

**PLAN COMMISSION**

**Monday November 21, 2016**

**7:00 P.M.**

**McFarland Municipal Center  
Community Room**

**AGENDA**

1. Call To Order
2. Approval of Minutes
  - a. Review and approval of draft Minutes from the October 17, 2016 Plan Commission meeting.
3. Public Hearing - Review and possible recommendation to the Village Board regarding a 2-Lot Certified Survey Map (CSM), for property owned by FBM Gypsum Supply. Legal description as follows: A parcel of land located in the NE ¼ of section 33, and in the SE ¼ of section 28, and in the NW ¼ of section 34, and in the SW ¼ of section 27, all in Township 7 north, range 10 east in the Village of McFarland, Dane County, Wisconsin. The property addresses are 4412 and 4414 Terminal Drive and are currently zoned M-IC Manufactured Intensive.
4. Extraterritorial review CSM section 1 Town of Dunn property owner Tom Anderson.
5. Review and possible recommendation to the Public Safety Committee regarding an application for a 83' x 40' (3000 sq.ft.) outdoor sports activity area by Carter Smith, Spartan Bowl at 4711 Farwell Street, McFarland, WI.
6. Discussion - Mark Roffers, MDRoffers and Associates relating to partial draft of Vol. 2 of updated Comprehensive Plan.
7. Review and possible recommendation to the Village Board regarding the Development Agreement for Preston Place, 5401 Paulson Road, by Brett Riemen and Brian Spanos.
8. Discussion and possible recommendation to the Village Board regarding annual review of fees in lieu of Parkland Dedication – sec. 56-176 of the Village Of McFarland Municipal Code.
9. Staff Reports:

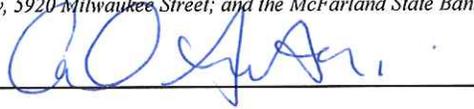
- a. Highlights and updates:
  - i. December meeting – availability December 19<sup>th</sup>
- b. Property Maintenance

## 10. Adjournment

Notes:

- 1) Persons needing special accommodations should call 608-838-3154 at least 24 hours prior to the meeting.
- 2) A quorum of The Village Board may attend this meeting for the purpose of gathering information relevant to their responsibilities as Village trustees. No matter shall be considered nor shall any action be taken by said Village Board members at this meeting.
- 3) More specific information about agenda items may be obtained by calling 608-838-3154.

*This agenda was posted, or caused to be posted, by my hand on the 18<sup>th</sup> day of November 2016, at the following three (3) posting places in the Village of McFarland, to wit: McFarland Municipal Center, 5915 Milwaukee Street; E.D. Locke Public Library, 5920 Milwaukee Street; and the McFarland State Bank, 5990 Hwy. 51.*



*Cassandra Suettinger, Clerk/Deputy Treasurer*

**Plan Commission**  
**Background and Recommendations**  
**November 21, 2016**

**Agenda Item #3 – 2 lot CSM – Former 84 Lumber site, 4412 & 4414 Terminal Drive.**

This site has been purchased by Foundation Building Materials. The company has no need for the rear buildings. Lot 2 has access to Terminal Drive via ± 48' driveway.

Since a portion of the right-of-way is dedicated to the Village, Board approval is necessary.

Recommendation: Approval to the Village Board.

**Agenda Item #4 – CSM Extraterritorial review.**

Since this CSM is within 1 ½ miles of our boundary we have reviewing authority. Property owner Tom Anderson wishes to correctly identify the location of his existing driveway. Looking at the aerial photo in your packets you can see the disparity between the current legal description of his driveway and its actual physical location.

Recommendation: Approval

**Agenda Item # 5- Outdoor sport activity area with no alcohol consumption – Spartan Bowl.**

Spartan Bowl has filed an application for a 40 x 83 outdoor volleyball court in front of the bowling alley immediately adjacent to their existing outdoor drinking area.

According to information provided:

- Volleyball will be played April 1<sup>st</sup> to September 15<sup>th</sup> Monday – Friday 5 – 9 p.m. and possibly weekends 11:00 a.m. – 9:00 p.m.
- No alcohol will be allowed inside the court area which is located on the street side or northwest corner of the bowling alley.
- Jersey barriers will act as barrier to vehicle traffic.
- Court to be cleaned and raked daily. (Owners should outline how they will store equipment during downtimes).
- Netting to be 20 feet high supported by 40 posts.
- 6" x 6" x 12 timbers used to hold 16" of sand on drain pipes and felt.
- Existing lighting to be used.

- Meets 200 ft. setback.
- 12 players on courts during matches.
- A stairway will be constructed from the outdoor patio to the courts
- Approximately 10 parking stalls will be lost. According to our building inspector adequate parking will still be available.
- EMS is ok with exits for emergency purposes.

**A copy of the outdoor sports activities ordinance is included in your packets.**

In reviewing this application, Commissioners should use the standards in section 11-69(f) (1)-(9) as well as requirements for an application enumerated in (c) (1)-(5). Code language in (e) allows the application of additional requirements if warranted. You may wish to discuss the appropriateness of having the court in its proposed location.

**Agenda Item #6- Discussion with consultant Mark Roffer relating to a partial draft of Volume 2 of our updated Comprehensive Plan**

I emailed to you Mark Roffers initial draft of 3 chapters for Vo. 2 on November 16<sup>th</sup>. Please review prior to our meeting.

**Agenda Item #7 – Developers Agreement – Preston Place, 5401 Paulson Road**

Commissioners approved this residential duplex project in late June 2016. A development agreement is needed for the public improvements. This document has some tweaks before it can be approved. The Developer would like to get as much work as done before the snow flies. Attorney Larry Bechler is ok with approving with conditions, see his November email. We have a six month surety check for \$118,000. Both Allan Coville and Village Engineer Brian Berquist have no objections.

**Agenda Item # 8 - Review of Parkland Dedication Fee's**

Every year at this time we review the fee charged for “fees in lieu of parkland dedication.” To recap, under circumstances where land dedication is not possible for various reasons i.e. small land divisions with no land available or unsuitable property for park purposes, a fee in lieu is charged. The current fee is \$4,115.00 per dwelling unit and is based on the per acre cost the Village would have to pay in the marketplace. Every November/December, Plan Commissioners review this fee and recommend any changes. In looking at recent land sales, the Babcock property on MN is the sole property within our area, sold in 2016. The per acre price was \$21,000. This land was purchased by Vennevoll Inc. of Stoughton who plans to construct an assisted living campus in about 5 years. The alternative to using land sales information is the Consumer Price Index which is 3.4% (September 2015- September 2016 for “shelter”) amounting to \$140.00 or ± \$4,255.00 per unit (4,115 + 140). Due to the continuing recovery of

the housing market rate and looming mortgage rate hike you may wish to leave the fee unchanged.

## **Working Draft Minutes Plan Commission Meeting**

**October 17, 2016**

**Members Present:** Brad Czebotar, Cathy Kirby, Bruce Fischer, Kate Barrett, Jeff Sorenson, Ron Berger, Dan Kolk

**Members Absent:** None

**Staff Present:** Pauline Boness, Matt Schuenke, Karen Knoll

**Others Present:** Sharyn Gussick, Deanne Funkhauser, Craig Howery, Bonnie Allbough, Ron Gussick, David Swofford, Maureen Gaffney, Ken Nordlie, Sue Smith, Korianne Kerkenbush, Tim Gill, Deanna Durnford, Mike Klune, Grant LaPlant, Lori LaPlant, Jeff Maertz, Lois Pfister, Larry Pfister, Kris Sturman, Dawn Faust, Rebecca McGuire, Scott Smith, Kathleen Smith, Gail Posen, John Posen, David Baehr, Kitty Brussock, Clair Utter, Cindy Weber, Art Weber, Ron Trachtenberg, Mary Jo Olson, Philip Olson, Larry Lehman, David Schiefelben, Robert Bouril, David Silverberg, Sarah Berry, Stuart Allbough, Tammy Thayer, Deb Braun, John Wenderling, Jim Joehnk, Mark Wegner, Wayne Charlie, Darrel Braun, Kelsy Boyd

1. **Call to order.** Czebotar called the meeting to order at 7:05 p.m.
2. **Review and approval of draft Minutes from the September 19, 2016 Plan Commission meeting.**  
Barrett asked the word "it" be removed from the last paragraph on page 7 in the September 19, 2016 minutes as the sentence would sound better. Czebotar called for approval of the minutes as changed per Barrett's request, motion carried 7-0.
3. **Public Hearing – Review and possible approval regarding a 2-Lot Certified Survey Map (CSM) request for property owned by Art and Cindy Weber. The property address is 5306 Falling Leaves Lane is currently zoned R-1, Single Family Residence. (Postponed from the September 19, 2016 Plan Commission meeting.)**

Czebotar opened the public hearing at 7:06 p.m. Art Weber, 5306 Falling Leaves Lane stated they are seeking to split their current 26,000 sq.ft. lot into two lots, creating a 9,435 sq.ft. lot which is smaller than 10,000 sq.ft. required for R-1 zoning. This smaller lot would need to be zoned R-1A. Their intention is to sell their current home and build a new smaller one on the second lot. They have met with neighbors to discuss their proposal along with meeting with Building Inspector, Marty Pilger and Pauline Boness, Community Development Director. Nothing has changed from when they came before the Commissioners previously on this request.

Czebotar closed the public hearing at 7:08p.m.

Czebotar moved to approve a 2-Lot Certified Survey Map (CSM) request for property owned by Art and Cindy Weber. The property address is 5306 Falling Leaves Lane is currently zoned R-1, Single Family Residence. Kirby seconded the motion, motion carried 7-0.

**4. Public Hearing - Review and possible recommendation to the Village Board regarding Ordinance No. 2016-06. AN ORDINANCE TO REZONE LANDS AT 5306 FALLING LEAVES LANE FROM THE R-1 RESIDENTIAL DISTRICT TO R-1A RESIDENTIAL DISTRICT. (Postponed from the September 19, 2016 Plan Commission meeting.)**

Czebotar opened the public hearing at 7:08 p.m., with no one wishing to speak the public hearing was closed at 7:08 p.m.

Czebotar moved to recommend to the Village Board approval of Ordinance 2016-06. An Ordinance to rezone lands at 5306 Falling Leaves Lane from the R-1 Residential District to R-1A Residential District. Kolk seconded the motion, motion carried 7-0.

**5. Review and possible recommendation to the Village Board on a request by Beach House Properties LLC to approve a General Plan to redevelop Lots 1 (former Beach House Restaurant site) and 2 of CSM 1256 with 37 multi-family units and a restaurant. The addresses are 4506 Larson Beach Road and 5604 Lake Edge Road. (Postponed from the September 17, 2016 Plan Commission meeting.)**

Ron Trachtenberg – attorney with Von Briesen is representing the developers. He has with him Bob Bouril and Jeff Maertz of the architectural firm and Jim Joehnk an engineer who will speak on water quality. They made a presentation for the neighbors on October 5, 2016, it is essentially the same presentation Commissioners will hear tonight, they were not however able to come to any satisfactory conclusion at the neighborhood meeting.

There were four issues raised; setbacks and sideyards; they are equal to the adjacent homes and have scaled the building back on the third story so the setback to each neighbor is similar to a two story. Owner occupancy; they will eventually be owner occupied, but feel it will take time and they want to build both buildings at the same time as it will be easier for construction costs, they do not expect all units to sell at once, and they want time to be able to sell them, units will

be rentals until they sell, when they get ready to sell after being a rental they will totally refurbish the unit. The density concern, they are now at 37 units, there was discussion they go down to a two story building, to take them down to the R-3 zoning of 27 units. They do not feel that is correct as they have the empty lot to develop which would give them another 6 units; they feel the comparison is actually 33 vs 37 units. With 37 units you will have a restaurant. They have brought down the height of the building, but they need three stories to get the design they wish.

Bob Bouril and Jeff Maertz presented a slide show of the sites at 4506 Larson Beach Road and 5604 Lake Edge Road showed current views and how they propose it will look with their request for the property to be rezoned to Planned Development Infill.

Jim Joehnk explained their design for stormwater management for the proposed project. Barrett asked if the bio retention area was designed to hold snow. Joehnk replied it will hold some, and they have identified parking areas for snow storage. Joehnk reviewed plans for stormwater runoff and how they feel it will work if their request is approved. Barrett inquired how salt and snow will be handled in the bio retention areas, as the soil type is crucial. Joehnk replied that is what the bio retention pond component is. Barrett encouraged them to contact the DNR as there is work being done on revising the standards at this time.

Bouril stated they have added a green roof to the area above the restaurant. Bouril then reviewed other standards of a Planned Infill District, and their proposal for the Lake Edge and Larson Beach Road properties, as well as the additional site located at 5611 Lake Edge Road. This is a three site development and they feel the same standards would apply.

They do not want to phase the construction and anticipate starting three months after approval, with completion in approximately 11 months.

Chris Sturman advised they are at the maximum they can cut back, per their financial analysis. They are holding at 37 units, if they reduced the plan to 27 units, it would cost them a loss of \$36,000 per unit; this is why they need the density to support their project.

Czebotar advised they will take public comments at this time.

Bonnie Allbaugh – 5622 Lake Edge Road – Spoke in opposition

Kathleen Smith – 5624 Lake Edge Road – Spoke in opposition

Dawn Faust – 5426 Bremer Road – Spoke in opposition

Susan Smith – 5434 Bremer Road – Spoke in opposition

Maureen Gaffney- 5438 Bremer Road – Spoke in opposition.

Stuart Allbaugh – 5622 Lake Edge Road – Spoke in opposition

Scott Smith – 5624 Lake Edge Road – Spoke in opposition

Tammy Thayer – 5728 Lake Edge Road – Spoke in opposition

Gail Posen – 5822 Lake Edge Road – Spoke in opposition

Sharyn Gussick – 5708 Lake Edge Road – Spoke in opposition

Mike Wegner – 5704 Lake Edge Road – Spoke in opposition

Sarah Berry -did not wish to speak, registered her opposition.

Timothy Gill- 5410 Bremer Road, did not wish to speak, registered his opposition.

Deanne Funkhauser - 5834 Lake Edge Road, did not wish to speak, registered her opposition.

Deanna Durnford – 5504 Bremer Road, did not wish to speak, registered her opposition.

Mike Klune – 5508 Bremer Road, did not wish to speak, registered his opposition.

Kitty Brussock – 6214 South Court, did not wish to speak, registered her opposition.

David Silverberg – 5810 Lake Edge Road, did not wish to speak, registered her opposition.

Philip R. Olson – 6212 South Court #1, did not wish to speak, registered his opposition.

Ron Gussick – 5708 Lake Edge Road, did not wish to speak, registered his opposition.

Mary Jo Olson – 6212 South Court, #1, did not wish to speak, registered her opposition.

Korianne Kierkenbush – 5304 Bremer Road, did not wish to speak, registered her opposition.

John Poser – 5822 Lake Edge Road, did not wish to speak, registered his opposition.

Darrell Braun – 5804 Lake Edge Road, did not wish to speak, registered his opposition.

Debra Braun – 5804 Lake Edge Road, did not wish to speak, registered her opposition.

Wayne Charlie -5504 Bremer Road, did not wish to speak, registered his opposition.

Received letter in opposition from Roy Carter, Yahara Lakes Association Ltd. And the Board of Directors – Yahara Lakes Association Ltd.

Received letter in opposition from Mark Wegner.

Czebotar closed the public comments section of the meeting. Czebotar stated why he felt the changes made by the proposed developer are good. Czebotar stated it is the Plan Commissions responsibility to make a recommendation to the Village Board that it either be approved as submitted, approved with modifications or disapproved. Ultimately the Village Board has the final authority.

