
Cost of installation of machinery/equipment		
Architectural/Engineering fees		Applicant, Bank Loan, and TIF Loan
Legal & other professional fees		Applicant, Bank Loan, and TIF Loan
Permit fees		Applicant, Bank Loan, and TIF Loan
Financing fees		Applicant, Bank Loan, and TIF Loan
Developer fees		Applicant, Bank Loan, and TIF Loan
Other (please specify)		
Total Project Costs		

Budget source: Developer Arch/Eng Contractor Other _____

Sources of Financing	Amount (\$)	Percent of Total Costs
TIF	585000	7.47 %
Equity	1125000	14.37 %
Loans	6120000	78.16 %
Grants		%
Other (please specify)		%
Total Project Costs	7830000	100.0 %

Lender for Project if in addition to the Village: Lake Ridge Bank

Officer Matt Karnick Phone (608)395-2329 Email mkarnick@lakeridge.bank

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

Grant Sources: _____ Grant Amount: _____

Grant Officer: _____ Phone _____ Email _____

Application Status: _____

Date of Grant Announcement: _____

F. APPLICANT CERTIFICATION AND ACKNOWLEDGEMENT

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

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

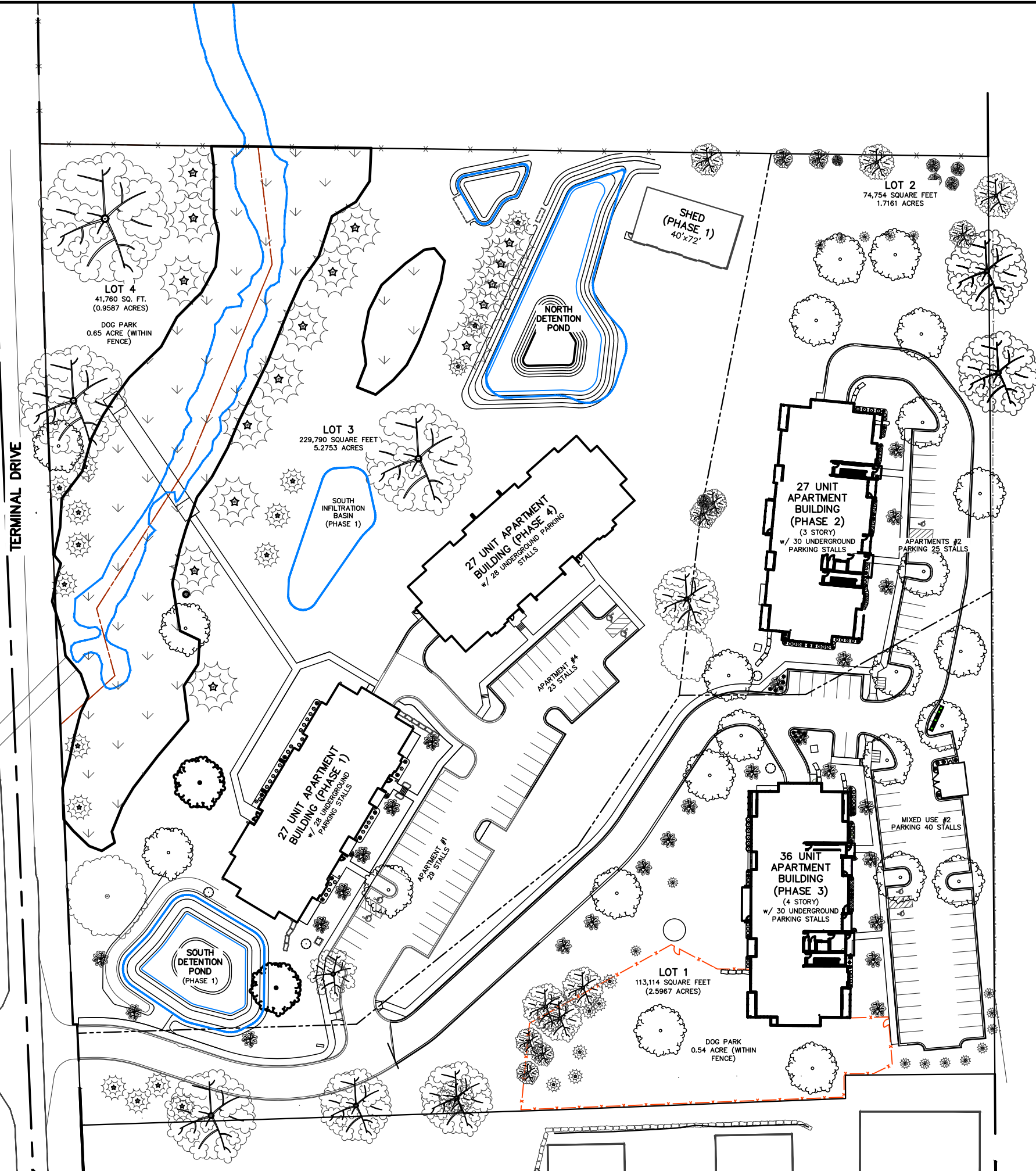
I certify through signing the TIF application that the final form and amount of financing the Village offers may differ from that requested. The form and amount of financing shall be finalized through the execution of a development agreement.

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

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

Applicant Ezra Properties by Ryan Owen Title Managing Member
Signature [Handwritten Signature] Date Nov. 3, 2025

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



BUILDING INFORMATION			
BUILDING	# OF STORIES	BUILDING FOOTPRINT (SF)	GROSS FLOOR AREA (SF)
PHASE 1 APARTMENTS	3 + UNDERGROUND PARKING	11310	45240
PHASE 2 APARTMENTS	3 + UNDERGROUND PARKING	11310	45240
PHASE 3 APARTMENTS	4 + UNDERGROUND PARKING	11310	56550
PHASE 4 APARTMENTS	3+ UNDERGROUND PARKING	11310	45240

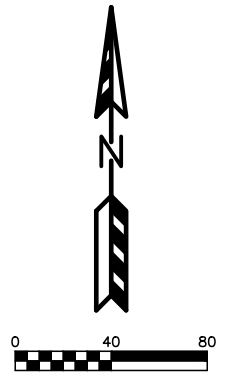
LOT INFORMATION	
LOT #	AREA (ACRES)
1	2.7431
2	1.6047
3	5.2403
4	0.9587

TIME SCHEDULE:

PHASE 1 SEPTEMBER 1, 2019 - MAY 31, 2020	CONSTRUCT PHASE 1 APARTMENT BUILDING AND ASSOCIATED UTILITIES, SHARED DRIVEWAY, PARKING LOT, AND SIDEWALKS.
PHASE 2 DECEMBER 16, 2025 - DECEMBER 30, 2026	CONSTRUCT PHASE 2 27-UNIT APARTMENT BUILDING AND ASSOCIATED UTILITIES, SHARED DRIVEWAY, PARKING LOT, AND SIDEWALKS, AND RESTORE DISTURBED AREAS.
PHASE 3 MAY 1, 2026 - FEBRUARY 28, 2027	CONSTRUCT PHASE 3 36-UNIT APARTMENT BUILDING AND ASSOCIATED PARKING LOT AND SIDEWALKS AND RESTORE DISTURBED AREAS.
PHASE 4 TO BE DETERMINED	CONSTRUCT APARTMENT BUILDING AND ASSOCIATED PARKING LOT AND SIDEWALKS AND RESTORE DISTURBED AREAS.

US HIGHWAY 51 51

TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN
CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE
 TDD (FOR THE HEARING IMPAIRED) (800) 542-2289
 WS. STATUTE 182.0175 (1974) REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE



HUMBLE OAKS
 GENERAL DEVELOPMENT PLAN (2025 UPDATE)
 C-2
 DATED: NOVEMBER 3, 2025

QUAM ENGINEERING, LLC
 Residential and Commercial Site Design Consultants
 www.quamengineering.com
 4604 Siggelkow Road, Suite A - McFarland, Wisconsin 53558
 Phone (608) 838-7750; Fax (608) 838-7752

TIF ELIGIBLE COST ESTIMATE

Phase 2 and 3 Items

Description	Total
Village Attorney Review of Developers Agreement	\$25,000
MMSD Connection Fee (\$234.78/1,000 sq. ft. at 189,391 sq. ft.)	\$45,000
Archaeology Permitting and Monitoring	\$15,000
Tree Removals	\$12,000
Sanitary Sewer Extension	\$34,000
Water Main Extension	\$55,000
Public Water Main Observation by Village Engineer	\$5,000
Storm Sewer Extension	\$52,000
Driveway Extension	\$110,000
Pond Construction	\$31,400
Infiltration Pond	\$10,000
Construction Staking (water, sanitary, storm, and driveway extensions and ponds)	\$16,000
Phase 1 Pavement Repair	\$30,000
Ponds As-built Certification	\$2,000

Subtotal: \$442,400

Phase 2 Items

Description	Total
Stairwell Standpipe	\$15,000
Apt. Exterior Materials Upgrade (Stone Veneer, LP Smartsiding)	\$112,000
Apt. Finishes Upgrade (Granite Counters, Stainless Steel Appliances)	\$83,000
Steep Slope Restoration	\$8,000
Import Topsoil (1,000 CY at \$10 per yard)	\$10,000
Garage Wall Frost Wall (220 LF @ \$60)	\$13,200
Garage Wall LP Smartsiding (2,200 sq. ft. @ \$7.00)	\$15,400
First Floor Decks (5 each @ \$5,000)	\$25,000
Temporary Excavation for Skytrack Staging and then Backfilling	\$5,000
Extended Reach Skytrack Rental (1 month @ \$5,000)	\$5,000
Permit Costs Reimbursement	\$25,000
Developer Fee	\$50,000

Subtotal: \$366,600

Phase 3 Items

Description	Total
Stairwell Standpipe	\$15,000
Apt. Exterior Materials Upgrade (Stone Veneer, LP Smartsiding)	\$149,000
Apt. Finishes Upgrade (Granite Counters, Stainless Steel Appliances)	\$110,000
Steep Slope Culvert	\$9,500
Steep Slope Restoration	\$7,000
Tall Wall/Steep Slope Dog Park Fence (480 linear feet at \$25)	\$12,000
Permit Costs Reimbursement	\$25,000
Developer Fee	\$60,000

Subtotal: \$387,500

PHASE 3 APARTMENT BUILDING

Costs Estimate

Description	Quantity	Unit	Unit Price	Total
<u>Land</u>				
Land (\$20K / Unit)	1	LS	\$720,000.00	\$720,000.00
<u>Permitting Item</u>				
PUD Rezoning	1	LS	\$200.00	\$200.00
Building Permit	1	LS	\$13,000.00	\$13,000.00
Erosion Control Permit	1	LS	\$1,000.00	\$1,000.00
Stormwater Management Permit	1	LS	\$1,000.00	\$1,000.00
Plumbing Fee	1	LS	\$2,500.00	\$2,500.00
HVAC Fee	1	LS	\$600.00	\$600.00
Fire Alarm and Suppression System Fee	1	LS	\$1,500.00	\$1,500.00
Engineering Review Fees	1	LS	\$15,000.00	\$15,000.00
Attorney Review Fees	1	LS	\$25,000.00	\$25,000.00
Finiancial Agreement Fee	1	LS	\$500.00	\$500.00
Site Design Fee	1	LS	\$750.00	\$750.00
Public Water	1	1 1/2" Meter	\$7,550.00	\$7,550.00
<u>Impact Fee</u>				
Park Fee-in-lieu	36	DU	\$3,321.52	\$119,574.72
Park Improvement	36	DU	\$2,182.13	\$78,556.68
Public Safety Center	36	DU	\$1,531.00	\$55,116.00
Public Library	36	DU	\$431.00	\$15,516.00
<u>Transaction Fees</u>				
Bank Fee	1	LS	\$18,000.00	\$18,000.00
Appraisal Fee	1	LS	\$5,000.00	\$5,000.00
Title Fee	1	LS	\$3,000.00	\$3,000.00
Miscellaneous Closing Fees	1	LS	\$3,000.00	\$3,000.00
Construction Interest Carrying Costs Through 4/2027	1	LS	\$85,000.00	\$85,000.00
<u>Professional Items</u>				
Sketchworks Architect	1	LS	\$5,000.00	\$5,000.00
Structural Design	1	LS	\$12,000.00	\$12,000.00
Ryan Quam Building Plans Drafting	1	LS	\$25,000.00	\$25,000.00
Quam Engineering, LLC Site Design / Approvals	1	LS	\$60,000.00	\$60,000.00
Quam Engineering, LLC Construction Staking	1	LS	\$25,000.00	\$25,000.00
Quam Engineering, LLC Site General Administration	1	LS	\$50,000.00	\$50,000.00
Ryan Quam Planning and Consulation Fee	1	LS	\$40,000.00	\$40,000.00
<u>Site Items</u>				
Rice Grading	1	LS	\$55,000.00	\$55,000.00
RHD Plumbing	1	LS	\$20,000.00	\$20,000.00
Boulder Retaining Walls	200	VSF	\$30.00	\$6,000.00
Yeske Concrete Curb, Sidewalk, and Pad	1	LS	\$40,000.00	\$40,000.00
3" Asphalt Binder and Surface Course	1	LS	\$35,000.00	\$35,000.00
Restoration (Seed & Mulch)	10000	SY	\$1.50	\$15,000.00
Class II, Type B Erosion Matting	10000	SY	\$1.50	\$15,000.00
Lighting	1	LS	\$12,000.00	\$12,000.00
Landscaping Trees & Shrubs	1	LS	\$15,000.00	\$15,000.00

PHASE 3 APARTMENT BUILDING

Building Items (Interior, Exterior, and Lighting)

Riegert Builders Contract	1	LS	\$6,100,000.00	\$6,100,000.00
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				Subtotal Costs:	\$7,701,363.40
				Contingency (Approx. 2% Building and Site):	\$128,636.60
				Total:	<u>\$7,830,000.00</u>

PROFORMA

Loan Amount

Total Costs (See Cost Schedule)	\$7,830,000
T.I.F. "Gap Loan"	-\$585,000
Land Prepayments (\$20K per unit)	-\$720,000
Ryan Quam Downpayments	-\$205,000
Ryan Quam Building Plans Drafting	-\$25,000
Quam Engineering, LLC Site Design / Approvals	-\$60,000
Quam Engineering, LLC Construction Staking	-\$25,000
Quam Engineering, LLC Site General Administration	-\$50,000
Ryan Quam Planning and Consulation Fee	-\$40,000
Loan Amount	\$6,120,000

Sales/year

36 Apartments	\$804,900	{9 one-bedrm @ \$1600; 23 two-bedrm @ \$1925; 4 two-bedrm w/ loft @ \$2100}
Pet Fees	\$14,400	{24 pets at \$50/pet/month}
Total	\$819,300	{See rent scalar}
Vacancy	-\$24,579	{Assumes 3% vacancy}
Sales Total	\$794,721.00	

2.00% Rent Scalar

Costs/year

Interest	6.50% of loan amount
Management & Insurance	8.00% of sales amount
Maintenance	6.00% of sales amount
Property Tax	\$78,278 {16.43913 Mill rate applied to \$4,761,700 (Total Costs and TIF Application EAV Amr

Principal Projection	2027	2028	2029	2030	2031	2032	2033
Beginning Principal	\$6,120,000	\$5,912,618	\$5,678,087	\$5,414,369	\$5,119,288	\$4,790,521	\$4,425,588
Interest	\$397,800	\$384,320	\$369,076	\$351,934	\$332,754	\$311,384	\$287,663
Sales	-\$794,721	-\$810,615	-\$826,828	-\$843,364	-\$860,232	-\$877,436	-\$894,985
Management (6% sales) & Insurance (2% of sales)	\$63,578	\$64,849	\$66,146	\$67,469	\$68,819	\$70,195	\$71,599
Maintenance (6% of sales)	\$47,683	\$48,637	\$49,610	\$50,602	\$51,614	\$52,646	\$53,699
Property Tax	\$78,278	\$78,278	\$78,278	\$78,278	\$78,278	\$78,278	\$78,278
Ending Principal	\$5,912,618	\$5,678,087	\$5,414,369	\$5,119,288	\$4,790,521	\$4,425,588	\$4,021,842

Loan Amount & Contributions Percentage

Loan Amount Calculation

Total Costs (See Cost Schedule)	\$7,830,000
T.I.F. "Gap Loan"	-\$585,000
Land Prepayment (\$20K / Unit)	-\$720,000
Ryan Quam Downpayment	-\$205,000
Ryan Quam Building Plans Drafting	-\$25,000
Quam Engineering, LLC Site Design / Approvals	-\$60,000
Quam Engineering, LLC Construction Staking	-\$25,000
Quam Engineering, LLC Site General Administration	-\$50,000
Ryan Quam Planning and Consultation Fee	-\$40,000
Loan Amount Total:	<u>\$6,120,000</u>

Ryan Quam Contributions Percentage Calculation

Land Prepayments	\$720,000
Ryan Quam Downpayment	\$205,000
Ryan Quam Building Plans Drafting	\$25,000
Quam Engineering, LLC Site Design / Approvals	\$60,000
Quam Engineering, LLC Construction Staking	\$25,000
Quam Engineering, LLC Site General Administration	\$50,000
Quam Engineering, LLC Approvals Administration	\$40,000
Total Contributions:	<u>\$1,125,000</u>

Ryan Quam Contributions Percentage = Total Contributions / Total Costs **14.37%**

Village Contributions Percentage Calculation

T.I.F. "Gap Loan"	<u>\$585,000</u>
Total Contributions:	<u>\$585,000</u>

Village Contributions Percentage = Total Contributions / Total Costs **7.47%**

EXHIBIT D
BUSINESS NOTES

FIXED RATE NOTE

Phase II Loan

Document Number

Document Name

For value received, the undersigned ("Borrower"), jointly and severally if more than one, promises to pay to the order of the Village of McFarland, a Wisconsin municipal corporation ("Holder") the principal sum of Three Hundred Forty-Seven Thousand Dollars \$347,000 together with interest on the unpaid principal balance from the date of this note ("Note") at the rate of 3.25 % per annum until this Note is paid in full. Interest shall be computed on each payment date based on a 360-day year. Payment shall be made as follows:

CHOOSE ONE OF THE FOLLOWING OPTIONS; ONLY ONE SHALL APPLY:

- A. **Single Payment.** In one payment on _____, plus interest payable _____.
- B. **Installments of Principal and Interest.** In _____ equal payments of \$ _____ due on _____, and on the same day of each _____ month thereafter, plus a final payment of the unpaid principal and interest due on _____.
- C. **Installments of Interest Only.** In payments of interest of _____ due on _____, and on the same day of each month thereafter, plus a final payment of the unpaid principal due plus accrued interest on _____.
- D. **Other.** Payments shall be made as provided in Addendum A.

Payments shall be made to Holder at 5915 Milwaukee Street, McFarland, WI 53558 or such other location as Holder shall designate by written notice to Borrower.

CHOOSE THE FOLLOWING, IF APPLICABLE:

- On execution of this Note, Borrower will prepay interest to _____.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. This Note may be prepaid in whole or part without premium or penalty at any time.
- B. There may be no prepayment of principal without permission of Holder.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.
- B. In the event of any prepayment, this Note shall not be treated as in default with respect to payment so long as the unpaid balance of principal and interest (and in such case accruing interest shall be treated as unpaid principal) is less than the amount that said indebtedness would

have been had the payments been made as specified above; provided that payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from any mortgage given as security for this Note.

Holder may grant renewals or extensions or otherwise modify the terms of this Note or any instrument securing this Note without affecting the liability of Borrower or any guarantor of this Note.

If Borrower fails to pay any installment payable hereunder within 15 days after it becomes due or if any other default, including a default under any security for this Note, is not cured within fifteen (15) days after notice of default is mailed to Borrower, Holder may at its option and without further notice accelerate the amount due under the Note and declare it immediately due and payable. If any installment payable hereunder is delinquent more than 15 days, Borrower shall pay a late charge to Holder of 5% of the delinquent amount. Borrower shall pay all costs and expenses, including reasonable attorney fees, of collection and enforcement of any security for the Note, unless prohibited by law.

Other provisions: See Addendum A

Presentment, protest and notice of dishonor are hereby waived.