Czebotar moved to recommend to the Village Board approval of the request by Beach House LLC for the General Plan to redevelop Lots 1 (former Beach House Restaurant site) and 2 of CSM 1256 with 37 multi-family units and a restaurant. The addresses are 4506 Larson Beach Road and 5604 Lake Edge Road with the following conditions:

- Stormwater management plan shall be reviewed and accepted by the Village Engineer prior to the detailed plan.
- Acceptance of the recommendations from the Public Safety Committee incorporated into the general plan.
- The developer shall make contact with the McFarland School District in order to confirm the planned development will not adversely affect the ability of the public agency to provide school services.
- The developer shall incorporate additional screening into the landscaping plan within the 22' side yard setback in order to shield neighboring properties from any perceived adverse external effects of the proposed development. The developer is further encouraged to explore with neighboring property owners the need for fencing.
- The developer shall maintain public access to the lake either by boat or pedestrian in designated areas within the property in use with the public pier, plaza and community room.
- The developer will be responsible for the ongoing care and maintenance of the offsite parking lot. Discontinuance and or alterations to the offsite parking lot shall be considered a revision to the general and detailed plan for this planned development and shall follow the process for revisions as is outlined in the zoning code.
- The developer shall hire an arborist to assess the conditions of each of the mature trees on the site and make a recommendation regarding the ongoing care and inclusion in the site as well as will be presented in the final landscaping plan with the detailed plan submittal.
- The developer shall carry forward all changes made during the review of the general plan and as is included in the submittal to the detailed plan.
- Contracts with vendors serving the restaurant will be made by smaller box trucks and not by 18 wheeler delivery trucks.
- An exemption will be granted to the standard floor area ratio listed in section 62.66 (d) (2) as allowed to be made by section 62.66 (f) for the exceptions for the standards.

With no second to the motion, the motion failed.

Kirby stated as discussed at previous meetings, this is a unique property and the Village needs to take the time to make sure it is done right; she does not feel this proposal is right. In comparison there is a new 3 story, 36 unit apartment building on Farwell Street, which is a commercial district, she cannot imagine placing something of that size in a residential district. The codes call for 16 units on the Beach House site, with up to 27 with a conditional use permit. While the developers feel they have all the points for this to be a PDI, she does not feel this site should be a PDI, it should be built with the conditions set forward in the ordinance, with the possibility of a CUP, putting it into the 27 – 30 unit range. Kirby cannot recall any project where they have made the exceptions this developer group is asking for. She does not agree with the developer's calculations for FAR, by using what could be called an "out lot" across the street, and by doing so would set a precedent for future problems. It has to be contiguous property. While the developers have good intentions, she does not feel they realize this is a residential neighborhood which they are working with.

Kirby moved to postpone the project until the development can be reduced to no more than 30 units as well as other conditions which will be outlined at that time. Barrett seconded the motion.

Kirby advised the reason she made this motion is because if they postpone it they send the developers back to the drawing board, and send the message, which they tried to send last month, that this project is too dense. Kirby feels the developers tried to work with every other issue brought up except for the density. While a great presentation, the primary issue is still density. A motion to deny would send the proposal to the Village Board giving them the opportunity to approve the project. This is similar to the process which was gone through with the Kwik Trip project, it took many meetings, and in the end a project was proposed that both the developer and the neighborhood could agree on. While the length of time and process may be frustrating, it is a process which if followed can have a good outcome for everyone.

Barrett commented the developers were instructed by someone there needed to be a restaurant on the site, she is not sure that is what is really needed. If the developer needs to delete the restaurant from the project to make it economically feasible for them, they should consider it. While the building proposed may be beautiful, it is too big of a building for that site. Barrett feels if you cannot find the time to do it right, you cannot do it over. Whatever goes up there is something they will have to live with for the next 50 -100 years. As with the Kwik Trip project, the neighbors were very engaged attended multiple meetings, to speak with the developers. Everyone was at the table for the right reason, to do what was best for the community. Barrett summarized what she wants is something which will fit into the neighborhood and be good for McFarland.

Kolk advised he was in support of the project as designed with the exception of the floor area ration (FAR). If this was approved in a PDI, you run the risk of setting precedent which cannot be turned back. He understands the difficulty in this, but only they can look at their finances and decide if this is a feasible project for them. We need to be cautious on a project like this, and they have not yet achieved the standard of density. He personally would hate to lose the restaurant, but if that is what it takes to achieve the density, he is fine with it. We have to listen

to the neighbors and residents. He would like to see more discussion, and while no one likes more meetings, if that is what it takes he would be in favor of that.

Berger concurred with Barrett and Kolk, the key issues is using the parking lot in their calculations. He thought after the last Plan Commission meeting the developers would have come back with a proposal in the low 30's for number of units, he was disappointed to see it only went down by two units. He asked of Kirby, does her motion need to be tied to a number of units. Kirby responded she could be flexible, but you need to select a number, if not a PDI the number would be 27. Czebotar asked for review of the verbiage of the motion. Knoll read back the motion. Kirby clarified the reason she did that was she wanted to send a clear message, she did not want to be coming back month after month, with the proposal only being reduced each time by one unit.

Sorenson he agrees with almost everything that has been said, he was disappointed when he received his packet and reviewed it, he thought it was made very clear at the previous meeting; the main concern was the size and the bulk of the building. He did not think the developer took what was said last month and put the best effort into it. It comes down to density and FAR, he agrees they cannot use the additional lot in the floor area ratio. While items such as stormwater, bio-retention pond, trees have all been addressed, but feels it was more of a smokescreen to ignore what the main concern is.

Kolk would like to see the motion reworded to address the floor area ratio, rather than just the number of units. Kirby would accept a friendly amendment. Berger made a friendly amendment to read the project to meet the floor area ratio of .7 without using the non-contiguous lot. Commissioners discussed various options of the motion. Berger withdrew his friendly amendment.

Kirby requested to modify her original motion to read; I move to postpone action on this development until the developers can provide them with a plan that meets the floor area ratio ordinance of .7 without using the non-contiguous lot and is 30 units or less. Sorenson seconded the motion.

Kolk inquired of Boness if the restaurant is calculated in the floor area ratio. Boness responded yes. Commissioners discussed options of setting a firm number, versus a range of units.

Czebotar requested Kirby's motion be reread. Knoll reread motion. Czebotar called for the vote, Motion carried 5-2 with Kolk and Czebotar voting nay.

- 6. Public Hearing - Review and possible recommendation to the Village Board regarding Ordinance No. 2016-04. An Ordinance REZONING LANDS IN THE VILLAGE OF MCFARLAND AT 4506 LARSON BEACH ROAD FROM C-G COMMERCIAL GENERAL TO PDI-GPA PLANNED DEVELOPMENT INFILL DISTRICT GENERAL PLAN APPROVED AND 5604 LAKE EDGE ROAD FROM R-3 GENERAL RESIDENCE TO PDI-GPA PLANNED DEVELOPMENT INFILL DISTRICT GENERAL PLAN APPROVED. Legally described as: Lot One (1) and Lot Two (2),**

**Certified Survey Map No. 1256, recorded in Volume 5 of Certified Survey Maps of Dane County, Wisconsin, Page 178, as Document Number 1376444, in the Village of McFarland, Dane County, Wisconsin. Addresses are 4506 Larson Beach Road and 5604 Lake Edge Road (Postponed from the September 19, 2016 Plan Commission meeting).**

Due to Agenda Item #5 being postponed, the public hearing on Agenda Item #6 is postponed.

**Staff Reports:**

- a. **Highlights and Updates** – Comprehensive Plan update, Resolution CARPC No 2016-12-A. Boness summarized there was an application to CARPC for a variance for some areas in the Gannon development, they did receive a variance and what CARPC would like to see is indicated in the resolution. The largest issue is limiting the amount of fertilizer used on the properties. Boness is not sure how that can be done; but it can be discussed. There is also a restoration plan, along with other issues which will be discussed with Gannon's engineers.

Boness updated Commissioners about the sign code, a recent conference she attended, and communities currently updating their sign codes. Boness has asked Attorney Fleming to review the updated code, and see if there is anything we need to incorporate, she hopes to hear back by the end of the year.

- b. **Property Maintenance Report** – Commissioners questioned the timeframe for follow up and extensions granted to parties who are not in compliance with ordinances. Kirby inquired about the property on Wisconsin Street where there have been numerous extensions granted, why do we keep granting them if a party is not in compliance and how do we contact them? Knoll advised the Building Inspector will try to make follow-up contact by phone with this party, as for serving of notices they are done by mail, and/or posting on the property, it depends on the violation; some parties will refuse to sign for certified mail when they know they are in violation. Sorenson feels we have been more than patient and we should be citing people when in violation. Boness advised she has spoken with the Village Attorney, and has spoken with other communities about similar situations, there will be meetings per Czebotar request to discuss ways to handle these types of situations.

7. **Adjournment** – Kirby moved to adjourn, Sorenson seconded the motion, motion carried. Meeting adjourned at 9:25 p.m.

#3

RECEIVED

NOV 15 2016

VILLAGE OF McFARLAND



# CERTIFIED SURVEY MAP DATED: November 14, 2016

**Birrenkott  
Surveying, Inc.**

P.O. Box 237  
1677 N. Bristol Street  
Sun Prairie, Wisconsin 53590  
Phone (608) 837-7463  
Fax (608) 837-1081

**Surveyor's Certificate:**

I, Daniel V. Birrenkott, herby certify that this survey is in full compliance with Chapter 236.34 of Wisconsin Statutes. I also certify that by the direction of the owners listed hereon, I have surveyed and mapped the lands described hereon and that the map is a correct representation of all the exterior boundaries of the land surveyed and the division of that land, in accordance with the information provided.

Daniel V. Birrenkott, Professional Land Surveyor No. S-1531

**Description:**

A Parcel of land located in the Northeast 1/4 of Section 33, and in the Southeast 1/4 of Section 28, and in the Northwest 1/4 of Section 34, and in the Southwest 1/4 of section 27, All in Township 7 North, Range 10 East, in the Village of McFarland, Dane County, Wisconsin, more particularly described as follows: commencing at a 1 1/4" Iron Bar at the Northeast Corner of said Section 33; thence S02°36'36"E, 371.93 feet (recorded a S02°31'04"E, 371.85 feet) the Point of Beginning; thence S87°07'16"W (Recorded as S86°43'20"W), 531.38 feet along the Southerly property line; thence N03°48'14"E, 507.25 feet (Recorded as N03°28'20"E, 507.02 feet); thence N87°09'34"E, 1036.12 feet (Recorded as N86°44'30"E, 1036 feet); thence N00°42'27"E (Recorded as N00°18'31"E ), 150.00 feet; thence N87°26'57"E, 479.04 feet (Recorded as N89°27'E, 478.70 feet) to a point on the centerline of Terminal Road (OLD U.S.H. "51"); thence S00°46'26"W, 288.96 feet (Recorded as S03°03'W, 288.50 feet), along said centerline; thence continue on said centerline S00°46'56"W (Recorded as S03°03'W), 187.30 feet; thence S87°06'26"W (Recorded as S86°42'30"W), 427.10 feet; thence S00°32'26"W (Recorded as S00°08'30"W), 175.00 feet; thence S87°07'16"W (Recorded as S86°43'20"W), 584.28 feet to the point of beginning, containing 765,936 Sq. Feet or 17.58 Acres Gross.

**Owners Certificate:**

As owner, I hereby certify that I have caused the lands described on this Certified Survey Map to be surveyed, divided, dedicated and mapped as represented on this Certified Survey Map. It also certifies that this Certified Survey Map is required by Village of McFarland.

FBM Gypsum Supply of Illinois LLC

Randy Ritsema, Owner

**State of Wisconsin )**

**Dane County ) ss** Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, the above-named persons, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Dane County, Wisconsin.

My Commission Expires

Printed name

**Village of McFarland Approval Certificate**

We hereby certify that this Certified Survey Map was approved for recording per Village of McFarland.

Cassandra Suettinger, Clerk, Village of McFarland

Dated \_\_\_\_\_

**Surveyed For:**  
Foundation Building Materials  
C/O FBM Gypsum Supply of  
Illinois, LLC  
7552 Walnut Ave.  
Tustin, Ca 92780  
616-724-2641

**Register of Deeds Certificate:**

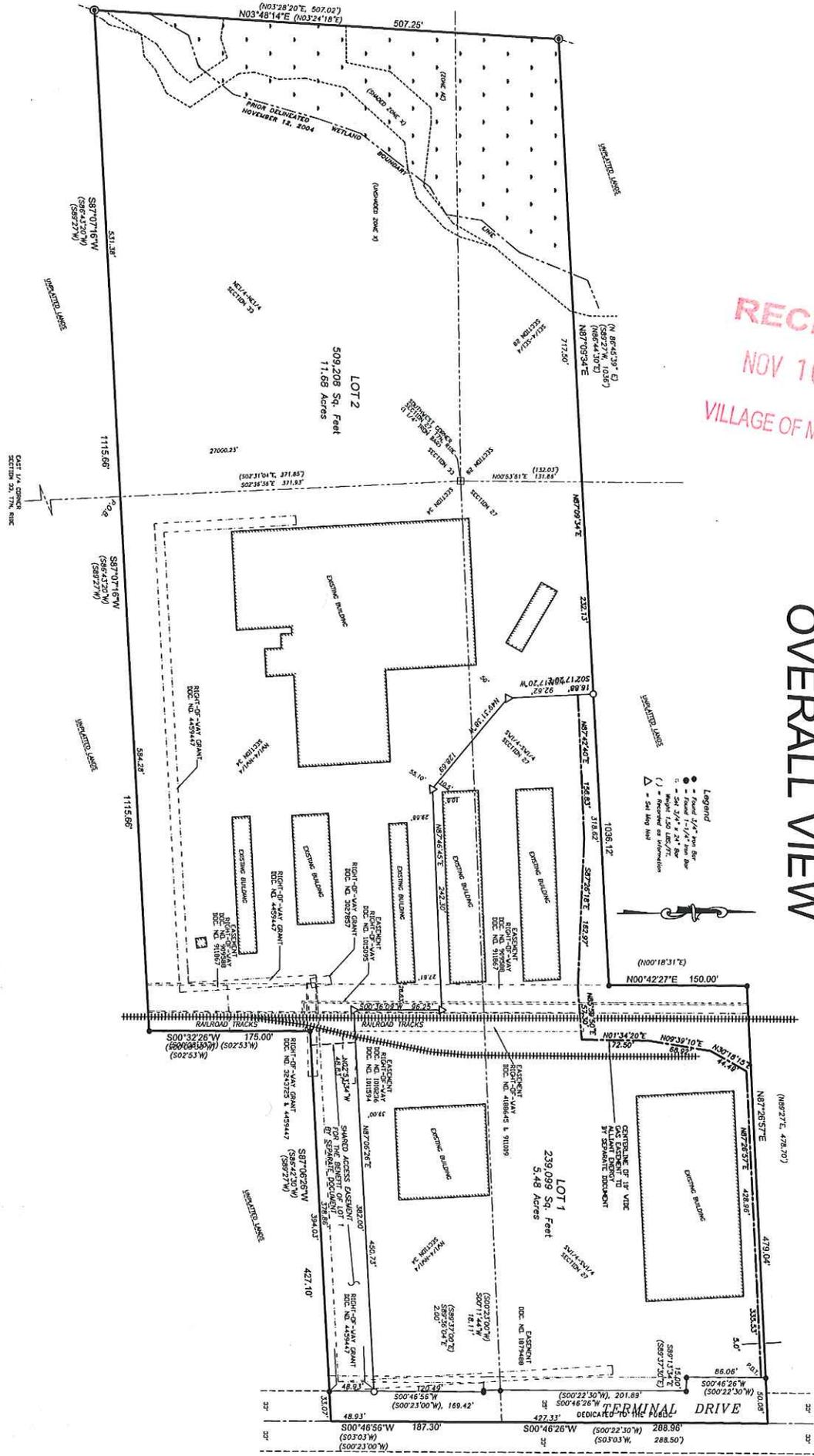
Received for recording this \_\_\_\_\_ day of \_\_\_\_\_, 2016  
at \_\_\_\_\_ o'clock \_\_\_\_\_ m and recorded in Volume \_\_\_\_\_ of Certified Survey  
Maps of Dane County on Pages \_\_\_\_\_.