This Note is secured by a mortgage against the property described in Addendum A and personal guaranty.

Dated _____.

Ezra Properties, LLC.

_____(SEAL)_____*(SEAL)
*Ryan Quam, Manager

GUARANTY

The undersigned, for valuable consideration, hereby guarantees payment of all sums due and to become due under the above Note, including (without limitation) principal, interest and costs and expenses of collection.

Dated _____.

GUARANTOR:

_____(SEAL)_____*(SEAL)
*Ryan Quam

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
FIXED RATE NOTE STATE BAR OF WISCONSIN FORM NO. 16-2003

* Type name below signatures.

ADDENDUM A TO BUSINESS NOTE

Borrower: Ezra Properties, LLC

Lender: Village of McFarland

Date: _____, 2027

Borrower guarantees that the Development that is the subject of this loan shall have a fair market value which, on January 1, 2027, pursuant to Wis. Stats. §70.32(1), shall be no less than Four Million One Hundred Twenty-Three Thousand Four Hundred Dollars (\$4,123,400.00), excluding the value of any structures existing as of January 1, 2026. If the Development has a fair market value as of January 1, 2027, or as of January 1 of any succeeding year of less than \$4,123,400.00, Borrower shall pay to the Village of McFarland a sum which is the difference between the general property taxes, if any, actually received by the Village with respect to the Development and the amount of general property taxes that would have been received on Development if it had a fair market value of \$4,123,400.00 ("Deficit Payments"). Such Deficit Payments shall be made for each such year that a shortfall exists in the taxable fair market value. The payments due above shall be made by the Borrower in two equal payments; the first on or before January 31, and the balance on or before July 31, of each year such taxes are due.

Tax increments relating to the Development received by the Lender during the term of Tax Incremental District No. 6, Village of McFarland (excluding payments received during any extension thereof, the use of which is restricted by law), as well as any Deficit Payments timely paid, shall be applied to reduce the balance due on this Note.

This Business Note shall mature and become fully payable on the earlier of January 31, 2050 or the conveyance of any part of the property mortgaged as security for this Note by Borrower to a third party or upon transfer of a controlling interest in the Borrower to a third party.

This Business Note is further subject to the terms and conditions of the Agreement to Undertake Development by and between the Village of McFarland and Ezra Properties, LLC dated _____, 2026 (the "Agreement").

Capitalized terms not otherwise defined in this Business Note shall have the meaning set forth in the Agreement.

State Bar of Wisconsin Form 16-2003
FIXED RATE NOTE
Phase III Loan

Document Number

Document Name

For value received, the undersigned ("Borrower"), jointly and severally if more than one, promises to pay to the order of the Village of McFarland, a Wisconsin municipal corporation ("Holder") the principal sum of Five Hundred Eighty-Five Thousand Dollars (\$585,000) together with interest on the unpaid principal balance from the date of this note ("Note") at the rate of 3.25% per annum until this Note is paid in full. Interest shall be computed on each payment date based on a 360-day year. Payment shall be made as follows:

CHOOSE ONE OF THE FOLLOWING OPTIONS; ONLY ONE SHALL APPLY:

- A. **Single Payment.** In one payment on _____, plus interest payable _____
- B. **Installments of Principal and Interest.** In _____ equal payments of \$ _____ due on _____, and on the same day of each _____ month thereafter, plus a final payment of the unpaid principal and interest due on _____.
- C. **Installments of Interest Only.** In payments of interest of _____ due on _____, and on the same day of each month thereafter, plus a final payment of the unpaid principal due plus accrued interest on _____.
- D. **Other.** Payments shall be made as provided in Addendum A.

Payments shall be made to Holder at 5915 Milwaukee Street, McFarland, WI 53558 or such other location as Holder shall designate by written notice to Borrower.

CHOOSE THE FOLLOWING, IF APPLICABLE:

- On execution of this Note, Borrower will prepay interest to _____.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. This Note may be prepaid in whole or part without premium or penalty at any time.
- B. There may be no prepayment of principal without permission of Holder.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.
- B. In the event of any prepayment, this Note shall not be treated as in default with respect to payment so long as the unpaid balance of principal and interest (and in such case accruing interest shall be treated as unpaid principal) is less than the amount that said indebtedness would

have been had the payments been made as specified above; provided that payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from any mortgage given as security for this Note.

Holder may grant renewals or extensions or otherwise modify the terms of this Note or any instrument securing this Note without affecting the liability of Borrower or any guarantor of this Note.

If Borrower fails to pay any installment payable hereunder within 15 days after it becomes due or if any other default, including a default under any security for this Note, is not cured within fifteen (15) days after notice of default is mailed to Borrower, Holder may at its option and without further notice accelerate the amount due under the Note and declare it immediately due and payable. If any installment payable hereunder is delinquent more than 15 days, Borrower shall pay a late charge to Holder of 5% of the delinquent amount. Borrower shall pay all costs and expenses, including reasonable attorney fees, of collection and enforcement of any security for the Note, unless prohibited by law.

Other provisions: See Addendum A

Presentment, protest and notice of dishonor are hereby waived.

This Note is secured by a mortgage against the property described in Addendum A and personal guaranty.

Dated _____.

Ezra Properties, LLC.

_____(SEAL)_____*(SEAL)
*Ryan Quam, Manager

GUARANTY

The undersigned, for valuable consideration, hereby guarantees payment of all sums due and to become due under the above Note, including (without limitation) principal, interest and costs and expenses of collection.

Dated _____.

GUARANTOR:

_____(SEAL)_____*(SEAL)
*Ryan Quam

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
FIXED RATE NOTE STATE BAR OF WISCONSIN FORM NO. 16-2003

* Type name below signatures.

ADDENDUM A TO BUSINESS NOTE

Borrower: Ezra Properties, LLC

Lender: Village of McFarland

Date: _____, 2027

Borrower guarantees that the Development that is the subject of this loan shall have a fair market value which, on January 1, 2028, pursuant to Wis. Stats. §70.32(1), shall be no less than Four Million Seven Hundred Sixty-one Thousand Seven Hundred Dollars (\$4,761,700), excluding the value of any structures existing as of January 1, 2026. If the Development has a fair market value as of January 1, 2028, or as of January 1 of any succeeding year of less than \$4,761,700, Borrower shall pay to the Village of McFarland a sum which is the difference between the general property taxes, if any, actually received by the Village with respect to the Development and the amount of general property taxes that would have been received on Development if it had a fair market value of \$4,761,700 ("Deficit Payments"). Such Deficit Payments shall be made for each such year that a shortfall exists in the taxable fair market value. The payments due above shall be made by the Borrower in two equal payments; the first on or before January 31, and the balance on or before July 31, of each year such taxes are due.

Tax increments relating to the Development received by the Lender during the term of Tax Incremental District No. 6, Village of McFarland (excluding payments received during any extension thereof, the use of which is restricted by law), as well as any Deficit Payments timely paid, shall be applied to reduce the balance due on this Note.

This Business Note shall mature and become fully payable on the earlier of January 31, 2050 or the conveyance of any part of the property mortgaged as security for this Note by Borrower to a third party or upon transfer of a controlling interest in the Borrower to a third party.

This Business Note is further subject to the terms and conditions of the Agreement to Undertake Development by and between the Village of McFarland and Ezra Properties, LLC dated _____, 2026 (the "Agreement").

Capitalized terms not otherwise defined in this Business Note shall have the meaning set forth in the Agreement.

EXHIBIT E

REAL ESTATE MORTGAGES

State Bar of Wisconsin Form 21-2003
MORTGAGE

Document Number

Document Name

Phase II Mortgage

Ezra Properties, LLC, a Wisconsin limited liability company,

("Mortgagor," whether one or more) mortgages to the Village of McFarland, a Wisconsin municipal corporation,
its successors or assigns ("Mortgagee," whether one or more), to secure
payment of \$ 347,000 evidenced by a note or notes, or other
obligation ("Obligation") dated _____,
executed by Ezra Properties, LLC

to Mortgagee, and any extensions, renewals and modifications of the Obligation
and refinancings of any such indebtedness on any terms whatsoever (including
increases in interest) and the payment of all other sums, with interest, advanced
to protect the Property and the security of this Mortgage, and all other amounts
paid by Mortgagee hereunder, the following property, together with all rights
and interests appurtenant thereto in law or equity, all rents, issue and profits
arising therefrom, including insurance proceeds and condemnation awards, all
structures, improvements and fixtures located thereon, in Dane
County, State of Wisconsin ("Property"):

See Addendum for legal description.

Recording Area

Name and Return Address

Village of McFarland
5915 Milwaukee Street
McFarland, WI 53558
Attn: Community Development Dir.

154/0710-342-8245-1

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

This is not a purchase money mortgage.
(is) (is not)

1. MORTGAGOR'S COVENANTS.

a. **COVENANT OF TITLE.** Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting: municipal and zoning ordinances.

b. **FIXTURES.** Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. **TAXES.** Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE.** Mortgagor shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee

otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES.** In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY.** Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

10. **ASSIGNMENT OF RENTS.** Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats, as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. **ENVIRONMENTAL PROVISION.** Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. **SECURITY INTEREST ON FIXTURES.** To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.
- B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are Ezra Properties, LLC, 4604 Siggelkow, Rd., McFarland, WI 53558.

(6) the state of organization and the organizational identification number of the debtor (if applicable) are Wisconsin; and
(7) the address of the secured party is 5915 Milwaukee St., McFarland, WI 53558

13. **SINGULAR; PLURAL.** As used herein, the singular shall include the plural and any gender shall include all genders.

14. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY.** The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. **MARITAL PROPERTY STATEMENT.** Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated _____ .

Ezra Properties, LLC

_____(SEAL)_____(SEAL)
*Ryan Quam, Manager *

_____(SEAL)_____(SEAL)
* _____ *

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

STATE OF WISCONSIN)

authenticated on _____

DANE) ss. COUNTY)

* _____

Personally came before me on _____,
the above-named Ryan Quam

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

_____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:

Allen D. Reuter, Attorney at law
Madison, Wisconsin

* _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

MORTGAGE NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED. STATE BAR OF WISCONSIN FORM NO. 21-2003

* Type name below signatures.

ADDENDUM

Legal Description of Mortgaged Property

Lot Two (2), Certified Survey Map No. 15176, recorded in the office of the Register of Deeds for Dane County, Wisconsin, in Vol. 107 of Certified Survey Maps, Pages 314-318, as Document No. 5501928

State Bar of Wisconsin Form 21-2003
MORTGAGE

Document Number

Document Name

Phase III Mortgage

Ezra Properties, LLC, a Wisconsin limited liability company,

("Mortgagor," whether one or more) mortgages to the Village of McFarland, a Wisconsin municipal corporation

, its successors or assigns ("Mortgagee," whether one or more), to secure payment of \$ 585,000 evidenced by a note or notes, or other obligation ("Obligation") dated _____, executed by Ezra Properties, LLC

to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in Dane County, State of Wisconsin ("Property"):

See Addendum for legal description.

Recording Area

Name and Return Address

Village of McFarland
5915 Milwaukee Street
McFarland, WI 53558
Attn: Community Development Dir.

154/0710-342-8215-1

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

This is not a purchase money mortgage.
(is) (is not)

1. MORTGAGOR'S COVENANTS.

a. **COVENANT OF TITLE.** Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting: municipal and zoning ordinances.

b. **FIXTURES.** Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. **TAXES.** Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE.** Mortgagor shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee

otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES.** In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY.** Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

10. **ASSIGNMENT OF RENTS.** Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats, as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. **ENVIRONMENTAL PROVISION.** Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. **SECURITY INTEREST ON FIXTURES.** To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.
- B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are Ezra Properties, LLC, 4604 Siggelkow, Rd., McFarland, WI 53558.

_____;
(6) the state of organization and the organizational identification number of the debtor (if applicable) are Wisconsin _____; and
(7) the address of the secured party is 5915 Milwaukee St., McFarland, WI 53558 _____.

13. **SINGULAR; PLURAL.** As used herein, the singular shall include the plural and any gender shall include all genders.

14. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY.** The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. **MARITAL PROPERTY STATEMENT.** Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated _____ .

Ezra Properties, LLC

_____(SEAL)_____(SEAL)
*Ryan Quam, Manager *

_____(SEAL)_____(SEAL)
* _____ *

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

STATE OF WISCONSIN)

authenticated on _____

DANE) ss. COUNTY)

* _____

Personally came before me on _____,
the above-named Ryan Quam

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

_____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:

Allen D. Reuter, Attorney at law
Madison, Wisconsin

* _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

MORTGAGE NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED. STATE BAR OF WISCONSIN FORM NO. 21-2003

* Type name below signatures.

ADDENDUM

Legal Description of Mortgaged Property

Lot One (1), Certified Survey Map No. 15176, recorded in the office of the Register of Deeds for Dane County, Wisconsin, in Vol. 107 of Certified Survey Maps, Pages 314-318, as Document No. 5501928

EXHIBIT F
GUARANTEES

**UNLIMITED LOAN GUARANTY AGREEMENT
PHASE II TIF LOAN
(RYAN QUAM)**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned, and to enable **EZRA PROPERTIES, LLC**, a Wisconsin limited liability corporation ("Debtor") to obtain tax incremental financing (TIF Loan) in the amount of \$347,000 evidenced by a Business Note (the "Note"), and which was secured by a Real Estate Mortgage executed by Debtor in favor of the Village (the "TIF Mortgage") from the Village of McFarland, a Wisconsin municipal corporation (the "Village") for Phase II of the Development as set forth in the Agreement to Undertake Development by and between the Village of McFarland ("Village") and Ezra Properties, LLC ("Developer"), dated _____, 2026 (the "Agreement") and to receive a subordination from the Village of the TIF Loan to Debtor's Lender Lake Ridge Bank, the undersigned hereby unconditionally and irrevocably guarantees the full and prompt payment to the Village of any and all indebtedness, liabilities, payments and obligations of every nature and kind of Debtor to the Village represented by the Note and the TIF Mortgage which may hereafter be owing or due, under said loan and the undersigned also agrees to pay in addition thereto, all costs, expenses and reasonable attorneys' fees at any time paid or incurred by the Village in endeavoring to collect said indebtedness, liabilities and obligations, and in and about enforcing this instrument (collectively, the "Indebtedness").

The undersigned warrants to the Village that he is presently able to pay his debts as they become due and that the making of this Guaranty or the payment of any debt encompassed by this Guaranty shall not cause the undersigned to become insolvent or impair its ability to pay any debt which it has incurred, intends to incur or reasonably believes it will incur as it becomes due. The undersigned agrees that its liability under this Guaranty shall not be extinguished unless and until both (a) all of the Indebtedness hereby guaranteed has been paid in full by actual payment, and (b) the preference period applicable to the payment of such indebtedness has expired without any bankruptcy or fraudulent transfer proceeding being brought by or against any of the undersigned or Debtor, and no collateral given for this Guaranty shall be required to be released until both of such conditions have been met. If the Village is required to refund any payments as a result of any insolvency, bankruptcy or fraudulent transfer proceeding, the undersigned's obligations evidenced by this Guaranty shall continue in effect and the undersigned shall be obligated to repay the Village for any such payment so voided or nullified.

The undersigned agrees that his liability hereunder shall in no way be affected or impaired, nor shall it be discharged, in whole or in part, by any of the following occurrence:

(1) the death, incompetency, insolvency, bankruptcy, litigation, dissolution or withdrawal of Debtor or of any guarantor; or (2) renewal, refinancing or extension of the time of the payment of the principal amount of, or any installment or installments of the TIF Loan from the Village; or (3) acceptance by the Village of part payment of the principal amount of, or any installment of the TIF Loan; or (4) release, surrender, sale, exchange or substitution by the Village of all or any part of the collateral of Debtor or of any other guarantor; or (5) release by the Village of any guarantors and/or the acceptance of additional guarantors; or (6) failure of the Village to perfect any security interest in the collateral for the loan or of any guarantor or to record or register any lien or encumbrance thereon; or (7) unenforceability of any document or instrument executed by the Village or the Debtor. The liability of the Guarantor hereunder shall be a continuing liability and shall not be affected by (nor shall anything herein contained be deemed to be a limitation upon) the amount of credit which may be extended to Debtor, the number of transactions with Debtor, repayments by Debtor to the Village, or the allocation by the Village of repayments by Debtor, it being the understanding of the Guarantor

that Guarantor's liability shall continue hereunder so long as there are any unsatisfied obligations from Debtor to the Village pursuant to the TIF Loan or any extensions thereof. The discharge of Debtor's obligations to repay the aforesaid loan, which discharge is a result of any bankruptcy proceeding filed by or against Debtor, shall not diminish, release or impair the obligations of the undersigned under this Loan Guaranty Agreement. The undersigned specifically agrees that in the event of the foreclosure of the TIF Mortgage and in the event of a deficiency resulting therefrom, the undersigned shall be and hereby is expressly made liable to the Village for the amount of such deficiency notwithstanding any provision of the laws of the State of Wisconsin which may prevent the Village from enforcing such deficiency against Debtor, its successors or assigns.

This Guaranty is a guaranty of payment and performance and not of collectability. It is expressly agreed by the undersigned that it shall not be necessary for the Village to proceed first against the Debtor (or to liquidate or foreclose upon any collateral) before proceeding to enforce this guaranty or as a condition to payment or performance by guarantor hereon.

The undersigned agrees that all indebtedness, liability or liabilities now or at any time or times hereafter owing by Debtor, other than obligations incurred in the ordinary course of Debtor's business, to any of the undersigned are hereby subordinated to the obligations guaranteed hereunder, and any payment of indebtedness of the Debtor to any of the undersigned, if the Village so requests, at any time an Event of Default shall exist and be continuing under the terms of the aforesaid loan, shall be received by the undersigned as trustee for the Village on account of the obligations guaranteed hereunder. The undersigned agrees that the payment of any amount or amounts by any of the undersigned pursuant to this Loan Guaranty Agreement which does not result in payment in full of all obligations of Debtor to the Village guaranteed hereunder shall not in any way entitle any of the undersigned whether at law, in equity or otherwise to any right to participate in any security held by the Village for the payment of the obligations guaranteed hereunder, any right to direct the application or disposition of any such security or any right to direct the enforcement of any such security. In the event a right of action and claim has arisen under this Loan Guaranty Agreement in case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any of the undersigned or the property of any of the undersigned, the Village shall be entitled and empowered, by intervention in such proceedings or otherwise: (a) to file and prove a claim for the whole amount of the Indebtedness guaranteed and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Village (including any claim for the reasonable compensation, expenses, disbursements and advances of the Village and the Village's agents and counsel) allowed in such judicial proceeding; and (b) to collect and receive any monies or other property payable or deliverable on any such claims.

The undersigned waives demand, notice of dishonor, presentment for payment, diligence in collection, acceptance of this guaranty and notice of any adverse change in the financial condition of Debtor or any guarantor or of any other fact that might materially increase the risk of the guarantor hereon. This guaranty shall be binding upon the undersigned and upon the heirs, legal representatives, successors and assigns of the undersigned, and shall inure to the benefit of the Village, its successors and assigns. The validity and construction of this guaranty shall be governed by the laws of the State of Wisconsin. If any provision of this Guaranty shall be declared invalid, unenforceable, or illegal, that part will not affect the validity, enforceability or legality of any other provision contained herein. The Loan Guaranty Agreement is executed at the same time as the aforesaid note.