Surveyed: TAS  
Drawn: TRK  
Checked:  
Approved:  
Field book: 361/10-12  
Tape/File: J:\2016\CARLSON  
Sheet 6 of 6  
Office Map No.: 160616CSM

Kristi Chlebowski, Register of Deeds  
Document No. \_\_\_\_\_  
Certified Survey Map No. \_\_\_\_\_, Volume \_\_\_\_\_, Page \_\_\_\_\_

RECEIVED  
NOV 16 2016  
VILLAGE OF McFARLAND

# OVERALL VIEW



RECEIVED  
NOV 10 2016

VILLAGE OF MCFARLAND

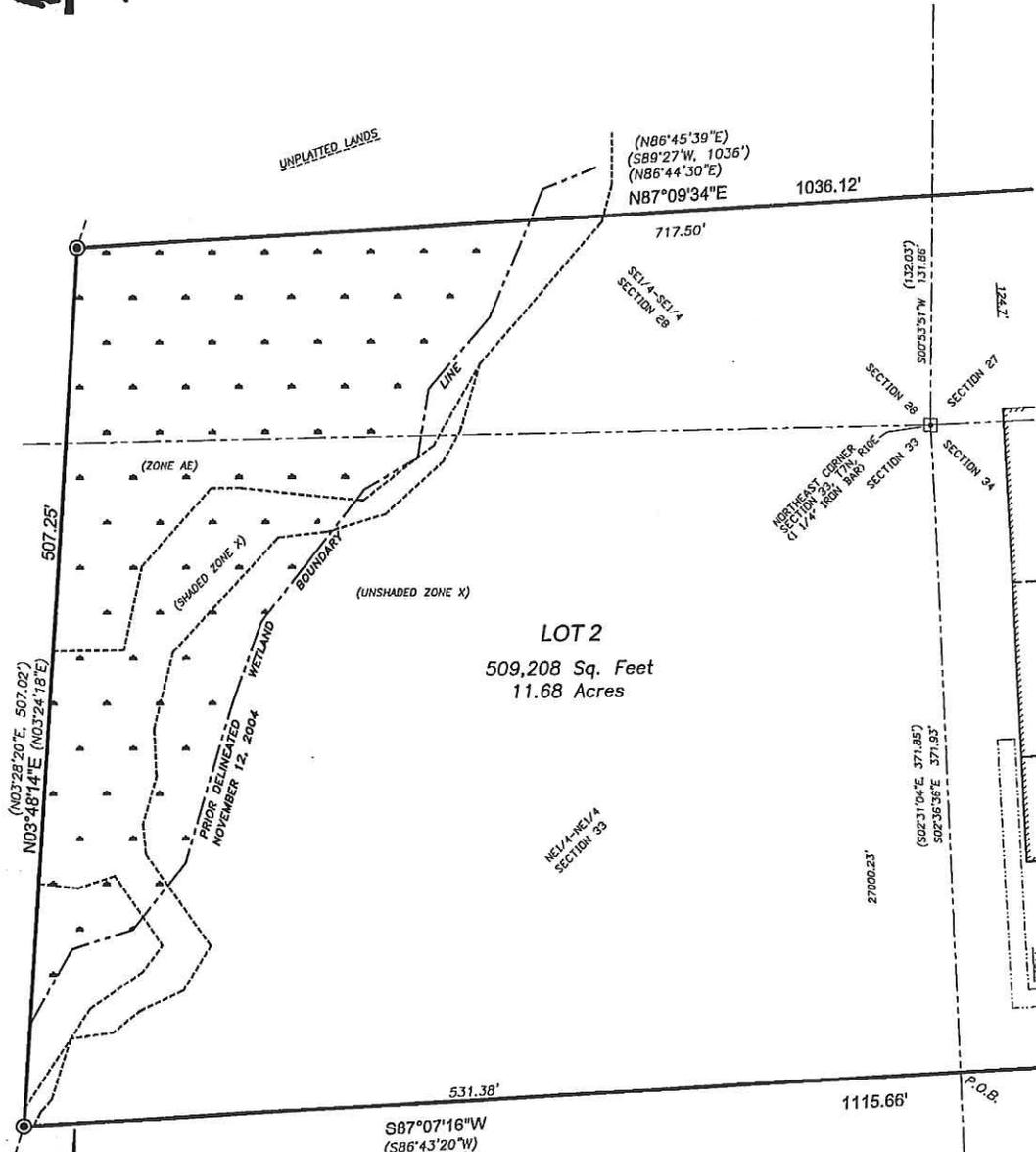


BIRRENKOTT  
SURVEYING, INC.

P.O. Box 237  
1677 N. Bristol Street  
Sun Prairie, WI. 53590  
Phone (608) 837-7463  
Fax (608) 837-1081

# CERTIFIED SURVEY MAP

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 33, AND IN THE SOUTHEAST 1/4 OF SECTION 28, AND IN THE NORTHWEST 1/4 OF SECTION 34, AND IN THE SOUTHWEST 1/4 OF SECTION 27, ALL IN TOWNSHIP 7 NORTH, RANGE 10 EAST, IN THE VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN



assumed bearing of S00°22'30"W  
Bearing referenced to the center  
line of Terminal Drive.

### Legend

- = Found 3/4" Iron Bar
- ⊙ = Found 1-1/4" Iron Bar
- = Set 3/4" x 24" Bar  
Weight 1.50 LBS./FT.
- ( ) = Recorded as Information
- △ = Set Mag Nail

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_

DOCUMENT NO. \_\_\_\_\_



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NOV 16 2016

VILLAGE OF MCFARLAND

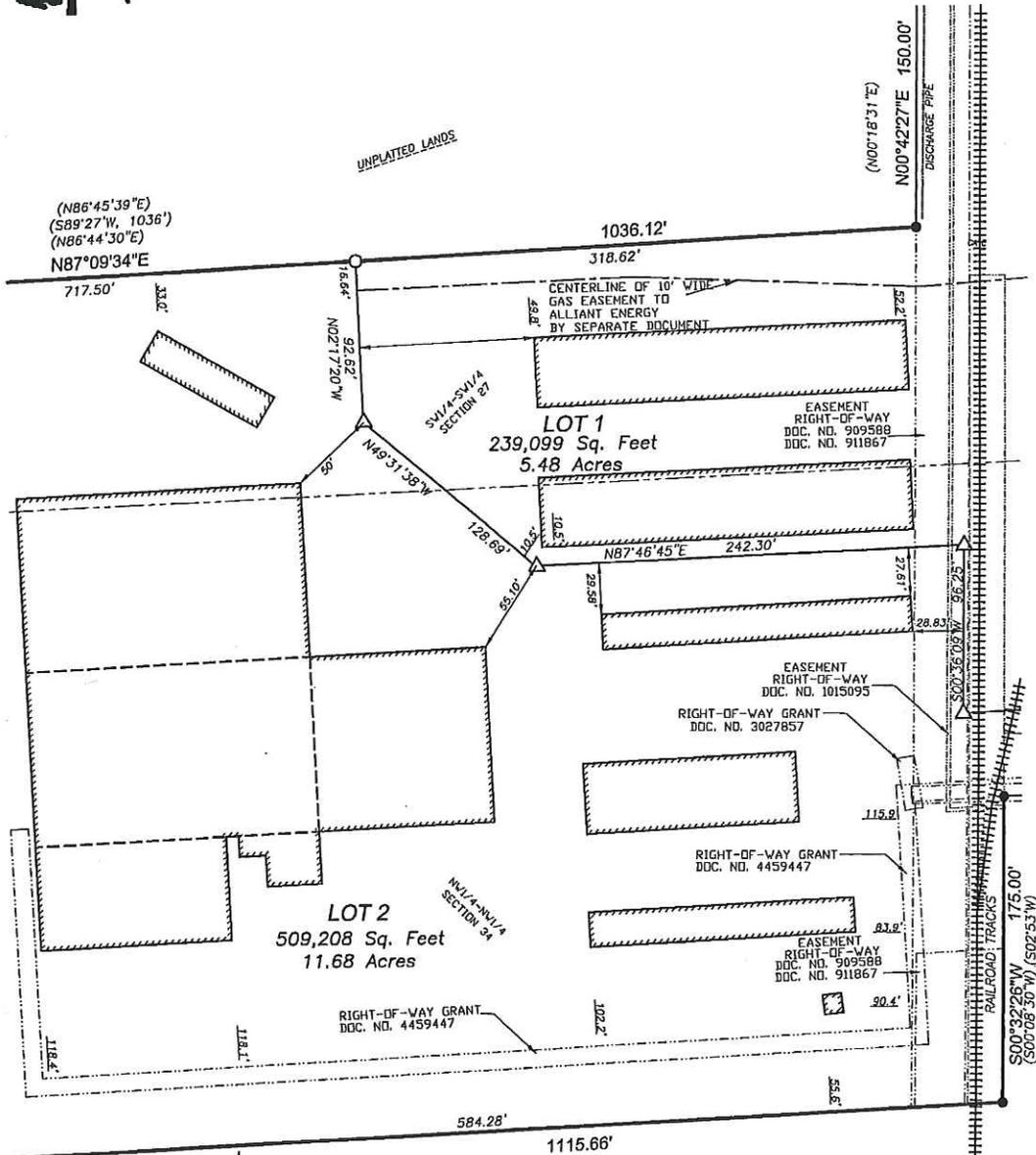


**BIRRENKOTT  
SURVEYING, INC.**

P.O. Box 237  
1677 N. Bristol Street  
Sun Prairie, WI. 53590  
Phone (608) 837-7463  
Fax (608) 837-1081

### CERTIFIED SURVEY MAP

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 33, AND IN THE SOUTHEAST 1/4 OF SECTION 28, AND IN THE NORTHWEST 1/4 OF SECTION 34, AND IN THE SOUTHWEST 1/4 OF SECTION 27, ALL IN TOWNSHIP 7 NORTH, RANGE 10 EAST, IN THE VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN



S87°07'16"W  
(S86°43'20"W)  
(S89°27'W)



UNPLATTED LANDS

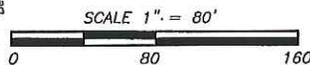
#### Legend

- = Found 3/4" Iron Bar
- ⊙ = Found 1-1/4" Iron Bar
- = Set 3/4" x 24" Bar  
Weight 1.50 LBS./FT.
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VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_

DOCUMENT NO. \_\_\_\_\_



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NOV 16 2016

VILLAGE OF MCFARLAND

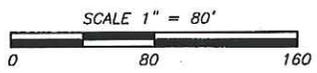
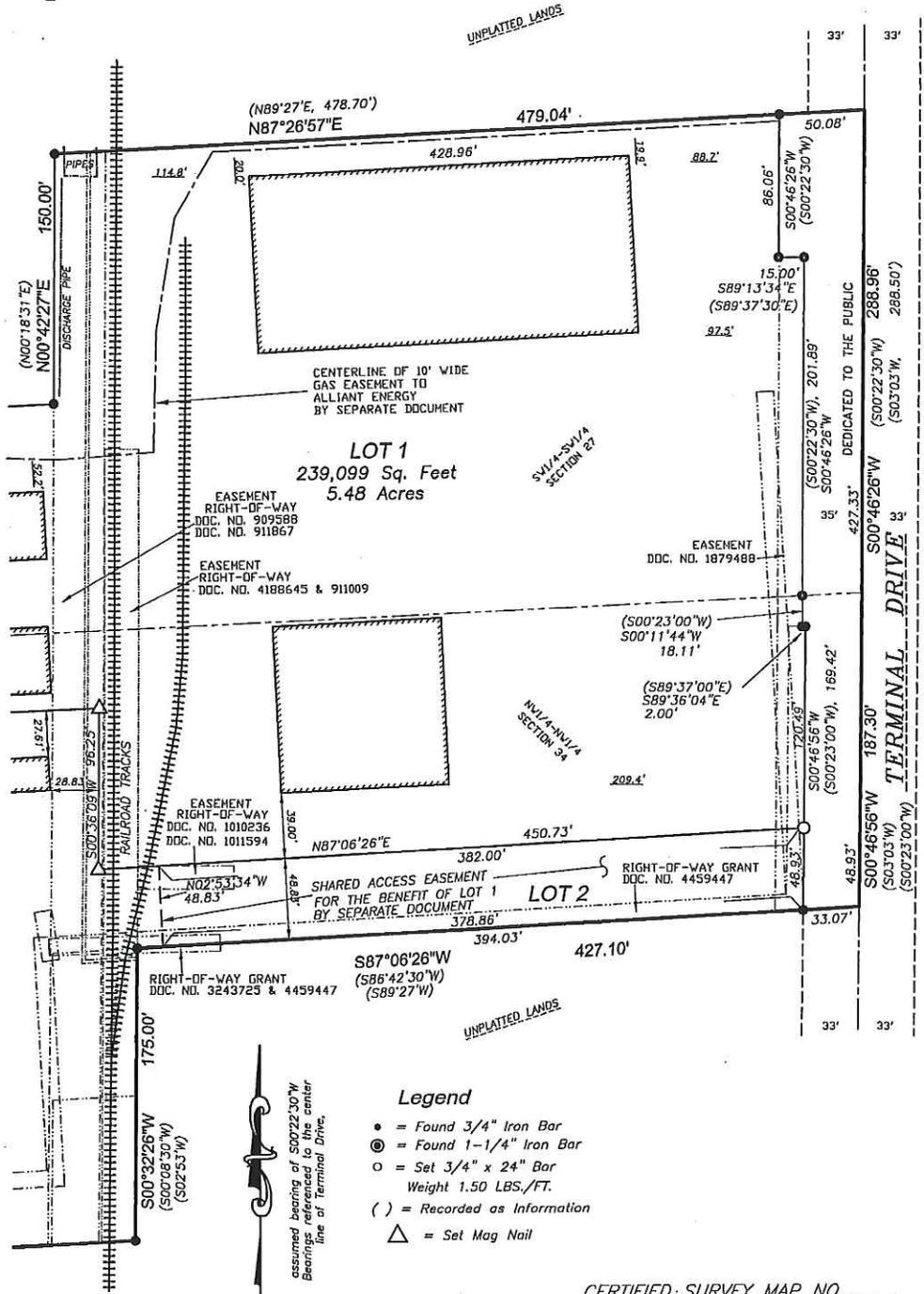


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 NOV 15 2016  
 VILLAGE OF MCFARLAND