This Guaranty constitutes a separate and independent contract with and obligation to the Village, and the undersigned recognizes and intends that this Guaranty be a separate source of repayment of the Indebtedness hereby guaranteed. Therefore, to induce the Village to make the TIF

Loan to the Debtor and to subordinate the above-referenced TIF Mortgage with the knowledge and intention that the Village rely upon these presents in so doing, the undersigned agrees that recourse may be obtained against the undersigned for the repayment of all or any outstanding portion of said indebtedness prior to, concurrently with or after any action, proceeding, settlement or other means by which the Village may from time to time elect to recover said indebtedness; that in no event shall the Village be deemed to have elected any remedy which precludes or impairs its ability to proceed against the undersigned hereunder; and that this Guaranty may be enforced prior to, concurrently, with or after any action against Debtor and shall survive any foreclosure, sheriff sale pursuant to foreclosure or sale on execution, trustee's sale or deed in lieu of foreclosure, deed in lieu of sheriff sale, or deed in lieu of trustee's sale of any personal or real property encumbered or to which any judgment or other lien attaches to satisfy said indebtedness. In particular, this Guaranty shall survive as an independent contractual obligation any public or trustee's sale under a mortgage with power of sale or deed of trust, despite any statutory provision which otherwise prohibits any deficiency judgment, extinguishes the Indebtedness secured thereby, or otherwise relieves Debtor from further liability, the undersigned hereby recognizing and agreeing that their liability hereunder is not conditioned in any manner upon the existence of such liability of Debtor, and for such purposes the undersigned, while not waiving their rights of subrogation as such, hereby waives any defense to their obligations hereunder which is based upon the impairment of their ability to obtain any redress against Debtor through indemnification, subrogation, reimbursement, contribution or otherwise as a result of a foreclosure or trustee's sale, including, without limitation, any defense that such subrogation or similar rights were abrogated by any acts or omissions of the Village (excepting only such defenses which assert that the Village intentionally abrogated the undersigned's subrogation or similar rights for no legitimate purpose other than to deprive the undersigned of such rights; it being understood and agreed that abrogation of such rights of the undersigned solely as a result of the operation of law resulting from the Village's legitimate actions may not be the subject of any such defense). Upon payment in full of the obligations of Debtor to the Village guaranteed hereunder, the Village shall, upon the request of the undersigned, assign to the undersigned all of its rights against Debtor and all evidence of such rights, including, without limitation, notes, mortgages and all other related security documentation.

Guarantor acknowledges that he is an owner of the Debtor, and as a result thereof, Guarantor will benefit from the TIF Loan and the Village's subordination of the TIF Mortgage to _____, and full and adequate consideration has been received by Guarantor in exchange for this Loan Guaranty Agreement.

With respect to the undersigned Wisconsin married residents, the undersigned represent that this obligation is incurred in the interest of his marriage or family.

Executed and delivered at _____, Wisconsin, this _____ day of _____, 2026.

GUARANTOR:

Ryan Quam

**UNLIMITED LOAN GUARANTY AGREEMENT
PHASE III TIF LOAN
(RYAN QUAM)**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned, and to enable **EZRA PROPERTIES, LLC**, a Wisconsin limited liability corporation ("Debtor") to obtain tax incremental financing (TIF Loan) in the amount of \$585,000 evidenced by a Business Note (the "Note"), and which was secured by a Real Estate Mortgage executed by Debtor in favor of the Village (the "TIF Mortgage") from the Village of McFarland, a Wisconsin municipal corporation (the "Village") for Phase II of the Development as set forth in the Agreement to Undertake Development by and between the Village of McFarland ("Village") and Ezra Properties, LLC ("Developer"), dated _____, 2026 (the "Agreement") and to receive a subordination from the Village of the TIF Loan to Debtor's Lender Lake Ridge Bank, the undersigned hereby unconditionally and irrevocably guarantees the full and prompt payment to the Village of any and all indebtedness, liabilities, payments and obligations of every nature and kind of Debtor to the Village represented by the Note and the TIF Mortgage which may hereafter be owing or due, under said loan and the undersigned also agrees to pay in addition thereto, all costs, expenses and reasonable attorneys' fees at any time paid or incurred by the Village in endeavoring to collect said indebtedness, liabilities and obligations, and in and about enforcing this instrument (collectively, the "Indebtedness").

The undersigned warrants to the Village that he is presently able to pay his debts as they become due and that the making of this Guaranty or the payment of any debt encompassed by this Guaranty shall not cause the undersigned to become insolvent or impair its ability to pay any debt which it has incurred, intends to incur or reasonably believes it will incur as it becomes due. The undersigned agrees that its liability under this Guaranty shall not be extinguished unless and until both (a) all of the Indebtedness hereby guaranteed has been paid in full by actual payment, and (b) the preference period applicable to the payment of such indebtedness has expired without any bankruptcy or fraudulent transfer proceeding being brought by or against any of the undersigned or Debtor, and no collateral given for this Guaranty shall be required to be released until both of such conditions have been met. If the Village is required to refund any payments as a result of any insolvency, bankruptcy or fraudulent transfer proceeding, the undersigned's obligations evidenced by this Guaranty shall continue in effect and the undersigned shall be obligated to repay the Village for any such payment so voided or nullified.

The undersigned agrees that his liability hereunder shall in no way be affected or impaired, nor shall it be discharged, in whole or in part, by any of the following occurrence:

(1) the death, incompetency, insolvency, bankruptcy, litigation, dissolution or withdrawal of Debtor or of any guarantor; or (2) renewal, refinancing or extension of the time of the payment of the principal amount of, or any installment or installments of the TIF Loan from the Village; or (3) acceptance by the Village of part payment of the principal amount of, or any installment of the TIF Loan; or (4) release, surrender, sale, exchange or substitution by the Village of all or any part of the collateral of Debtor or of any other guarantor; or (5) release by the Village of any guarantors and/or the acceptance of additional guarantors; or (6) failure of the Village to perfect any security interest in the collateral for the loan or of any guarantor or to record or register any lien or encumbrance thereon; or (7) unenforceability of any document or instrument executed by the Village or the Debtor. The liability of the Guarantor hereunder shall be a continuing liability and shall not be affected by (nor shall anything herein contained be deemed to be a limitation upon) the amount of credit which may be extended to Debtor, the number of transactions with Debtor, repayments by Debtor to the Village, or the allocation by the Village of repayments by Debtor, it being the understanding of the Guarantor

that Guarantor's liability shall continue hereunder so long as there are any unsatisfied obligations from Debtor to the Village pursuant to the TIF Loan or any extensions thereof. The discharge of Debtor's obligations to repay the aforesaid loan, which discharge is a result of any bankruptcy proceeding filed by or against Debtor, shall not diminish, release or impair the obligations of the undersigned under this Loan Guaranty Agreement. The undersigned specifically agrees that in the event of the foreclosure of the TIF Mortgage and in the event of a deficiency resulting therefrom, the undersigned shall be and hereby is expressly made liable to the Village for the amount of such deficiency notwithstanding any provision of the laws of the State of Wisconsin which may prevent the Village from enforcing such deficiency against Debtor, its successors or assigns.

This Guaranty is a guaranty of payment and performance and not of collectability. It is expressly agreed by the undersigned that it shall not be necessary for the Village to proceed first against the Debtor (or to liquidate or foreclose upon any collateral) before proceeding to enforce this guaranty or as a condition to payment or performance by guarantor hereon.

The undersigned agrees that all indebtedness, liability or liabilities now or at any time or times hereafter owing by Debtor, other than obligations incurred in the ordinary course of Debtor's business, to any of the undersigned are hereby subordinated to the obligations guaranteed hereunder, and any payment of indebtedness of the Debtor to any of the undersigned, if the Village so requests, at any time an Event of Default shall exist and be continuing under the terms of the aforesaid loan, shall be received by the undersigned as trustee for the Village on account of the obligations guaranteed hereunder. The undersigned agrees that the payment of any amount or amounts by any of the undersigned pursuant to this Loan Guaranty Agreement which does not result in payment in full of all obligations of Debtor to the Village guaranteed hereunder shall not in any way entitle any of the undersigned whether at law, in equity or otherwise to any right to participate in any security held by the Village for the payment of the obligations guaranteed hereunder, any right to direct the application or disposition of any such security or any right to direct the enforcement of any such security. In the event a right of action and claim has arisen under this Loan Guaranty Agreement in case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any of the undersigned or the property of any of the undersigned, the Village shall be entitled and empowered, by intervention in such proceedings or otherwise: (a) to file and prove a claim for the whole amount of the Indebtedness guaranteed and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Village (including any claim for the reasonable compensation, expenses, disbursements and advances of the Village and the Village's agents and counsel) allowed in such judicial proceeding; and (b) to collect and receive any monies or other property payable or deliverable on any such claims.

The undersigned waives demand, notice of dishonor, presentment for payment, diligence in collection, acceptance of this guaranty and notice of any adverse change in the financial condition of Debtor or any guarantor or of any other fact that might materially increase the risk of the guarantor hereon. This guaranty shall be binding upon the undersigned and upon the heirs, legal representatives, successors and assigns of the undersigned, and shall inure to the benefit of the Village, its successors and assigns. The validity and construction of this guaranty shall be governed by the laws of the State of Wisconsin. If any provision of this Guaranty shall be declared invalid, unenforceable, or illegal, that part will not affect the validity, enforceability or legality of any other provision contained herein. The Loan Guaranty Agreement is executed at the same time as the aforesaid note.

This Guaranty constitutes a separate and independent contract with and obligation to the Village, and the undersigned recognizes and intends that this Guaranty be a separate source of repayment of the Indebtedness hereby guaranteed. Therefore, to induce the Village to make the TIF

Loan to the Debtor and to subordinate the above-referenced TIF Mortgage with the knowledge and intention that the Village rely upon these presents in so doing, the undersigned agrees that recourse may be obtained against the undersigned for the repayment of all or any outstanding portion of said indebtedness prior to, concurrently with or after any action, proceeding, settlement or other means by which the Village may from time to time elect to recover said indebtedness; that in no event shall the Village be deemed to have elected any remedy which precludes or impairs its ability to proceed against the undersigned hereunder; and that this Guaranty may be enforced prior to, concurrently, with or after any action against Debtor and shall survive any foreclosure, sheriff sale pursuant to foreclosure or sale on execution, trustee's sale or deed in lieu of foreclosure, deed in lieu of sheriff sale, or deed in lieu of trustee's sale of any personal or real property encumbered or to which any judgment or other lien attaches to satisfy said indebtedness. In particular, this Guaranty shall survive as an independent contractual obligation any public or trustee's sale under a mortgage with power of sale or deed of trust, despite any statutory provision which otherwise prohibits any deficiency judgment, extinguishes the Indebtedness secured thereby, or otherwise relieves Debtor from further liability, the undersigned hereby recognizing and agreeing that their liability hereunder is not conditioned in any manner upon the existence of such liability of Debtor, and for such purposes the undersigned, while not waiving their rights of subrogation as such, hereby waives any defense to their obligations hereunder which is based upon the impairment of their ability to obtain any redress against Debtor through indemnification, subrogation, reimbursement, contribution or otherwise as a result of a foreclosure or trustee's sale, including, without limitation, any defense that such subrogation or similar rights were abrogated by any acts or omissions of the Village (excepting only such defenses which assert that the Village intentionally abrogated the undersigned's subrogation or similar rights for no legitimate purpose other than to deprive the undersigned of such rights; it being understood and agreed that abrogation of such rights of the undersigned solely as a result of the operation of law resulting from the Village's legitimate actions may not be the subject of any such defense). Upon payment in full of the obligations of Debtor to the Village guaranteed hereunder, the Village shall, upon the request of the undersigned, assign to the undersigned all of its rights against Debtor and all evidence of such rights, including, without limitation, notes, mortgages and all other related security documentation.