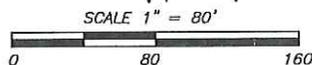
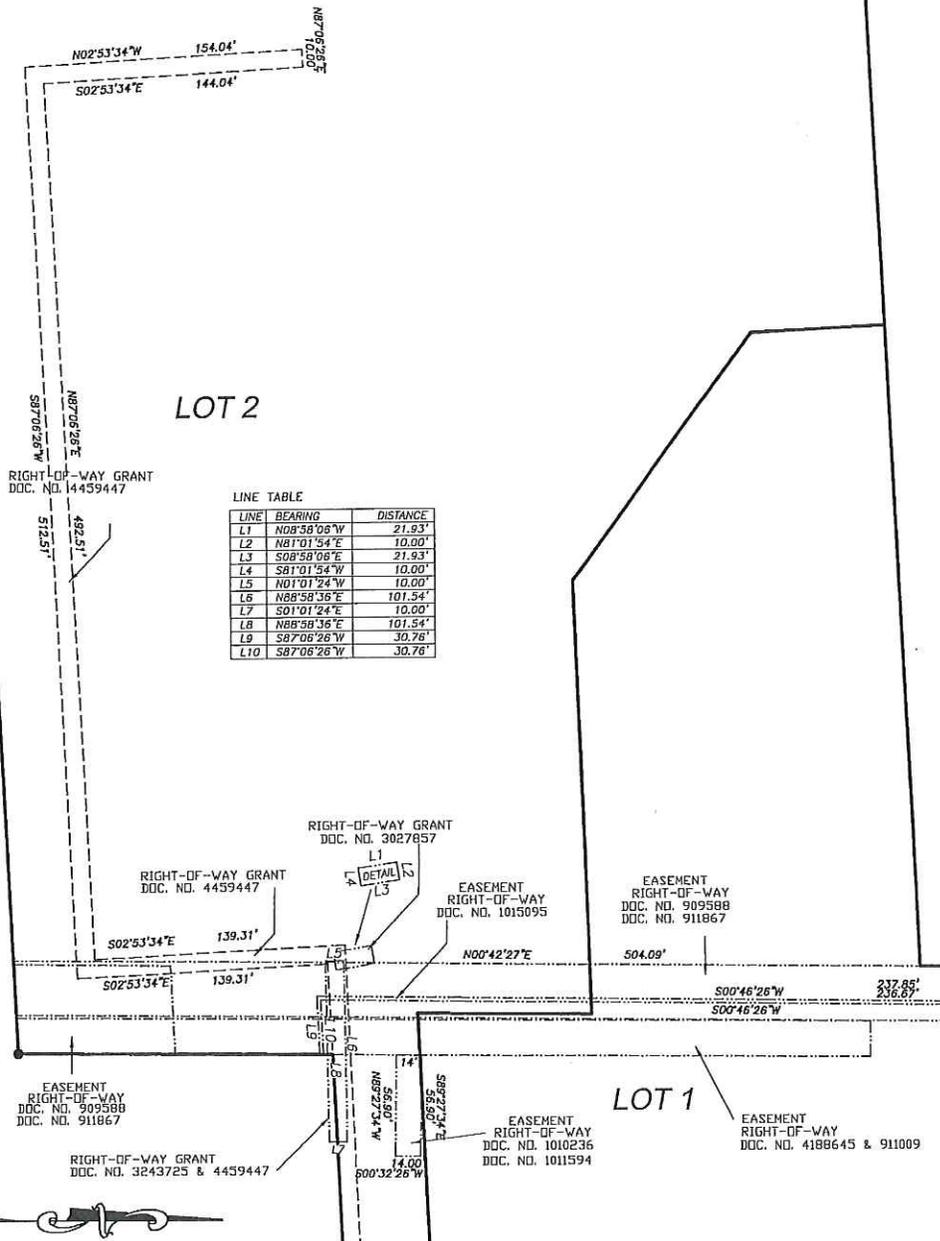
**BIRRENKOTT  
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### CERTIFIED SURVEY MAP

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### EXISTING EASEMENTS DETAIL MAP







285904

199603

290005

296107

196320

291700

295010

299310

198610

480010

480300

385707

385030

385500

380006

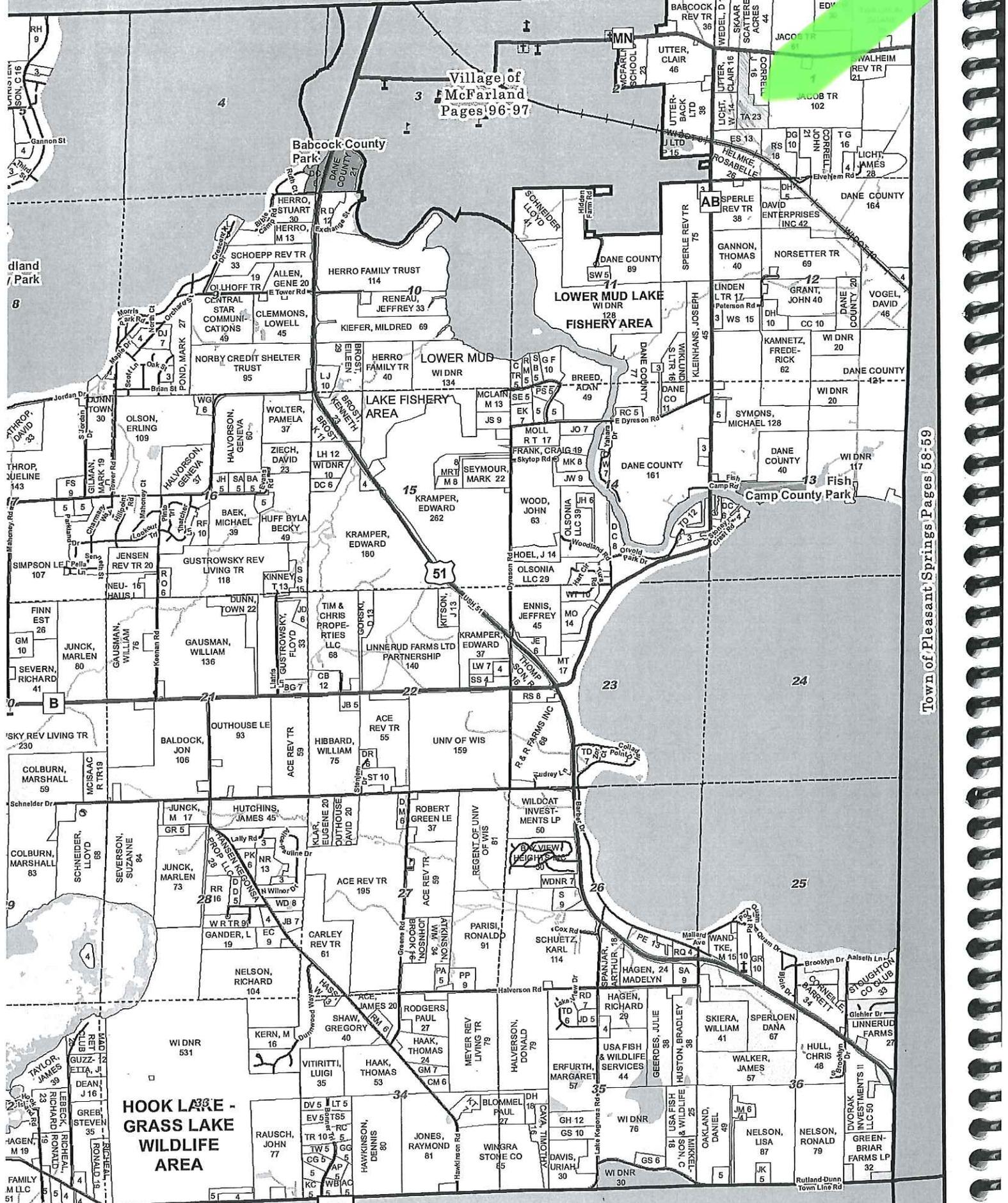
386603

388200

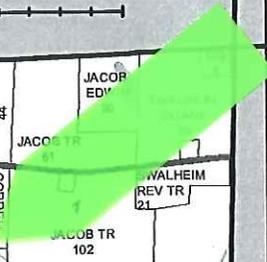
480700

Planning, Water Resources, Recreation





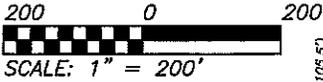
Village of  
McFarland  
Pages 96-97



14

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Lot 1 of Certified Survey Map 9439 (Vol. 53, Page 308-309) and other lands in the Northwest and Northeast 1/4s of the Southwest 1/4 and the Southwest and Southeast 1/4s of the Northwest 1/4 of Section 1, Town 6 North, Range 10 East, Town of Dunn, Dane County, Wisconsin.

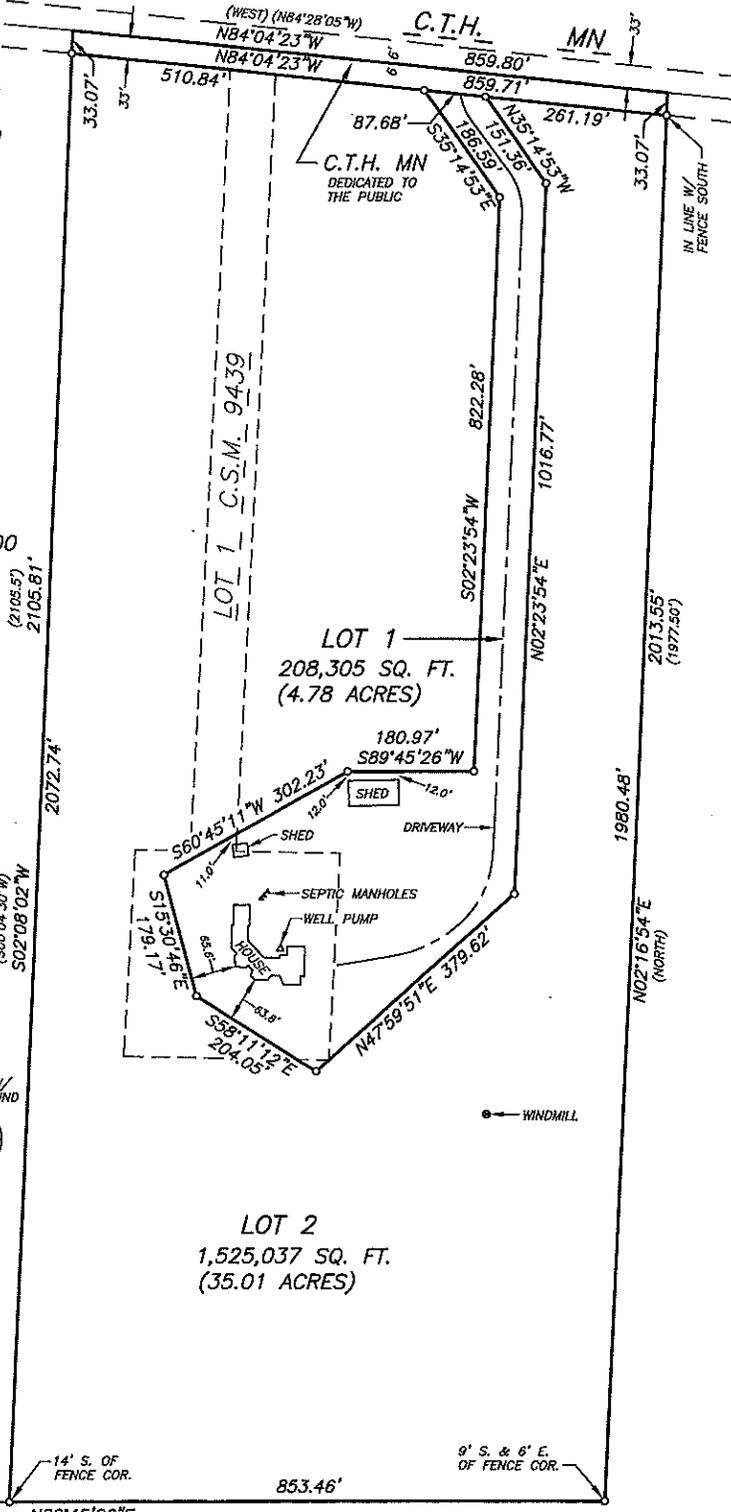
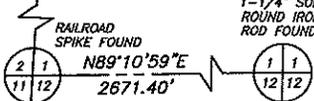
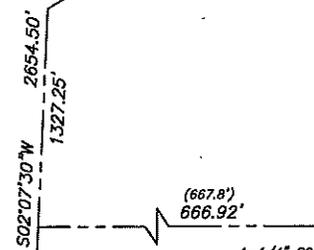
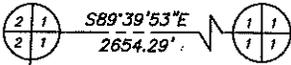


**LEGEND:**

- 3/4" x 24" solid round iron rod set, weighing 1.5 pounds per lineal foot



BROKEN ALUMINUM MONUMENT FOUND      2" IRON PIPE W/ BRASS CAP FOUND



JOB NO. 16036  
POINTS 16036  
DRWG. 16036  
DRAWN BY RAT

**TALARCZYK LAND SURVEYS**  
W5105 KUBLY ROAD  
NEW GLARUS, WI 53574  
PHONE 608/527-5216  
www.talarczyksurveys.com

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Lot 1 of Certified Survey Map 9439 (Vol. 53, Page 308-309) and other lands in the Northwest and Northeast 1/4s of the Southwest 1/4 and the Southwest and Southeast 1/4s of the Northwest 1/4 of Section 1, Town 6 North, Range 10 East, Town of Dunn, Dane County, Wisconsin, bounded and described as follows:

Commencing at the West 1/4 corner of said Section 1; thence S02°07'30"W, 1327.25' to the Southwest corner of the North 1/2 of the Southwest 1/4 of Section 1; thence N89°45'26"E along the South line of the North 1/2 of the Southwest 1/4 of Section 1, 666.92' to the point of beginning; thence N89°45'26"E, 853.46'; thence N02°16'54"E, 2013.55' to the centerline of County Trunk Highway MN; thence N84°04'23"W along said centerline, 859.80'; thence S02°08'02"W, 2105.81' to the point of beginning; subject to a public road right-of-way as shown and to any and all easements of record.

I hereby certify that this survey is in compliance with Chap. 236.34 of the Wis. Statutes, and that I have surveyed, monumented, and mapped the lands described hereon, and that this map is a correct representation thereof in accordance with the information provided.

October 24, 2016

  
Robert A. Talarczyk, P.L.S.

### OWNERS' CERTIFICATE OF DEDICATION:

As owners, we hereby certify that we caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated as represented on this certified survey map. We also certify that this certified survey map is required by sec. 75.17(1)(a), Dane County Code of Ordinances, s.236.10 or s.236.12 to be submitted to the following for approval or objection: The Town of Dunn, the Village of McFarland, and the Dane County Zoning and Land Regulation Committee.

WITNESS the hand and seal of said owners this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

In presence of:

\_\_\_\_\_  
Thomas M. Anderson

\_\_\_\_\_  
Beverly J. Anderson

\_\_\_\_\_  
John H. Correll

STATE OF WISCONSIN)  
DANE COUNTY) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the above named Thomas M. Anderson, Beverly J. Anderson, and John H. Correll to me known to be the same persons who executed the foregoing instrument and acknowledged the same.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, Dane County, Wisconsin

TOWNSHIP APPROVAL: Approved for recording this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ by the Town of Dunn.

\_\_\_\_\_  
Town Chairman

VILLAGE APPROVAL: Approved for recording this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ by the Village of McFarland.

\_\_\_\_\_  
Village Clerk

COUNTY APPROVAL: Approved for recording per Dane County Zoning and Land Regulation Committee action of \_\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Authorized Representative

REGISTER OF DEEDS CERTIFICATE: Received for record this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ at \_\_\_\_\_ a'clock \_\_\_\_\_M., and recorded in Vol. \_\_\_\_\_ of Certified Survey Maps of Dane Co., on Pages \_\_\_\_\_.

\_\_\_\_\_  
Register of Deeds

### NOTES:

- 1.) Bearings are referenced to the Wisconsin County Coordinate System, Dane County Zone, NAD83 (2011), in which the West line of the Southwest 1/4 of Section 2 bears S02°07'30"W.
- 2.) Recorded data, when different than measured, is shown in parenthesis.
- 3.) Refer to building site information contained in the Dane County Soil Survey.