Guarantor acknowledges that he is an owner of the Debtor, and as a result thereof, Guarantor will benefit from the TIF Loan and the Village's subordination of the TIF Mortgage to _____, and full and adequate consideration has been received by Guarantor in exchange for this Loan Guaranty Agreement.

With respect to the undersigned Wisconsin married residents, the undersigned represent that this obligation is incurred in the interest of his marriage or family.

Executed and delivered at _____, Wisconsin, this _____ day of _____, 2026.

GUARANTOR:

Ryan Quam


VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Wednesday, March 11, 2026

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion regarding an amendment to the existing Tax Increment Finance Development Agreement between the Village of McFarland and Ezra Properties, LLC for Phase 1 development at 4703 Terminal Drive, Tax Increment Finance District #3.

PREVIOUS ACTION:

May 12, 2019. Village Board approved Resolution 2019-11 Approving Development Agreement with Ezra Properties LLC for Phase 1 development at 4703 Terminal Drive.
May 11, 2020 - Village Board denied a request to amend the Phase 1 Development Agreement to allow extension of the outdoor storage provisions until November 30, 2024 and to withhold future development incentive payments until the developer has complied with all of the terms of the agreement for removal of the vehicles.

ISSUE SUMMARY:

Included in the packet is an amendment to the 2019 development agreement for Phase 1 development of Ezra Properties, LLC Humble Oaks apartment building at 4703 Terminal Drive, Lot 3 of CSM 15176, as prepared by the Village Attorney. The need for this development agreement amendment was discussed by the CDA and Village Board at their respective January, 2026 meetings as part of the review of Quam's development incentives request for Phase 2 and 3 of Humble Oaks. The intent of the amendment to the Phase 1 agreement from 2019 is to memorize that the Village is obligated to make the remaining 50% Phase 1 development incentive payment (\$337,500) to Quam if the life estate's vehicles are removed or properly stored, per the terms of the 2019 agreement, before the current TID 3 statutory termination date. If the property isn't in compliance on or before 8/8/2027, then there is no obligation on the Village to provide the remaining development incentive payment.

FINANCIAL/BUDGET IMPACT:

Payment of the remaining Phase 1 development incentives is anticipated to come from TID #3 fund balance reserves.

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

This agenda item is presented for discussion only. The agenda includes a closed session item under Wis. Stat. 19.85(1)(e) to discuss the TIF Development Agreement Amendment prior to



reconvening into open session to make a recommendation to the Village Board.

ATTACHMENTS:

1. VOM EZRA Phase 1 TIF Agreement First Amendment

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (“Amendment”) is entered into this ____ day of March, 2026, by and between the Village of McFarland, a Wisconsin municipal corporation (“Village”) and Ezra Properties, LLC, a Wisconsin limited liability company (“Developer”).

WHEREAS, the Village and Developer entered into a certain Agreement to Undertake Development effective May 13, 2019 providing for the development of certain lands owned by the Developer in the Village (the “Agreement”); and

WHEREAS, Section III.A of the Agreement required the Developer to complete the Development in accordance with the Development Description attached to the Agreement as Exhibit B; and

WHEREAS, among the obligations listed in said Exhibit B, Developer agreed to assure that stored vehicles and equipment then located on the Development Site would be stored in a completely enclosed building upon completion of construction of a proposed building; and

WHEREAS, Developer has been unable to comply with that provision of the Agreement due to contractual relationships with the owner of the vehicles and equipment; and

WHEREAS, the parties have reached an agreement to allow for an extension of the time within which the Developer may comply with said requirement;

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

1. Amendment to TIF Loan Disbursement. Pursuant to the provisions of Section II.B.10 of the Agreement, the Village has withheld the amounts provided for in Sections II.C.3 and II.C.4 and has not paid those amounts to Developer. Developer acknowledges that it is not currently entitled to those amounts.
2. Amendment to Storage Obligation. The Developer’s obligation to move vehicles and equipment to inside storage as provided in Exhibit B to the Agreement is amended such that the Developer shall have until August 8, 2027 to comply with that provision.
3. Future Disbursement. If the Developer is in compliance with all of the provisions of the Agreement as hereby amended prior to August 8, 2027, the Village will promptly disburse the balance of the TIF Loan. In all other cases, the balance of the TIF Loan shall be deemed forfeited.
4. Tax Increment Credits. Tax increment credits against the TIF Loan as provided in Section III.F of the Agreement shall be given only for such tax increments received with respect to TID No. 3 during its unextended term which the Village may lawfully use to pay project costs for TID No. 3 and shall not include any tax increments received during any extension that may be authorized for housing programs pursuant to §66.1105(6)(g), Wis. Stats.

5. Scope of Amendment. Except as expressly modified by this Amendment, the Agreement shall remain in effect according to its terms.

6. Capitalized Terms. Capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

VILLAGE OF MCFARLAND

By: _____
Stephanie Brassington
Village President

By: _____
Cassandra Suettinger
Village Clerk-Treasurer

EZRA PROPERTIES, LLC

By: _____
Ryan Quam, Member


McFarland
SUMMARY SHEET

MEETING DATE: Wednesday, March 11, 2026

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action to make a recommendation to the Village Board to issue a Request for Proposals for the update of the Village's 2017 Comprehensive Plan.

PREVIOUS ACTION:

ISSUE SUMMARY:

Included in the packet is a draft copy of the Request for Proposals to update the Village's 2017 Comprehensive Plan. The RFP includes language to address the comments received from the joint February 19, 2026 CDA and Plan Commission meeting regarding the Village Board referral to consider creating a plan to engage with the community regarding the 2023 East Side Plan. The draft RFP is scheduled for review and recommendation by the CDA at their March 11th meeting and by the Plan Commission at their March 17th meeting.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

[2017 Comprehensive Plan](#)

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended motion:

Motion, second, to recommend to the Village Board issuing a Request for Proposals for the update of the Village's 2017 Comprehensive Plan.

ATTACHMENTS:

1. Village of McFarland Comprehensive Plan Update RFP_03.04.2026



VILLAGE OF
McFarland

Request For Proposals

2027 Comprehensive Plan

RFP Issuance Date: March 24, 2026

RFP Due Date: By 4:00 PM on April 24, 2026

Please Submit to:

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

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Draft

SECTION 1 Purpose

The Village of McFarland seeks a multidisciplinary consultant team to complete a 10-year update of the Village's 2017 Comprehensive Plan meeting all the requirements of Wis. Stat. 66.1001. The planning area consists of all lands within the Village of McFarland boundary and those lands within the Village's 1.5-mile extraterritorial plat review jurisdiction. Through this planning project, the Village seeks to reevaluate the recommendations within the 2023 East Side Plan and 2005 Terminal and Triangle District Plan as part of the incorporation of those plans within the next Comprehensive Plan. As part of adoption of the final 2027 Comprehensive Plan, the Village desires to retire the 2023 East Side Plan and 2005 Terminal and Triangle District Plan. In addition to experience completing comprehensive plans meeting the requirements of Wis. Stat. 66.1001, the most desirable consultant team will possess a proven track record of community engagement, community consensus building, and public relations. This includes conducting inclusive and innovative community engagement practices.

The Community & Economic Development Director will serve as the Village's Project Manager and point of contact for the consultant. An Ad-hoc Comprehensive Plan Steering Committee will be formed to oversee the plan's development. The Ad-hoc Committee will consist of the members of the Village's existing Community Development Authority and Plan Commission. The Committee will meet as needed to discuss the planning project and draft deliverables. Additionally, the planning process will likely require input from other various Village committees/commissions/board, Village staff, residents, property, and business owners. The Village is currently utilizing a hybrid of in-person and Zoom public meetings. The Consultant should anticipate a combination of in-person, remote, or hybrid meetings throughout the planning process.

SECTION 2 Community Background

The Village of McFarland is located adjacent to the southeast side of the City of Madison in Dane County, WI. US Highway 51 serves as the main connection point between the neighboring cities of Madison and Stoughton. The January 1, 2025 population of McFarland is estimated at 9,737 residents. The Village and some surrounding communities are served by the McFarland School District. The District includes two elementary schools, a middle school, and one high school. In the 2024-2025 school year, the District reported 2,389 enrolled students.

The Village is bounded on the west by Lake Waubesa/Upper Mud Lake and to the south by the Yahara River and Lower Mud Lake. These natural water bodies and the Village's emphasis on outdoor park, conservancy, and recreation amenities contribute to the Village's tagline *Naturally Connected*. The Village also places a strong emphasis on connecting Village operations to the residents and stakeholder which we serve. This includes an internal Communications Manager and supportive staff that work collectively with Village Department Heads and the Village Board, Committees, and Commissions to utilize a number of tools to inform and engage the community regarding Village operations and projects.

In August of 2025 the Village updated its vision and mission statements:

Vision Statement

McFarland strives to be a community that works for everyone. With smart planning, responsible leadership, and strong local services, McFarland is a great place to live, work, and belong.

Mission Statement

We serve McFarland by providing everyday services that support community well-being by leading with care, planning with purpose and acting with accountability. We work to earn trust and make decisions that reflect shared values.

Our Values

- **Trust:** We seek to build a foundation on transparency and honesty.
- **Care:** We serve with empathy, kindness, and respect.
- **Responsibility:** We act with accountability to our community.
- **Balance:** We grow in ways that are thoughtful and protect what makes us unique.
- **Engagement:** We work together to strengthen relationships and belonging.
- **Action:** We focus on real, practical outcomes that serve our residents.

More information about the Village is available at www.mcfarland.wi.us.