PREPARED FOR:  
Tom Anderson  
3393 C.T.H. MN  
McFarland, WI 53558  
(608) 577-8253

JOB NO. 16036  
POINTS 16036  
DRWG. 16036  
DRAWN BY RAT

**TALARCYK LAND SURVEYS**  
W6105 KUBLY ROAD  
NEW GLARUS, WI 53574  
PHONE 608/527-5216  
www.talarczyklandsurveys.com

Revised

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NOV 15 2016  
VILLAGE OF McFARLAND



1. Confirmation that you will not be expanding your licensed alcohol premise with this request. **There will be no expansion of the liquor license**
2. Confirmation there will be no lighting on the Volleyball court. **No additional lighting will be provided as the outdoor recreation area will utilize the exiting building lighting.**
3. Identify the location of the Jersey barriers. **Jersey barriers will be located to the west and northeast corner of the outdoor recreation area. Refer to the submitted plan A.02 for location.**
4. Identification of the alteration that will be made to the driveway entrance to account for the location of the volleyball court. **Refer to the submitted plan A.02 for driveway alteration.**
5. Fire Exit – identified as to location and apparatus. **The patio will have a fire exit that will serve as a fire exit for the patio as well as the volleyball area. This was established with McFarland Fire**
6. Confirmation of Parking space requirements. **It was confirmed with Marty Pilger that our 102 spaces after volleyball construction, exceeds amount of spaces required**
7. Identification of the duration of the volleyball season(s) including dates and times. **April 1 (weather permitting) until approximately September 15. Games would start approx from 5pm until 9pm**
8. Detail the materials that will be used to retain the sand. **The perimeter of the volleyball structure would be constructed with 6"x 6"x 12' treated timbers**
9. Storm water measures. **Our plan for drainage in the volleyball court area is to use PVC pipe throughout the court so any moisture is able to exit. There would be fabric over the tubing to ensure no loss of sand in the process.**

**Pauline Boness**

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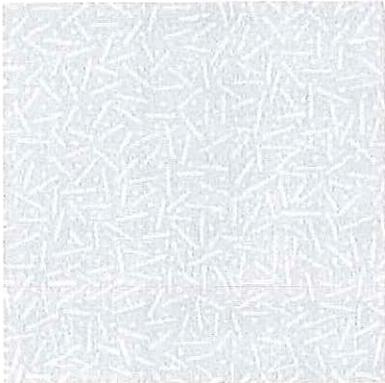
**From:** Brock Roder <brock\_roder@yahoo.com>  
**Sent:** Wednesday, November 16, 2016 4:42 PM  
**To:** Pauline Boness  
**Subject:** Re: outdoor sports application

*added info. for revised plans*  
**RECEIVED**  
NOV 16 2016  
VILLAGE OF McFARLAND

1. 5 days during the week. Weekends maybe 11am-9pm based on availability
2. There would be a step or 2 down into the volleyball court
3. There would be 2 teams of 6 on the court
4. The court would be cleaned and raked daily

Sent from Yahoo Mail on Android

On Wed, Nov 16, 2016 at 3:45 PM, Pauline Boness <Pauline.Boness@mcfarland.wi.us> wrote:



I'm doing background for Plan Commission, have some minor questions

1. your latest information states hours of operation 5pm to 9pm, is that five days a week?
2. Also how do you plan to get from the outdoor patio to the courts? Stairway??
3. Approximately how many participants and spectators do you anticipate?
4. Plan for keeping space clean?

Thanks

**Pauline Boness**

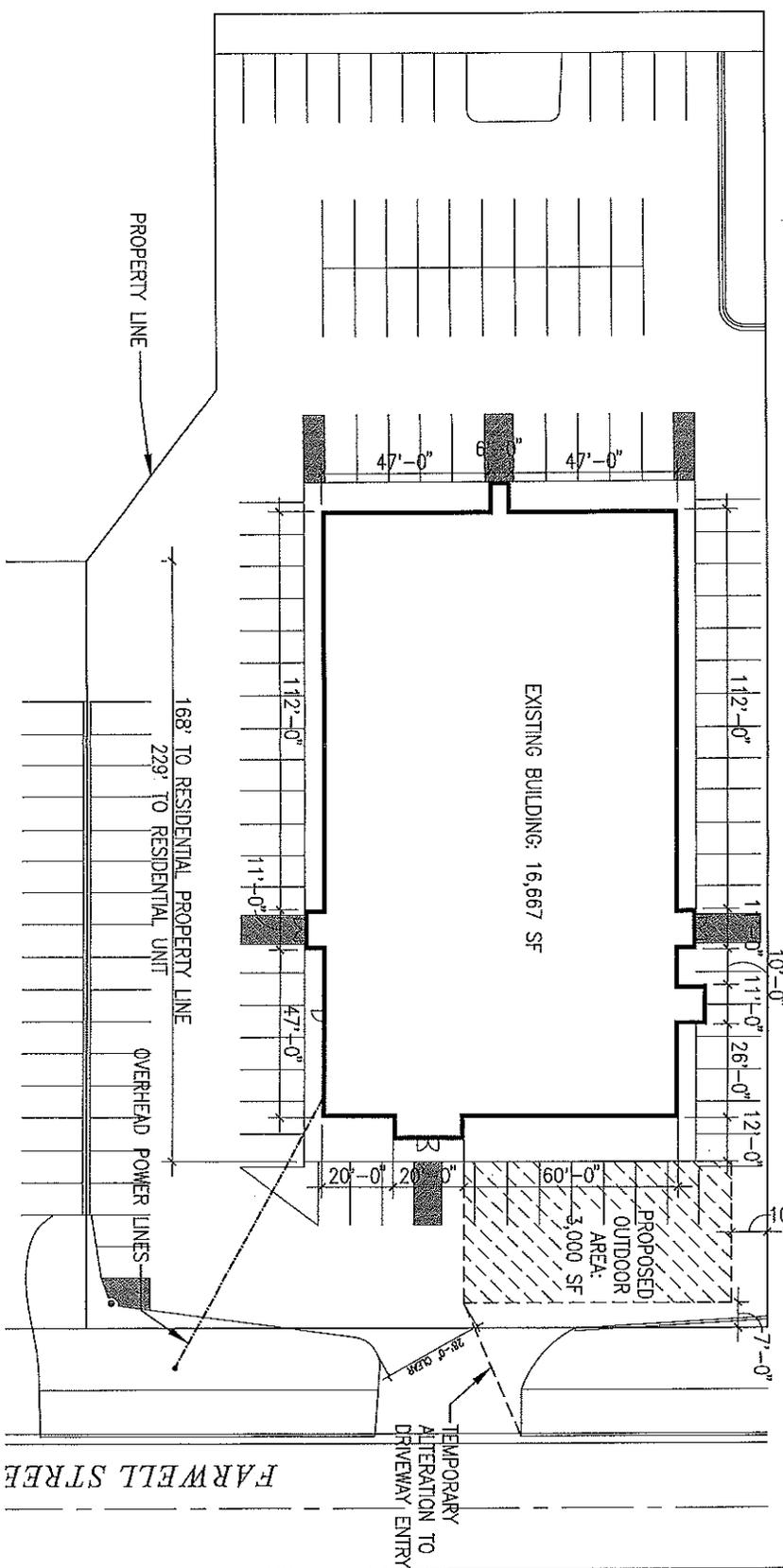
Community Dev. Dir.

1 2 3 4 5

SITE DATA:  
ZONING DISTRICT: COMMERCIAL HIGHWAY  
TOTAL SITE AREA: 65,833 SF

PARKING REQUIREMENTS:  
REQUIRED: 110 STALLS [APPROX. FA = 60% OF GROSS = 16,667X.6=10,000] 5X16 + 1/300X10,000]  
PROVIDED: 110 STALLS

*Revised*  
RECEIVED  
NOV 13 2018  
VILLAGE OF McFARLAND



SHEET REFERENCE <b>A.01</b>	EXISTING SITE PLAN	Spartan Bowling Alley Outdoor Recreation Area	Spartan Bowl 4711 Farwell Street McFarland, WI 53658	SPARTAN BOWL - VOLLEYBALL	
				DATE: 11/14/16	PROJECT #: 15-003

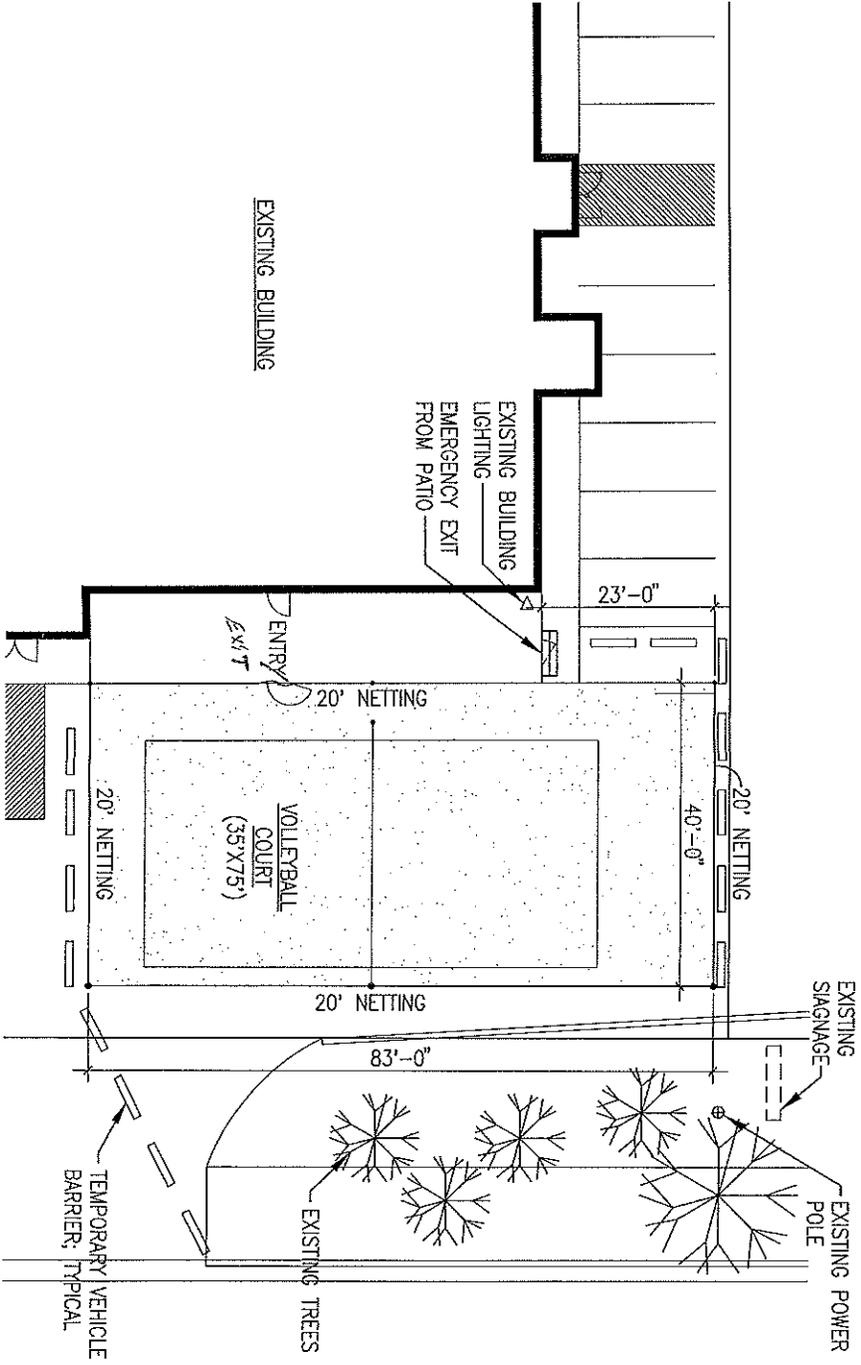
1 2 3 4 5

PROPOSED OUTDOOR RECREATION AREA:  
 TOTAL PROPOSED AREA: 3,000 SF  
 PARKING LOST: 2 STALLS  
 10

CONSTRUCTION MATERIALS:  
 SURFACE:  
 PERIMETER:  
 SAFETY:  
 LIGHTING:

APPROX. 16" OF SAND ON DRAIN TILE AND FELT  
 6"x6" x12'L TREATED WOOD TIMBERS TO HOLD SAND;  
 SCHEDULE 40 POSTS TO SUPPORT 20' HIGH NYLON  
 NETTING.  
 TEMPORARY VEHICLE BARRIERS (AS LOCATED PER PLAN)  
 UTILIZE EXISTING BUILDING LIGHTING

REMOVED  
 NOV 15 2016  
 VILLAGE OF HERRLAND



PROPOSED SITE PLAN SHEET REFERENCE <b>A.02</b>	Spartan Bowling Alley Outdoor Recreation Area	Spartan Bowl 4711 Farwell Street McFarland, WI 53558	SPARTAN BOWL - VOLLEYBALL	
			DATE: 11/14/16	PROJECT #: 16-008

**Pauline Boness**

*EMS COMMENTS*

**From:** Blake Karnitz  
**Sent:** Monday, November 14, 2016 9:52 AM  
**To:** 'Brock Roder'  
**Cc:** Chris Dennis; Pauline Boness; Marty Pilger  
**Subject:** Exit for Outdoor Seating Area

Hi Brock,

Thanks for meeting today. After doing some checking we are okay with an exit being installed in the existing outdoor seating area fence, and having the volleyball players exit through there. I would suggest having it on the West end of the seating area and have panic hardware like we had talked about. And remember that you have to maintain a clear 36 inch path to the exit at all times. So just to clarify, there will be no exit/door in the volleyball area fence/net. Marty, do you have any issues with this?

Thank you,

Blake R. Karnitz  
Fire Inspector/Public Education Specialist  
McFarland Fire and Rescue  
5915 Milwaukee St.  
McFarland, WI 53558  
(608)838-3278 – Station  
(608)516-7350 – Cell

ORIG.

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Application for Change of Licensed Premise

OCT - 7 2016

VILLAGE OF McFARLAND

A Change of Licensed Premise application is required for any remodeling project, expansion of the area where you will be serving or storing alcohol, or any change in the conditions which may have been placed on the approval of your license. The physical area(s) covered under your current license cannot be expanded or changed without the approval of the Village Board.

Detailed floor plans must accompany this form, or the request will not be presented to the Village Board.

If the change involves applying for an outdoor area for consumption of alcohol beverages or outdoor sports activity area, please provide a list of dates and times you would be available for a preliminary concept review meeting.

Corporate/Owner Name Spartan Bowl - Carter Smith

DBA: Spartan Bowl Contact Phone Number: 618 838-8014

Address: 4711 Finwell St, McFarland

Current Capacity (Indoor): - Proposed Capacity (Indoor): -

Current Capacity (Outdoor): 0 Proposed Capacity (Outdoor): 20-30

Description of Proposed Changes: Our plan is to add a temporary volleyball court to the northern portion of Spartan Bowl parking lot. The structure would have 20 ft netting containing all play to stay in boundary. Sand would be brought in for the season. Everything would be removed after completion of league. Temporary lighting would be installed to ensure safety of play.

Dates and times available to meet: Monday - Friday 8-1030am  
2p - 5p

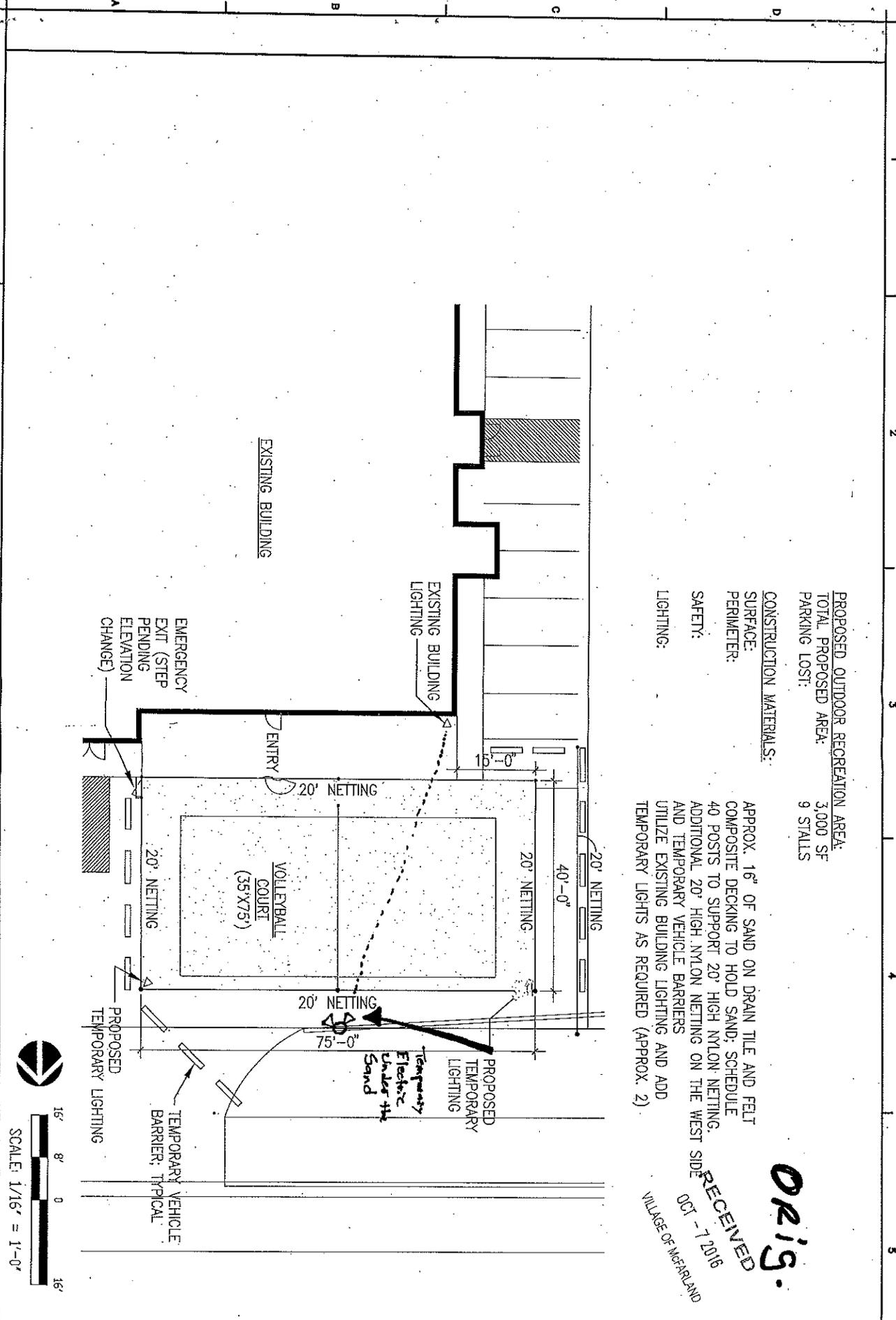
Breck Roder  
Applicant Name (Please Print)

breck@spartanbowl.com  
Email Address

[Signature]  
Signature of Applicant

10/5/16  
Date

Application to be considered at the Public Safety Committee meeting on \_\_\_\_\_ and the Village Board meeting on \_\_\_\_\_  
License # \_\_\_\_\_ Date Granted or Denied: \_\_\_\_\_  
Amount Due: \_\_\_\_\_



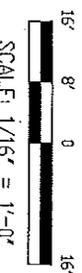
PROPOSED OUTDOOR RECREATION AREA:  
 TOTAL PROPOSED AREA: 3,000 SF  
 PARKING LOST: 9 STALLS

CONSTRUCTION MATERIALS:

- SURFACE: APPROX. 16" OF SAND ON DRAIN TILE AND FELT COMPOSITE DECKING TO HOLD SAND; SCHEDULE 40 POSTS TO SUPPORT 20' HIGH NYLON NETTING.
- PERIMETER: ADDITIONAL 20' HIGH NYLON NETTING ON THE WEST SIDE AND TEMPORARY VEHICLE BARRIERS
- SAFETY: UTILIZE EXISTING BUILDING LIGHTING AND ADD TEMPORARY LIGHTS AS REQUIRED (APPROX. 2)
- LIGHTING:

**ORIS.**

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 OCT - 7 2016  
 VILLAGE OF McPHERLAND



PROPOSED SITE PLAN  
 SHEET REFERENCE  
**A.02**

Spartan Bowling Alley  
 Outdoor Recreation Area

Spartan Bowl  
 4713 Farwell Street  
 McPherson, WI 53558

SPARTAN BOWL - VOLLEYBALL	
DATE:	09/20/16
PROJECT #:	15-003

1 2 3 4 5

SITE DATA:  
ZONING DISTRICT:  
TOTAL SITE AREA:

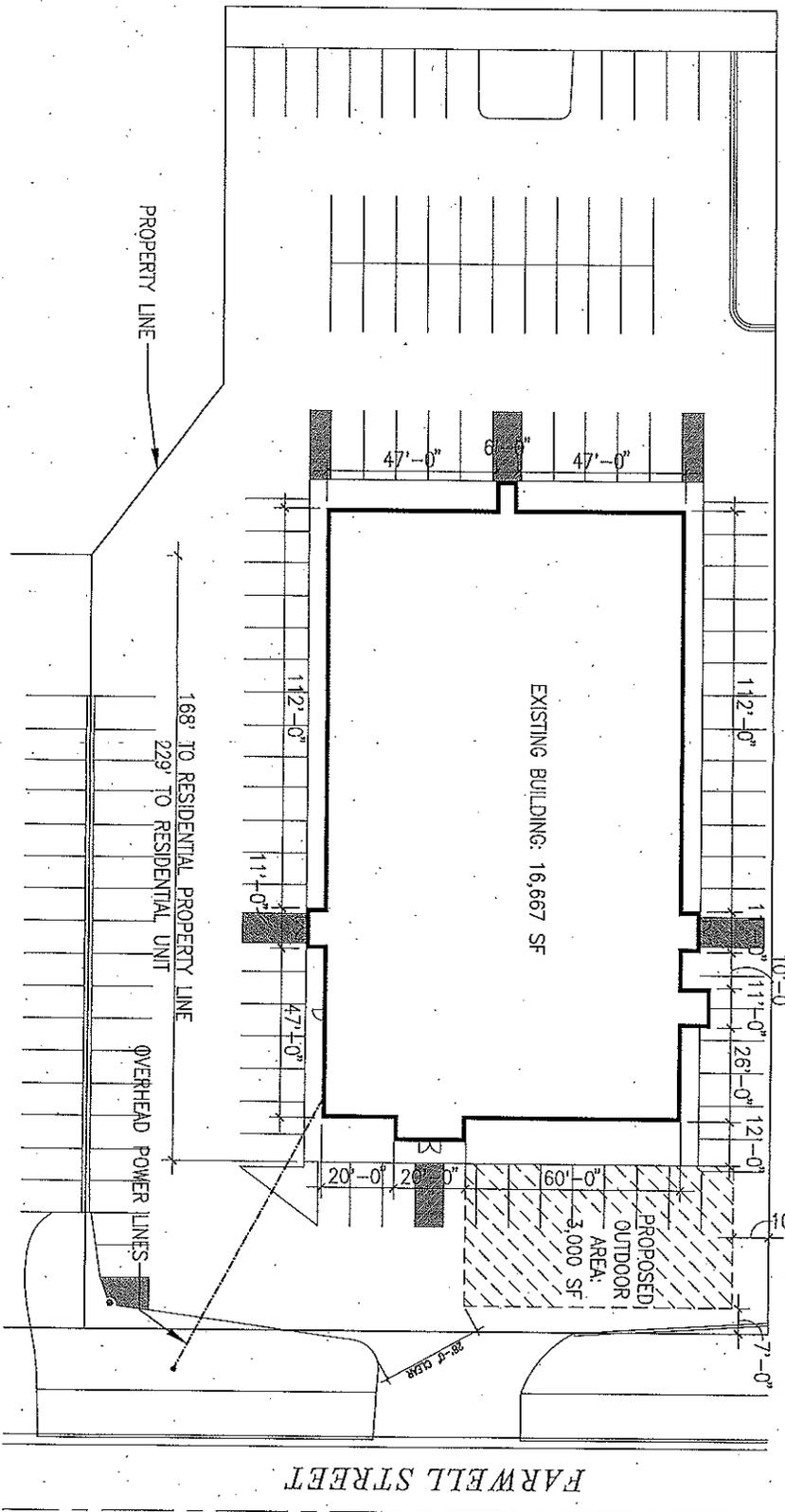
COMMERCIAL HIGHWAY  
65,833 SF

PARKING REQUIREMENTS:  
REQUIRED:  
PROVIDED:

110 STALLS [APPROX. FA = 60% OF GROSS =  
16,667x.6=10,000] 5X16 + 1/3000X10,000]

OCT -7 2016  
VILLAGE OF MCFARLAND

*dr.s.*  
RECEIVED



32' 16' 0 32'  
SCALE: 1/32" = 1'-0"

EXISTING SITE PLAN  
SHEET REFERENCE  
A.01

Spartan Bowling Alley  
Outdoor Recreation Area

Spartan Bowl  
4712 Farwell Street  
McFarland, WI 53558

SPARTAN BOWL - VOLLEYBALL  
DATE: 09/20/16  
PROJECT #: 15-003

## Sec. 11-69. - Outdoor sports activities regulated.

- (a) *Purpose.* The Village Board finds that restrictions are necessary for outdoor sports activities at premises holding "Class B" intoxicating liquor or Class "B" fermented malt beverage licenses due to concerns arising from noise, density and related problems. This Section enacted pursuant to police power, provides a framework for regulatory controls on such outdoor sports activities, enacted pursuant to police powers.
- (b) *Approval required.* No licensee shall conduct or sponsor any outdoor sports activity or event on property forming any part of the real property on which the licensed premises exist without the prior approval of the Public Safety Committee which shall take into consideration the recommendation of the Plan Commission with respect to the plans and description of the proposed outdoor sports area.
- (c) *Application.* If a licensee desires to conduct or sponsor an outdoor sports activity or event on the licensee's property, the licensee shall file an application with the Village Clerk setting forth the following information:
- (1) The name, address and telephone number of the person who will be responsible for the actual conduct of the activity or event;
  - (2) The date and duration of time for the proposed activity or event;
  - (3) An accurate description of that portion of the licensee's property proposed to be used;
  - (4) A good faith estimate of the number of participants and spectators for the proposed activity or event; and
  - (5) The licensee's plan for maintaining the cleanliness of the licensed area.
- (d) *Time for filing.* The licensee shall file the application not less than 30 days before the date of the proposed activity or event. The Public Safety Committee may waive the 30-day time limit upon a licensee's showing of exigent circumstances. The application shall be accompanied by a payment of the fee established by the Village Board from time to time and provided in Appendix A to this Code for review of the application.
- (e) *Review.* The Public Safety Committee shall review the applications in light of the standards of this Section. If the nature of the property or the event requires the imposition of additional regulations, the Public Safety Committee may impose these regulations upon an express finding detailing the reasons for additional regulation.
- (f) *Standards.* The following standards shall apply to any outdoor sports activity regulated under this Section:
- (1)

Approval of an application shall not act to permit outdoor consumption of alcohol beverages on the property. Outdoor consumption shall be permitted only in outdoor areas included within licensed premises pursuant to Section 11-64(n).

- (2) If the estimated number of participants and spectators shall bring the number of persons on the property above the number for which licensed premises' restroom facilities are rated adequate, the licensee shall provide a number of portable temporary restrooms sufficient to service the estimated number of persons.
- (3) The Public Safety Committee shall not grant approval to any applicant where the outdoor sports area is within 200 feet of any dwelling.
- (4) The applicant shall provide parking adequate for the proposed activity or event, whether on-site or through agreements with property owners shown to the Public Safety Committee's satisfaction to permit their property to be used for parking for the proposed activity or event.
- (5) The applicant shall show the Public Safety Committee plans adequate to provide reasonable access to participants and spectators for the event, and to limit access for all other persons. *Traffic & safety exits*
- (6) If the proposed outdoor sports area is on a property that, at the time of the original application is adjacent to any residential property or within 70 feet of any residential property the regulations set forth in subparagraphs a. through c. of this paragraph shall apply. For purposes of this section, a "residential property" is any property, located in a zoning district identified in Section 62-69 of the McFarland Municipal Code, excluding the A-1 or CO district, upon which a residential use exists as a legal or legal-nonconforming use, or upon which a residential use is to commence as evidenced by a building permit authorizing creation of a residential use having been filed with the Building Inspector.
  - a. Outdoor lighting shall conform to an approved lighting plan prepared by a professional lighting engineer. The plan shall certify that the outdoor lighting shall not permit any light trespass onto any residential property greater than .01 footcandles.
  - b. Whistles shall not be used except as required to call for stoppage of play.
  - c. Use of the outdoor sports area shall be limited to the period between April 1 and November 1.

(7)

If persons under the age of 21 are allowed to be present on the licensed premises, all persons 21 years of age or older who intend to consume alcohol beverages in the outdoor sports area, shall be issued a wristband that is bright in color which shall be issued only upon showing valid identification proving the person is 21 years of age or older.

- (8) The outdoor sports area shall have all lights for competition turned off and no alcohol shall be possessed or consumed within the outdoor sports area after 9:30 p.m.
- (9) Amplified music, audio speakers, microphones, televisions or other audio or video devices are prohibited.
- (g) *Maintenance standards.* The licensee shall clean up all garbage and debris relating to the activity or event at least once per 24 hours during the activity or event.
- (h) *Noise.* The licensee shall not permit the noise level of the activity or event to exceed 75 dB, measured at any border of the licensee's real property.
- (i) *Violations.* Failure of the licensee to comply with any of the provisions of this Section shall be grounds for suspension, nonrenewal or revocation of the licensee's alcohol beverage license. (Code 1998, § 7-2-19; Ord. No. 2003-02, § 100, 1-27-2002; Ord. No. 2004-26, § 5, 12-13-2004; Ord. No. 2013-01, § 3, 4-22-2013; Ord. No. 2015-07, §§ 6—11, 7-27-2015; Ord. No. 2016-01, §§ 2, 3, 1-25-2016)

March 19, 2016

RECEIVED  
MAR 21 2016  
VILLAGE OF McFARLAND

TO: Village of McFarland  
Plan Commission

RE: Outdoor area at Spartan Bowl

To Whom it may concern:

We are contacting you in regards to the proposed outdoor sporting area at Spartan Bowl (per information at the library.)

We are opposed to this and feel it is not appropriate due to the following:

- It cuts the original driveway access creating a safety hazard.
- It cuts down on any safety access to the adjoining Kwik Trip.
- Per past meetings, every time this has been discussed Spartan Bowl has changed its mind on locations, facing the main street is the worst possible location for safety reasons; they will not be able to prevent balls from going over fencing and into the street or adjoining Kwik Trip parking lot.
- We feel there should have been a public hearing as this is enlarging the establishments alcohol consumption area.
- Are other businesses in McFarland to be held to higher standards than a bowling alley? The Kwik Trip, Walgreens, Angelo's, Maple Tree, Park Side Pub (to name a few) were all held to high standards for landscaping and outside designs, yet volleyball netting and plastic fencing are considered acceptable on what has been called by the Village "the gateway to the downtown"?

In reviewing tapes, Spartan Bowl when putting in its outdoor drinking/dining area agreed to put "planters" etc. to help "dress up" their outdoor space, (they insisted on the wrought iron) this never took place, it is mainly outdoor storage, had they put a little effort into making the area look more welcoming maybe people would dine there. It is not our duty as taxpayers to find ways for a business to succeed in a community, it is the businesses responsibility to do so by maintaining their establishment. Spartan Bowl has shown they are not willing to do the work necessary to create a welcoming environment in their establishment, this will only add to what is becoming an eyesore on Farwell Street.

We met many members of committee's at an Economic Development Forum a few years back and Mr. Czebotar stated McFarland should take a note from neighboring Monona and "not just say yes to anything that comes along" that for the "betterment of the community we have to be willing to say "no" when something comes along that will not be in the best interest" (he then referenced the storage units which were proposed where the new clinic in Monona now stands).

It is time for the Village to stand by their words and say no to this proposal.

Thank you for your time.

Mrs. Julie Larson



#6

To: Village of McFarland Plan Commission  
From: Mark Roffers, AICP, Planning Consultant  
Date: November 16, 2016  
Re: Draft Vision and Directions Volume—Land Use, Economic Development, and Housing and Neighborhoods Chapters

---

We have completed a draft of the above three chapters of the Vision and Directions volume of the Comprehensive Plan. We've attached those chapters, preceded by a draft table of contents for the entire volume.

Each chapter is similarly organized. Each starts with a graphically-oriented cover page, which includes the chapter goal, a few objectives, and a summary of the three to five initiatives described in greater detail later in the chapter. These initiatives are derived from those discussed by the Commission in August and the Village Board in September. The next page of each chapter includes a short purpose statement, plus several proposed Village policies related to the chapter. The policies are generally reactive. Finally, each chapter includes detailed descriptions of each initiative, which may also be understood as programs or proactive actions the Village may undertake to implement the plan. Some of the initiatives are enhanced by original maps or graphics.

We used the following symbol in the left margin near some of the initiatives:  This symbol is our attempt to mark those initiatives that coincide with one of the Village Board's 2016-17 action steps associated with its strategic goals. The Board and I agreed that we may try to merge or at least cross-reference these two related efforts.