SECTION 3 Project Background

The Village last updated its Comprehensive Plan in 2017. The [existing plan](#) has served the community well and there have only been four amendments to the plan since its original adoption. The Village has a number of other existing plans and studies that support community planning including:

- 2026-2030 Capital Improvement Plan
- 2025 Siggelkow Road Traffic Study
- 2025 Comprehensive Outdoor Recreation Plan
- 2025 Town of Dunn Boundary Agreement
- 2024 TID #6 Project Plan
- 2023 Municipal Center Campus Master Plan
- 2023 East Side Plan
- 2023 Economic Strategic Plan
- 2023 Housing Needs Assessment Study
- 2022 Dane County Hazard Mitigation Plan
- 2020 Strategic Plan, Amended 2025
- 2021 Sustainability Plan
- 2017 TID #5 Project Plan
- 2015 TIF #3 Amended Project Plan
- 2015 TIF #4 Amended Project Plan
- 2010 Downtown Strategic Market Analysis and Opportunities Assessment
- 2008 TIF District #4 Project Plan
- 2007 TIF District #3 Amended Project Plan
- 2005 Terminal & Triangle District Plan

- 2005 Highway 51 Corridor Concept Plan
- 2004 TIF District #3 Project Plan
- 1999 Village Center Master Plan

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

Due to existing natural features, municipal boundaries, and existing and potential municipal boundary agreements, the Village’s growth opportunities over the next 10-years are primarily limited to infill redevelopment and eastern greenfield expansion.

Current Projects Relevant to the Comprehensive Plan Project

[Madison-McFarland Intergovernmental Agreement](#). The Village and City recently wrapped up several public information meetings regarding potential concepts for a new intergovernmental agreement, including short and long-term boundary amendments and annexation policies. The Village and City previously had an agreement that was adopted in 1997 and expired in 2018, a year after the 2017 Comprehensive Plan was adopted. This project is currently on hold pending the likely submittal of an annexation petition from residents within the Town of Blooming Grove April Hills subdivisions. The Village anticipates receiving the annexation petition within the next several months. Village Board decisions regarding the annexation petition and whether to proceed with an IGA with the City will likely be concluded by the end of 2026. If the Village Board decides to continue with the IGA project, official adoption is not anticipated until 2027.

[Siggelkow Road Traffic Study and 30% Design Plans](#). In response to community concerns regarding existing and future traffic conditions along Siggelkow Road, the Village completed a traffic study of Siggelkow Road from Erling Avenue to CTH AB in the Fall of 2025. The Traffic Study is being utilized by the Village Engineer as part of the development of 30% design plans for future reconstruction of the portion of Siggelkow Road from Catalina Parkway to CTH AB. The Village anticipates completing the 30% design plans by the end of this Spring.

[USH 51 Reconstruction](#). While not a specific Village led project, the WisDOT is currently reconstruction USH 51 from Stoughton to Siggelkow Road. The Siggelkow Road portion of this project has been completed. Portions from the Yahara River bridge to Larson Beach Road will be reconstructed in 2026-2028. The WisDOT is also completing a study of [USH 51 from Voges Road/Terminal Drive to WIS 30](#).

Recent Projects Relevant to the Comprehensive Plan Project

[2023 East Side Plan](#). In 2023 the Village adopted the 2023 East Side Plan which replaced the 2008 East Side Neighborhood Growth Area Plan. This plan was unanimously adopted by the CDA, Plan Commission and Village Board after a multi-year planning and community engagement process. The plan was adopted as a component, or sub-area plan, of the Village’s 2017 Comprehensive Plan.

2024 Tax Increment District #7. The 2023 East Side Plan identified several areas adjacent to Siggelkow Road for a future business park. A developer purchased 60 acres of farmland within a portion of the future business park areas. The Village began the process of creating a Tax Increment Finance District for the business park areas to establish a municipal financing tool to assist with future business park development. As part of that process, several public meetings were held to address questions from members of the community regarding the history of Village land use planning for the east side, recommendations from the 2023 plans, purpose and mechanics of TIF districts, how other prior and existing TIF districts have benefited the Village, and the details of the proposed TID #7 Project Plan. There was significant community turnout at these meetings, including residents from adjacent communities such as the City of Madison Secret Places subdivision, with questions and concerns regarding the proposed TIF, but also more specifically related to future traffic volumes, existing roadway and intersection deficiencies along Siggelkow Road, bicycle and pedestrian accommodations, potential semi-truck traffic, proposed future land uses and Village communication policies and procedures. At the September 11, 2024, joint CDA and Plan Commission meeting, the CDA and Plan Commission voted not to proceed with creation of TID #7 at that time. The Plan Commission also recommended proceeding with completion of the following items to address the questions and concerns raised by the public:

1. A traffic study of Siggelkow Road from Erling Ave. to CTH AB. with a refresh of the traffic study following the installation of the roundabouts by the DOT at end of the offramps.
2. Creation of 30% of engineering design plan for Siggelkow Road from Holscher Road to CTH AB.
3. Creation of a policy for communication with the City of Madison.
4. Discussion of the East Side Plan reevaluation and Economic Development Plan at a future meeting.

Items 1-3 above have been addressed or are nearing completion. On February 19, 2026, the CDA and Plan Commission met to review a referral from the Village Board to consider creating a plan to engage the community regarding the 2023 East Side Plan. The CDA and Plan Commission reached a consensus to direct staff to prepare a Request for Proposals to update the 2017 Comprehensive Plan including engagement specific to evaluating the recommendations in the 2023 East Side Plan, as one project.

2025 Redevelopment District Plans 1 & 2. From 2023-2025 the Village worked on a planning project to update the Village's 2010 Redevelopment District Plans 1 & 2. Redevelopment District 1 included areas near Terminal Drive, Triangle Street, and Brandt Park. Redevelopment District 2 included areas within the Downtown area. The purpose of these plans was to guide future public infrastructure investments and private infill redevelopment proposals. As part of the public hearing there was substantial community objections to the inclusion of the required property blight analysis conducted by the Village's consultant and its potential to be used by future Village Boards to acquire property by eminent domain. After completion of the public hearing for the new plans, the CDA and Plan Commission voted not to proceed with adoption of the new plans and the Village Board terminated the 2010 plans.

2025 Town of Dunn Cooperative Plan. In 2025 the Village and Town of Dunn entered into a new Cooperative Plan to replace the previous agreement adopted in 2005 that expired at the end of 2025. The new agreement runs through October 29, 2045. Under the terms of the agreement, the Village is prohibited from approving annexation petitions for areas south of the Yahara River until October 29, 2035. After this date, the Village may consider approval of annexation petitions within the areas designated as the Future Highway 51 Growth Area. As part of the 2027 Comprehensive Plan project the Village is not anticipating planning for uses other than those that currently exist. At this time, the Village anticipates completed more detailed land use planning for the Future Highway 51 Growth Area as part of the 2037 Comprehensive Plan, or as a separate planning project in the lead up to the termination of the annexation restriction in 2035.

SECTION 4 Project and Plan Objectives

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

1. Conduct inclusive engagement with deliberate strategies to engage the entire community in the development of the next Comprehensive Plan.
2. Conduct inclusive engagement with deliberate strategies to engage the entire community in evaluating the recommendations in the 2023 East Side Plan.
3. Conduct inclusive engagement with deliberate strategies to engage the entire community in evaluating areas for future infill and redevelopment.
4. Obtain input from a broad set of community stakeholders including various Village committees/commissions/board, Village staff, residents, property, business owners, real estate and development professionals. Include strategies to obtain input from typically unrepresented stakeholders and silent supporters. Provide innovative approaches to educate and obtain input from stakeholders on desired future land uses that leads to stable and sustainable Village budgets, services and infrastructure maintenance that maintains McFarland as a great place to live and work.
5. Build on what has been accomplished from the list of adopted planning documents identified in Section 3, along with what is found within the 2017 Comprehensive Plan, revisiting planning assumptions, concepts and strategies that have not worked well or have yet to come to fruition, including those in the 2005 Terminal and Triangle District Plan and 2023 East Side Plan.
6. Develop a Comprehensive Plan that meets the requirements of Wis. Stat. 66.1001. As part of adoption of the final 2027 Comprehensive Plan, the Village desires to retire the 2023 East Side Plan and 2005 Terminal and Triangle District Plan rather than updating them as separate referenced documents. The final plan should be user friendly, incorporating graphics and maps and minimizing use of text. The existing plan includes

two Volumes and an Executive Summary. The Village is open to other plan layouts, but the final deliverable should include a separate user-friendly Executive Summary.

7. The Village expects that the Comprehensive Plan will also lay the foundation for an overhaul of the Village's Zoning and Subdivision Codes. This project is planned for 2027-2028 within the Village's Capital Improvement Plan and is anticipated to begin in the Summer of 2027 near the completion of the Comprehensive Plan update.

SECTION 5 Scope of Work

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

1. **Public Participation Plan.** Develop a public participation plan meeting the requirements of Wis. Stat. 66.1001 for review by the Steering Committee and adoption by the Village Board. A response to this RFP should include a preliminary community engagement and public relations outline developed by the consultant. The consultant is encouraged to suggest successful public engagement models that have been successful in other communities. The public participation plan will be refined and finalized after the Village has selected the preferred consultant.
2. **Plan Review, Data Collection and Existing Conditions Analysis.** The consultant is expected to become familiar with the Village plans summarized in Section 3, and those relevant plans adopted by regional entities such as the Capital Area Regional Planning Commission (e.g. [Regional Development Framework](#)), [Dane County Housing Initiative](#) (e.g. Dane County Housing Needs Assessment, Dane County Regional Housing Strategy), Greater Madison Metropolitan Planning Organization (e.g. [Connect Greater Madison 2050](#)), and adjacent community comprehensive plans or neighborhood plans. Incorporate WisDOT US 51 design plans and studies as applicable. The consultant shall perform data collection, analysis, and projections to meet or exceed the requirements of Wis. Stat. 66.1001.
3. **Mapping.** The planning project is anticipated to result in several planning maps to meet or exceed the requirements under Wis. Stat. 66.1001. Maps may include but are not limited to those listed below. Most maps are anticipated to include the Village municipal boundary and its 1.5-mile extraterritorial plat review jurisdiction. It is anticipated that the consultant may need to create additional inset maps scaled to specific areas within the Village.
 - a. Planning Area, including jurisdictional boundaries and relevant boundary agreements,
 - b. Soils
 - c. Natural Resources, including WDNR wetlands, FEMA Floodplains, steep slopes, hydric soils, surface water, woodlands, existing Capital Area Regional Planning

Commission (CARPC) mapped Environmental Corridors and Future Potential Environmental Corridors, etc.