Also, the chapters include references to other chapters and graphics that you haven't yet seen. My apologies. Be assured that those chapters are in progress and the Commission will be able to review the entire volume together before being asked to recommend it for Board approval, likely sometime this winter.

I will look forward to reviewing these three chapters with the Commission at an upcoming meeting.

**Village of McFarland**  
**Volume 2: Vision and Directions**

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**Draft #1 November 2016**

Land Use, Economic Development, and Housing and Neighborhoods Chapters

DRAFT N. 15. 16



**Volume 2: Vision and Directions**  
**Comprehensive Plan**

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**Goal:** Promote a sustainable, flexible land use pattern that maintains the desired village and residential character; distinguishes McFarland from neighboring communities; increases jobs, shopping, and services; and balances expansion with redevelopment, infill, and resource preservation.



### Objectives

1. Plan for a sufficient supply of lands for new development, while also recognizing preservation interests.
2. Guide development for an efficient land use pattern.
3. Ensure a desirable mix of land uses consistent with the Village's character and a diverse local economy.
4. Provide neighborhoods that enhance resident experience and interaction.

### Initiatives

(see full chapter to read more)

1. **Use the Future Land Use Map to Guide Growth and Development.** Map 6 represents the Village's desired future land uses for the McFarland area. The map, and policies for each future land use category that is mapped, will guide rezonings, subdivisions, annexations, and utility extensions.
2. **Secure McFarland's Planned East Side Expansion.** Perhaps the only viable horizontal direction for the Village's expansion is east. While opportunities for neighborhood and economic development await, east side growth presents challenges related to utilities, transportation, natural resources, and intergovernmental relations.
3. **Provide for Compatible Reinvestment along Lake Waubesa and in Residential Areas.** The Village encourages redevelopment that weaves new uses skillfully into the existing fabric, to strengthen the neighborhood and the Village's economic health while minimizing negative impacts.
4. **Implement and Update Plans for Downtown Revitalization.** This chapter includes new ideas for increasing activity in and beautifying the downtown.
5. **Implement and Review the Terminal and Triangle District Plan.** The chapter also includes some fresh ideas for this critical economic area.



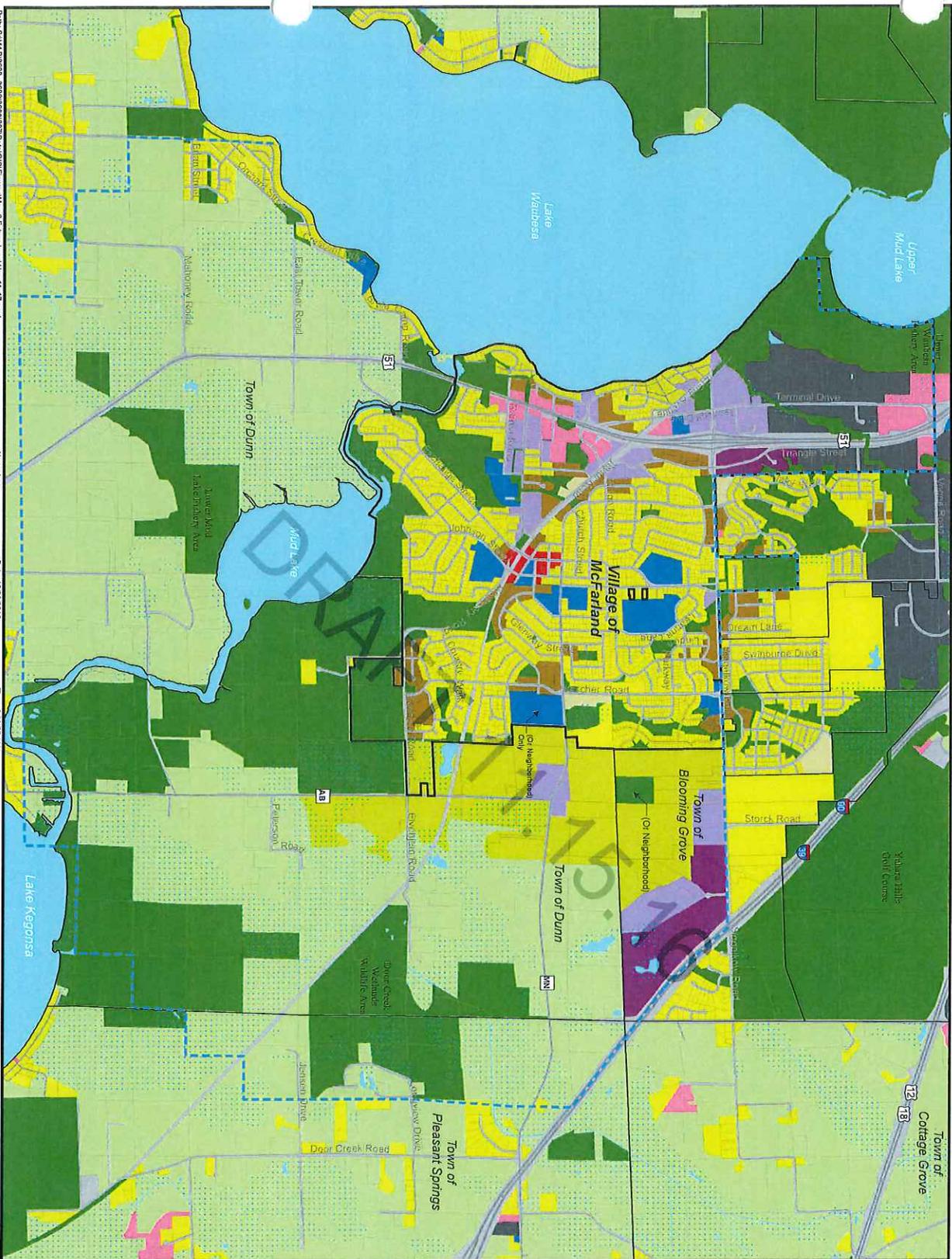
## **Chapter Purpose**

The Village's land use future includes eastward expansion plus infill and redevelopment in certain mainly developed parts of the community. This chapter contains policies, a Future Land Use map, and initiatives to guide land development and preservation over the next 10 to 20 years. The purpose is to achieve the right mix of land uses in the best locations.

## **General Land Use Policies**

1. Follow the land use recommendations in this Chapter—and in more detailed plans for the downtown, Terminal and Triangle Drive area, and east side growth area—when making detailed land use decisions, such as annexations, rezoning, subdivisions, and utility and road decisions.
2. Use the natural and human-made boundaries of Mud Lake, the Yahara River, Siggekow Road, and Interstate 39-90 to form the long-term growth edges of the Village.
3. Plan for a land use pattern that enhances economic opportunities and quality of life, and that complements the plans of neighboring communities, Dane County, and the Capital Area Regional Planning Commission (CARPC).
4. Require that all new development in the Village be connected to municipal sewer, water, and other public services through zoning and utility policies. Phase new development and Central Urban Service Area expansion requests to correspond with expected availability of such services.
5. Actively promote infill development and redevelopment where opportunities present themselves, particularly for underutilized properties along Terminal and Triangle Drive, Highway 51, Farwell Street, and the downtown area.
6. Preserve and enhance the historic character of the downtown and older Village neighborhoods, while encouraging compatible infill, redevelopment, and rehabilitation of buildings and sites according to guidelines in this Chapter.
7. Encourage employment, retail, service, and recreational uses in areas that conveniently serve Village neighborhoods and the greater McFarland community that includes Dunn and the Madison subdivisions that border the Village.





# MAP 6

**FUTURE LAND USE**  
**COMPREHENSIVE PLAN**



## Legend

- Future Land Use**
- Single Family Residential
  - Two Family and Townhouse Residential
  - Multiple Family Residential
  - Neighborhood
  - Downtown
  - Highway and General Commercial
  - Commercial Park
  - Industrial
  - Mixed Use/Flex Commercial
  - Institutional and Governmental
  - Public Lands, Recreation, and Environmental Corridor
  - DNR Wetlands and Potential Lands
  - Wetland Indicators, Undeveloped Lands
  - Agricultural Preservation
  - Rights-of-Way
  - Water

- Village of McFarland, Extrajurisdictional
- Jurisdiction Boundary
- Village of McFarland Limits (2015)
- Other Municipal Limits (2015)

Shown on this map represent the Village's general recommendations for future land use within the Village and its extrajurisdictional. Actual boundaries between different use categories and associated zoning districts may vary somewhat from representations on this map. Based on the extrajurisdictional jurisdiction, the City of Madison's 2015 Land Use Inventory is shown, except for the City of Madison's Marsh Road Neighborhood area where recommendations of the City's future land use recommendations are shown.

Date: October 2016 (V2)  
 Data Sources: Village of McFarland, Dane County ICD, WDNR, and CARPP

Scale: 0 500 1,000 2,000 Feet

## Land Use Initiatives

### 1. Use the Future Land Use Map to Guide Growth and Development

Map 6 presents recommended future land uses for the Village of McFarland and its extraterritorial jurisdiction. This map, along with the policies in Figure 4-1, will be a basis for land development decisions.

Changes to the existing land use pattern—towards the recommended future land use pattern on Map 6—occur following approved requests from land owners for rezoning, annexation, subdivisions, conditional use permits, or other development approvals. Not all areas suggested for future development on Map 6 will develop or be rezoned for development immediately following adoption of this Comprehensive Plan. Careful consideration to the timing of development and associated zoning approvals is essential, given transportation, utility, and community service needs and demands; respect for intergovernmental agreements and desires; a desire to preserve productive farmland and natural areas; an interest in orderly development; and a desire to maintain McFarland's character.

The Future Land Use map contains different land use categories that together illustrate the Village's land use vision. These are represented by different colored areas on Map 6. As presented in Figure 4-1, each category has a unique description, typical implementing zoning districts, and development policies. Map 6 and Figure 4-1 will be used together to provide an effective guide for zoning and other decisions.

#### What was considered when crafting the Future Land Use map?

- The Village's vision for future growth and change, described in Chapter 1—Introduction and Community Vision
- The 2006 map of the same name and function.
- Existing land use and zoning patterns.
- Locations of environmentally sensitive areas and productive farmlands.
- Land use demand forecasts presented in the Volume 1 of this Plan.
- A desire to balance future predictability with flexibility for land use, so that the Village can communicate a clear enough vision, manage development impacts regardless of particular use, and take advantage of opportunities that are impossible to fully anticipate today.



Map 6 and Figure 4-1 include a several future land use categories that are designed to accommodate a compatible range of land uses. Two categories are particularly designed to allow for a blend, or option, of future uses.

This includes the “Neighborhood” future land use category. In areas on Map 6 that are planned for “Neighborhood” development, a range of housing choices compatible with the Village’s current and desired character are permitted, along with parks and smaller-scale institutional uses like senior housing and churches. See Figure 4-1 and the Housing and Neighborhoods chapter for additional guidance. The “Neighborhood” category is mapped over much of the Village’s east side growth area. For this large area, determining in advance where the different types and densities of housing ought to go is extremely challenging at best. Still, see the Village’s separate East Side Neighborhood Growth Area Plan for further conceptual guidance for future land uses in this area. The map from that plan is reproduced later in this chapter.

“Mixed Use/Flex Commercial” is another flexible use category. Lands designated for future “Mixed Use/Flex Commercial” use on Map 6 are appropriate for a mix or option of commercial, multiple family residential, institutional, and/or open space uses. This category is mapped in several transitional and “crossroads” areas of McFarland and its east side growth area. In these spots, the actual future land use is less critical than is success in land use transitions and in managing impacts on surrounding land uses.

DRAFT



Figure 4-1: Future Land Use Categories and Policies

Future Land Use Category	General Description of Land Uses Allowed	Typical Implementing Zoning Districts	Development Policies (see also Village zoning, subdivision, stormwater management, and other ordinances)
Single Family Residential	Predominantly single family detached homes, generally in "subdivision" settings. May include limited two family residences where compatible with a predominantly single family environment. Within the Village, all such areas will be served by public sanitary sewer and water systems.	Within Village, R-1, R-1A, and R-1B Residence Districts, and R-2 Single- and Two-Family Residence (more limited) CO Conservancy (for parks, stormwater, and other open areas)	<ol style="list-style-type: none"> <li>1. Prepare or require a neighborhood plan/concept development plan in advance of each subdivision proposal.</li> <li>2. Promote interconnection in road and trail networks; minimize long cul-de-sacs and dead-end streets.</li> <li>3. Require submittal of stormwater management and erosion control plans for new developments.</li> <li>4. Encourage conservation neighborhood design, including allowing smaller lots and preservation of large open space corridors, in areas with soil limitations and natural resource amenities.</li> <li>5. Where smaller lots are permitted, pay careful attention to home quality, variety, design, setbacks, and garage placement through zoning, covenants, and development agreements.</li> <li>6. Pursue residential infill opportunities where feasible, applying standards and approaches in Figure 4-2.</li> </ol>
Two Family and Townhouse Residential	Duplexes and two-flats, townhouses, single family residences, home occupations, and small-scale institutional and recreational uses, all served by public sanitary sewer and water systems.	R-2 Single- and Two-Family Residence R-E Elderly Residence PD, PD-1 Planned Development	<ol style="list-style-type: none"> <li>1. Disperse two family and townhouse residential uses through the Village, rather than repeating blocks of this type of future land use in just a few areas.</li> <li>2. Encourage design of two family houses and townhouses to relate to public streets and integrate with the fabric of the surrounding neighborhood, rather than being designed as isolated enclaves or with garage-door dominance.</li> <li>3. Hold new two-family houses and townhomes to similar standards for quality and livability expected of single family housing. These standards include high-quality building materials, architectural variation and interest, durable and lasting finish materials (inside and out), and garage parking.</li> <li>4. Work with County, State, and local lenders to assist with rehabilitation of older duplexes in the Village.</li> <li>5. Pursue residential infill opportunities where feasible, applying standards and approaches in Figure 4-2.</li> </ol>
Multiple Family Residential	A range of housing types, including multiple family residences (e.g., condominiums, apartments, multiplexes), including independent elderly housing. May also include single family residences. Served by public sanitary sewer and water systems.	R-3 General Residence R-E Elderly Residence PD, PD-1 Planned Development	<ol style="list-style-type: none"> <li>1. Disperse higher-density residential uses through the Village, rather than high concentrations in a few areas.</li> <li>2. Encourage design of multiple family developments to relate to public streets and integrate with the fabric of the surrounding neighborhood, rather than being designed as isolated enclaves or with large parking lot dominance.</li> <li>3. Hold new multiple family housing to similar standards for quality and livability expected of single family housing. These standards include high-quality building materials, architectural variation and interest, durable and lasting finish materials (inside and out), garage or underbuilding parking, and responsible management.</li> <li>4. Monitor areas of aging multiple family housing so that they are community assets. Work with owners and property managers to address problems, and direct them to County and State programs and local lenders.</li> <li>5. Pursue residential infill opportunities where feasible, applying standards and approaches in Figure 4-2.</li> </ol>