- d. Transportation, including existing and proposed roads, bicycle and pedestrian, and bus accommodations.
 - e. Community Facilities and Utilities, including existing and proposed village facilities, public sewer and water facilities, public parks, schools, and private recreational amenities.
 - f. Existing Land Use
 - g. Zoning
 - h. Future Land Use
4. Community Engagement. The consultant shall develop and execute a public engagement plan to inform and gather input from a broad set of stakeholders regarding this planning project, including activities specific to evaluating the recommendations in the 2023 East Side Plan. The consultant should also budget for an appropriate number of meetings with Village Staff, the Steering Committee, and other various Village committees and stakeholders, to develop the plan based on the experience of the Consultant and the needs of this project. A final presentation of the plans will be required once the document is complete to both the Steering Committee and Village Board. This includes a public hearing on the final draft plan. Proposals shall specifically describe the public engagement tools and meetings the consultant proposes as part of their cost estimate.
 5. Vision, Goals, Objectives, Policies and Programs. Develop a plan vision, goals, objectives, policies and programs/initiatives for each of the required nine comprehensive planning elements per the requirements of Wis. Stat. 66.1001.
 6. Draft Plan, Plan Review, and Adoption. The consultant shall prepare draft plan for review by Village staff, the Steering Committee, and public for further revisions and refinement. A public hearing draft plan shall be prepared for review by Village staff, the Steering Committee, and public for further revisions and refinement. After the public hearing is held a final draft plan shall be prepared for recommendation by the Steering Committee and approval by the Village Board. Upon adoption by the Village Board a final plan shall be provided to the Village including any revisions by the Steering Committee and Village Board through the final plan adoption process.

These are the general requirements for the creation of a new Comprehensive Plan and are not intended to be an all-inclusive list of every task necessary to complete the project. It is expected that consultants will submit proposals that provide the Village with more specific recommendations for approaches, tasks, and deliverables based on their expertise from past work on similar projects. Innovative approaches that meet the intent of the Plan Objectives and Scope of Work are welcomed, these could be presented as additional services or additional approaches in the consultant response if desired.

SECTION 6 Deliverables

The selected consultant shall complete a final comprehensive plan document(s) that contain at a minimum those items described in the final Scope of Services. The selected Consultant shall provide the Village with an electronic copy of the final plan in its original and pdf format, including all maps, GIS data and GIS map packages, graphics, or tables used to create the plans. The selected Consultant shall provide the Village with three (3) hard copies of the final plan(s) and an electronic PDF copy of the final plan(s). Draft deliverables may be provided in PDF format.

SECTION 7 RFP Submittal Requirements

1) Qualification Details consisting of:

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

2) Technical Proposal consisting of:

- a. Scope of Work – A description of the approach to be taken toward completion of each item listed under Section 5 of this RFP, including any draft and final deliverables. An explanation of any variances to the proposed Scope of Work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal or from past project experiences.

3) Project Management Plan Proposal consisting of:

- a. Key Personnel – A list or organization chart of personnel directly assigned to the project, along with responsibilities on this project and resumes. Clearly illustrate the responsibilities and lines of communication and authority relative to your project management team. This includes those individuals that will be specifically responsible for community engagement and public relations activities throughout the planning project, including those individuals with specific responsibilities for facilitating public meetings. Describe your plan to interface with Village staff, including opportunities to coordinate with the Village’s Summer Intern for project

activities. The consultant's project manager, who will be responsible for planning, coordinating, and conducting the majority of the work must be identified and committed to the project. The Village reserves the right to approve consultant's project manager, community engagement manager, public meeting facilitators, and any requested personnel and subcontractor changes during the course of the project.

- b. Quality Control – Describe quality control measures and processes to ensure the project requirements are achieved within the project budget and schedule.
- c. Village Staff Commitments – Identification of those items within the Scope of Work for which the consultant anticipates assistance by Village Staff. Village Staff will serve as the point of contact for public inquiries during the planning process, will attend all public meetings, will maintain a project website, and provide public outreach of planning activities through existing Village social media outlets, electronic and community newsletters. The Village also anticipates hiring a Summer Intern that will be available to assist with this project from June-August 2026. The Village can provide the consultant with an original Word copy of the 2017 Comprehensive Plan, including associated Excel tables. The Village can also provide the consultant with GIS shapefiles of the following data:
 - i. Future land uses from the 2017 Comprehensive Plan
 - ii. Zoning
 - iii. 10-Year CIP road improvements
 - iv. Existing and future pedestrian and bicycle routes and trails
 - v. Village facilities and utilities
 - vi. Existing land use, soils, parcel, natural resource and environmental corridor data is available for free from Dane County and CARPC.
- d. Project Schedule – A proposed schedule that indicates project milestones by phases or tasks, delivery of draft and final project deliverables, and overall timeline for completion of the Comprehensive Plan. Identification of meetings with Village Staff, Village committees, and the public, including summary of targeted discusses and meeting outcomes.
- e. Supplemental Information – Any other information deemed necessary to address the requests of this RFP.

4) Cost and Labor Hours Proposal consisting of:

- a. Cost – Lump Sum price to complete the plan as proposed in the Consultant's base Scope of Work. **The Village Board has approved \$60,000 in funding for the project in 2026 and earmarked an additional \$60,000 in funding for 2027 within the Village's Capital Improvement Plan. The final amount of 2027 project funds**

will be determined as part of the Village Board's approval of the selected consultant's contract and the 2027 Village Budget.

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

5) General requirements consisting of:

- a. Due Date – **Responses to the RFP must be received by 4:00 PM CST on Friday, April 24, 2026.** Proposals received late, for any reason, shall not be accepted.
- b. Format & Location – Prospective consultants shall provide one (1) electronic PDF copy. RFP submittals shall be emailed to the Community & Economic Development Director at andrew.bremer@mcfarland.wi.gov, subject: Proposal for 2027 Comprehensive Plan Update. Note, an email more than 25 MB won't be accepted by the Village's email server. Alternatively, consultants may submit a link to electronically download the proposal or an electronic PDF copy via a USB flash drive to the McFarland Department of Community & Economic Development:

Attn: Andrew Bremer, AICP
Community & Economic Development Director
Proposal for Comprehensive Plan Update 2026
5915 Milwaukee Street, PO Box 110,
McFarland, WI 53558.

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

SECTION 8 Evaluation Criteria

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

- Key Personnel Experience (20 points). Level of experience completing similar projects with local government entities of similar size, structure, and complexity. Experience and qualifications relevant to key personnel and their associated project roles and estimated

labor hours. Demonstrated experience in comprehensive planning, community engagement and public relations.

- Community Engagement Strategy (20 points). Demonstrated responsiveness to the community engagement needs outlined in the RFP, including the preliminary public participation plan.
- Scope of Work (20 points). Level of responsiveness and technical approaches to the scope of work outlined within the RFP. Demonstration of knowledge and innovative approaches particular to the desired Scope of Work and Plan Objectives.
- Cost Effectiveness (25 points). Ability to meet budget/value as related to proposed and additional costs. Hourly rates of key personnel. Estimated total labor hours. Total project budget.
- Project Schedule (10 points). Ability to be responsive in meeting schedule required to complete the plan and deliverables. Quality, clarity and creativity of proposed planning process and public engagement, including specific proposed engagement tools and project meetings.
- Quality of Submittal (5 points). Quality, clarity and completeness of submittal package, including identification of draft and final deliverables. Consultants shall not submit verbatim sections of this RFP as their proposal.

SECTION 9 Method & Timeline of Selection

The Village Administrator; Community and Economic Development Director; Associate Planner, Communications Manager, Chairperson and Vice-Chairperson for the Planning Commission, and Chair of the Community Development Authority will conduct the evaluation of proposals submitted. This will comprise the RFP Evaluation Team. They will make a recommendation to the Steering Committee based on proposals received, who then will make the final recommendation to the Village Board for action. The following method and timeline will be utilized to select the desired proposal, subject to change at the Village's discretion:

- **March 24, 2026 – RFP Issuance Date.**
- **April 10, 2026 – Deadline for submittal of written questions.** Questions regarding this RFP shall be emailed to the Community & Economic Development Director at andrew.bremer@mcfarland.wi.gov.
- **April 14, 2026 – Responses to written questions.** Responses to all submitted written questions will be posted to the Village website.
- **April 24, 2026 – RFP Due Date.** RFP's shall be submitted no later than 4:00 PM on Friday, April 24, 2026.

- **April 27 - May 8, 2026.** The Evaluation Team will review the proposals and decide which, in its sole discretion, it chooses to further consider via an in-person or virtual interviews as needed. At its discretion, the Evaluation Team may host interviews with consultants in order to make a recommendation on a preferred consultant to the Steering Committee. Interviews may be held remotely. Village Staff may also follow-up with individual consultants to seek clarification on questions related to bids received as needed.
- **May 13 - 21, 2026 – Steering Committee Meeting.** The Evaluation Team will make its recommendation to the Steering Committee for further consideration following completion of their work to evaluate the proposals. The Steering Committee will consider the recommendation of the Evaluation Team in order to make their own recommendation to the Village Board.
- **May 26, 2026 – Village Board approval.** The Board will take final action to consider acceptance of the recommended proposal and enter into a contract for this purpose.
- **May 29, 2026– Contract Signatures.** The Village Attorney will draft the final contract for signatures utilizing the approved proposal and the Village’s Standard Contract.
- **June 1, 2026 – Estimated Project commencement date.**
- **By August 18, 2027 – Estimated project completion date.** Village Board acceptance of final plans on or before August 18, 2027.

SECTION 10 Terms and Conditions

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

The Village uses a standard template contract for such services and will require its utilization for this project. A copy of the standard template is attached to this RFP for reference.

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

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

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

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

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

SECTION 11 RFP Exhibits

Exhibit A: Standard Contract Template

Draft