Future Land Use Category	General Description of Land Uses Allowed	Typical Implementing Zoning Districts	Development Policies (see also Village zoning, subdivision, stormwater management, and other ordinances)
Neighborhood	A carefully planned mix of mostly single-family residential development, with well-designed, limited components of two family and townhouse residential, multiple family residential, institutional, and recreational land uses. All served by public sanitary sewer and water systems.	R-1 Residence District R-2 Single- and Two-Family Residence R-3 General Residence R-E Elderly Residence PD, PD-1 Planned Development (Village may also wish to establish a "neighborhood" zoning district)	<ol style="list-style-type: none"> <li>Unless the developer is following the Village's East Side Growth Area Plan, require preparation of detailed neighborhood plans in advance of development applications in planned Neighborhood areas. Neighborhood development plans specify the arrangement of different land uses, environmentally sensitive areas, roadways, parks and trails, and other major infrastructure investments.</li> <li>Accommodate a mixture of housing types, costs, and densities, while maintaining the predominance of single-family housing in the community. The Village policy is that at least 65% of new housing units in the planned Neighborhood area as a whole should be single family residences.</li> <li>Promote neighborhoods that instill a sense of community with their design – including gathering places, parks, open spaces, pedestrian and bicycle access, schools, and churches.</li> <li>Refer also to policies applicable to Single Family Residential, Two Family and Townhouse Residential, Multiple Family Residential, and other future land use categories that comprise each Neighborhood area.</li> </ol>
Downtown	Mapped within the historic Downtown area of the Village, generally aligning with the Village's TID #4 boundary. Land uses and activities here are designed to create vibrant places and community gathering spots. Desirable land uses include commercial services, retail, restaurants, lodging, office, multiple family residential (mainly in upper stories), and institutional, including on sites and/or buildings that mix uses.	C-C Central Commercial PD-1 Planned Development-Infill R-3 General Residence (limited use)	<ol style="list-style-type: none"> <li>Follow the recommendations of more detailed plans for the Downtown area, such as the TID #4 Project Plan, the Downtown Strategic Market Analysis and Opportunities Assessment, the Downtown Plan (1999), and the Village Center Master Plan. Per the recommendations of the Economic Development chapter, the Village may update and possibly consolidate such plans.</li> <li>Preserve the architectural and historic character of the Downtown with the application of such detailed plans, design standards there and in the zoning ordinance, and incentives where practical.</li> <li>Arrange uses in a pedestrian-oriented environment with off- and on-street parking; minimal building setbacks; and building materials, designs, placement, and scale that are compatible with existing development form.</li> <li>Retain and expand governmental facilities in the Downtown area to reinforce public commitment and enhance activity, perhaps including a new family-oriented recreational facility and/or municipal campus expansion.</li> </ol>
Highway and General Commercial	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.	C-H Highway Commercial C-G General Commercial PD, PD-1 Planned Development	<ol style="list-style-type: none"> <li>Rezoning sites designated for Highway and General Commercial use on Map 6 only after public sanitary sewer and water service is available, the land is within Village limits, and a specific development proposal is offered.</li> <li>Require larger-scale commercial developments to address traffic, environmental, and neighborhood impacts, including neighborhood-sensitive recommendations in areas adjacent to existing single family uses using the standards in Figure 4-2 and the zoning code.</li> </ol>



Future Land Use Category	General Description of Land Uses Allowed	Typical Implementing Zoning Districts	Development Policies (see also Village zoning, subdivision, stormwater management, and other ordinances)
<b>Commercial Park</b>	Light industrial, office, research, testing, health care, and other compatible and support uses (e.g., day care, health club, bank). Arranged in a controlled commercial, business, or office park setting, where allowable uses and activities include those associated with low levels of environmental impact, noise, odor, vibrations, and particulate emissions. Served by public sewer and water.	C-P Commercial Park PD Planned Development C-H Highway Commercial (limited use) C-G General Commercial (limited use)	<ol style="list-style-type: none"> <li>1. Design Commercial Park areas to result in higher-end business campus settings, with high quality building, site, landscape, lighting, signage, and other aspects of project design.</li> <li>2. Direct heavy industry, truck terminals, large warehouses, and other higher-impact uses to planned Industrial areas instead.</li> <li>3. Restrict outdoor storage and activities, except where essential to the business operation and fully screened from nearby uses and streets. Fully screen loading and other less attractive areas from off-site views.</li> <li>4. Rezone sites designated for Commercial Park use only after public sanitary sewer and water service is available, the land is within Village limits, and a specific development proposal is offered.</li> <li>5. Promote lot sizes and site design that enables future on-site expansion.</li> </ol>
<b>Industrial</b>	Manufacturing, warehousing, distribution, office, storage, utility, and other compatible businesses and support uses (e.g., day care, health club, bank). May include screened outdoor storage, and more intensive uses than in other future land use categories. All uses served by public sewer and water systems.	M-1C Manufacturing-Intensive Commercial C-H Highway Commercial (limited use) C-G General Commercial (limited use) Some lands may also be mapped within the "Terminal and Triangle Design Overlay District"	<ol style="list-style-type: none"> <li>1. Rezone sites designated for Industrial use only after public sanitary sewer and water service is available, the land is within Village limits, and a specific development proposal is offered.</li> <li>2. Require performance standards as necessary to avoid placing excessive demand on municipal utilities and roads, or creating environmental hazards or unwanted neighborhood impacts.</li> <li>3. Encourage the redevelopment or intensification of older industrial, storage, and contractor uses and buildings in the Terminal and Triangle District area. Refer to more detailed plans such as the TID #3 Project Plan and Terminal and Triangle District Plan for more detailed policies and recommendations for planned Industrial areas.</li> <li>4. Discourage new fuel storage or blending facilities and discourage the expansion of existing such facilities, and encourage redevelopment of sites that were used for this purpose at time of writing.</li> </ol>
<b>Mixed Use/Flex Commercial</b>	A carefully designed blend or option of commercial services, retail, office, business park, multiple family residential, and/or institutional land uses, including mixed use sites and/or buildings. Compared to the Neighborhood future land use category, Mixed Use/Flex Commercial areas typically are denser, include some non-residential component, and do not typically include single family housing. All uses served by public sewer and water systems.	Appropriate traditional zoning districts (e.g., C-H, C-P, R-3) or PD or PD-1 Planned Development zoning	<ol style="list-style-type: none"> <li>1. Design "Mixed Use/Flex" areas to skillfully mix different uses on the same area, site, and/or building, and/or to serve as transitions between broader areas of different land uses. This future land use category is NOT intended to enable an unplanned or haphazard mix of different uses on any site or in any area.</li> <li>2. Preserve and blend with surrounding residential character through appropriate building scale, building appearance, landscaping, screening, signs, and limited traffic and loading, and access from the adjacent collector or arterial street. Utilize the approach and standards in Figure 4-2 in such settings.</li> <li>3. Rezone sites designated for Mixed Use/Flex use only after public sanitary sewer and water service is available, the land is within Village limits, and a development proposal is offered.</li> <li>4. Refer also to policies applicable to Two and Multiple Family Residential, Highway and General Commercial, Commercial Park, and other more specific future land use categories that logically guide the development of each planned Mixed Use/Flex area given the range of proposed uses there.</li> </ol>



Future Land Use Category	General Description of Land Uses Allowed	Typical Implementing Zoning Districts	Development Policies (see also Village zoning, subdivision, stormwater management, and other ordinances)
<b>Institutional and Governmental</b>	Buildings and land owned by governmental, educational, religious, and other non-profit organizations intended for public uses, gathering places, membership clubs, or elderly care. Small-scale institutional uses may be located in areas mapped in other future land use categories.	Different residence or commercial districts (Village may wish to establish a "public and institutional" zoning district; current standards in residential districts may not fit institutional use needs)	<ol style="list-style-type: none"> <li>1. Assure high quality building, site, landscape, lighting, signage, and other aspects of project design.</li> <li>2. Preserve and blend with surrounding residential character through appropriate building scale, building appearance, landscaping, screening, signs, and limited traffic and loading, and access from the adjacent collector or arterial street. Utilize the approach and standards in Figure 4-2 in such settings.</li> <li>3. Continue to work with institutions with larger areas of vacant land and/or additional land needs, including the McFarland Cemetery Association and McFarland School District. Coordinate uses and activities on District-owned land, including the vacant site at the southeast corner of Broadhead Street and Holscher Road.</li> </ol>
<b>Public Lands, Recreation, and Environmental Corridors</b>	Publicly owned lands used for recreation, natural areas, stormwater management areas, or cemeteries. Also includes continuous systems of open space that include environmentally sensitive lands, natural resources, and endangered or threatened species habitat intended for long-term open space, whether or not in public ownership. See CARPC environmental corridor maps by clicking <a href="#">here</a> in digital versions. Future parks may also be on lands mapped under other future land use categories.	<p>CO Conservancy</p> <p>For Village parks, different residential or commercial districts may also be used, though the Village may wish to establish and use a "public and institutional" zoning district.</p> <p>Such areas may also be subject to wetland, floodplain, or shoreland zoning rules.</p>	<ol style="list-style-type: none"> <li>1. Utilize the Outdoor Recreation and Open Space Plan and Community Facilities and Utilities chapter to guide the siting and development of future parks and recreation areas.</li> <li>2. Designate environmental corridors with CARPC when land is added to the Urban Service Area.</li> <li>3. Where compatible with natural resource and farmland preservation objectives, permit within environmental corridors cropping, grazing, underground utilities, and passive recreational and educational activities such as trails and low-impact athletic fields. Direct other development away from environmental corridors.</li> <li>4. Collaborate with Dane County and others on the preservation of the large environmental corridors adjacent to Upper Mud Lake, "lower" Mud Lake, and the Yahara River.</li> <li>5. Where development is proposed near a mapped environmental corridor, determine the exact boundaries based on the features that define those areas. In consultation with CARPC and where consistent with the County Water Quality Plan, the Village Board will demap these an area as environmental corridor by resolution if: <ol style="list-style-type: none"> <li>a. More detailed information or studies reveal that the characteristic(s) that resulted in its designation as an environmental corridor is not actually present.</li> <li>b. Approvals from appropriate agencies are granted to alter a property so that the characteristic that resulted in its designation will no longer exist; and/or</li> <li>c. A mapping error has been identified and confirmed.</li> </ol> </li> </ol>
<b>DNR Wetlands and Potential Wetland Indicators, Undeveloped Lands</b>  (blue dot pattern overlay areas on Map 6)	WISDNR mapped wetlands, along with other areas with soil or other conditions that indicate prior and possible wetlands, such as hydric soils, but that are not yet designated as wetland by the WISDNR. Such areas may have building limitations.	CO Conservancy, or development-based zoning districts if soil limitations and associated regulations can be overcome	<ol style="list-style-type: none"> <li>1. Where such areas are mapped over a property, require a wetland screening in advance of development. If the screening suggests the possibility of actual wetlands, require a wetland delineation in advance of development and buffer such wetlands in accordance with CARPC policy. Some of these areas may be redesignated as environmental corridor in the future.</li> <li>2. Areas within this designation should remain undeveloped if other, more appropriate building sites can be found on the property. If more appropriate building sites are not available, the underlying land use designation should guide future land use types and density (e.g., Single Family Residential).</li> </ol>
<b>Agricultural Preservation</b>	Areas designated for long-term (15+ year) farming suitability. Also intended to accommodate farmsteads, limited non-farm housing, and associated home occupations and family businesses.	Generally A-1 (Ex) Exclusive Agriculture in the County's zoning jurisdiction	<ol style="list-style-type: none"> <li>1. Support continued farming, open space uses, and operations that process farm products grown mainly on-site and agricultural entertainment, where farming remains the primary activity.</li> <li>2. Limit non-farm residential development to a maximum density of 1 home per 35 acres of lands in contiguous single ownership, within clusters of smaller individual home sites as opposed to housing on 35+ acre lots.</li> <li>3. Assure that rural uses do not impede very long-term urban development or road or utility extensions.</li> </ol>





## 2. Secure McFarland's Planned East Side Expansion

As described by the sidebar, horizontal expansion (i.e., growth through annexation), together with infill development and redevelopment within the current Village limits, will assist the Village in realizing its future vision. Perhaps the Village's last remaining place for growth through annexation lay beyond its eastern municipal limits. This is due to water bodies and wetlands, Madison's city limits, and intergovernmental agreements restricting expansion in other directions. These conditions are depicted on Map 5 in Volume 1.

The window for McFarland's eastward expansion may close in the next decade, perhaps sooner. This is a result of expiring intergovernmental agreements, and, particularly for lands close to Siggelkow Road, a separate agreement between Madison and Blooming Grove that prescribes the City's annexation of all remaining lands from that town no later than 2027.

The Village's east side expansion area extends east to Interstate 39-90 into what is now Blooming Grove and to the edges of a large preserved farm and wetland complex into what is now the Town of Dunn. This expansion area is marked with the red boundary on the 2008 East Side Neighborhood Growth Area Plan map on the following page. This expansion area is supported by long-standing intergovernmental agreements with Madison and Dunn, and has been reflected and detailed in Village plans for at least a decade.

### Why Should McFarland Grow?

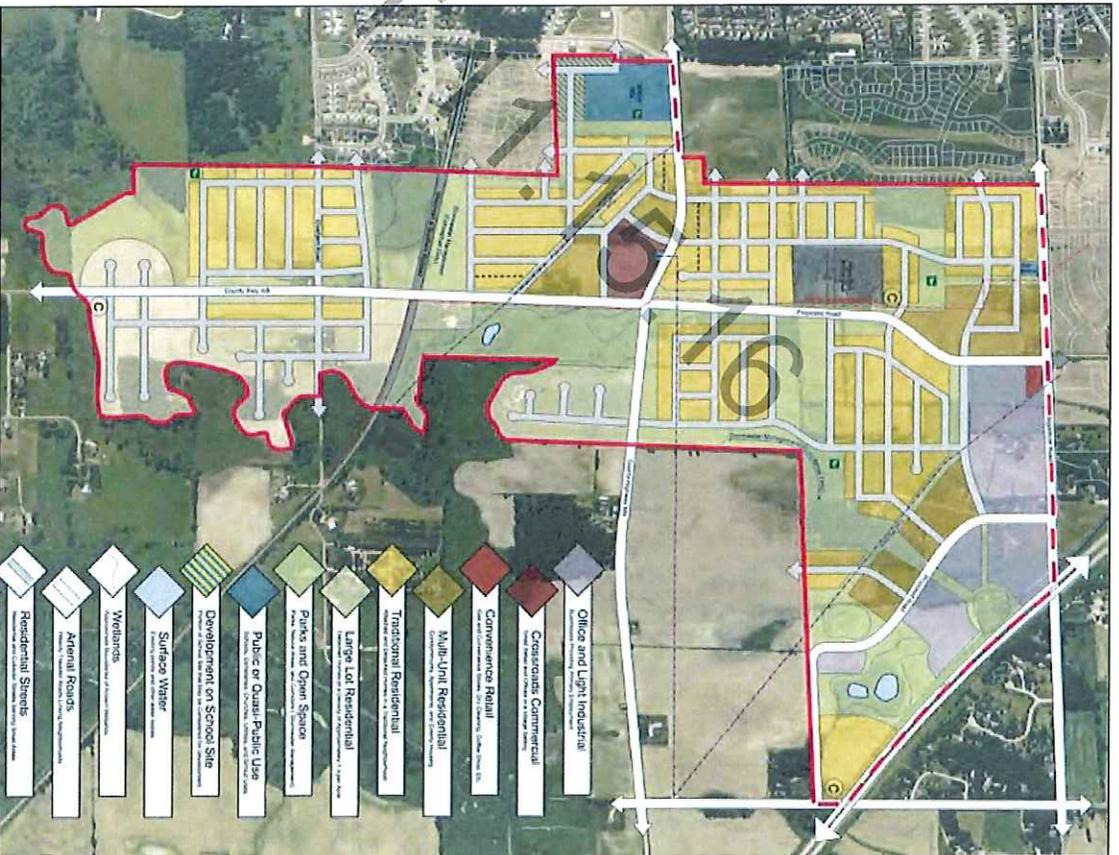
McFarland residents have debated the merits of community growth and expansion. The Village intends to support moderate, planned growth for the following reasons:

- Accommodates projected land demand. As calculated within Volume 1, the Village may require up to 730 developable acres through the year 2040. In early 2016, there were only 198 developable acres in the Village.
- Captures a share of regional growth within the Village limits that will occur with or without McFarland's participation. Specifically, if McFarland were to elect not to expand to the east, one or more other municipalities would likely welcome development in that same area, imposing traffic and other impacts on the Village without the tax benefits.
- Maintains community investments and afford desired amenities, including those advised through this Plan. These include higher-profile items like a potential community center, and basic items such as streets.
- Expands opportunities for residents, including new retail, commercial service, and job-based land uses. More rooftops can justify opening or expanding a business.
- Expand the Village's tax base in order to maintain affordable tax rates. State of Wisconsin laws favor both municipal and school district population and tax base



To secure its claim to this modest eastern expansion, the Village intends to engage in a variety of efforts, which may include the following:

- Extending intergovernmental agreements:** The Village will continue to pursue cooperative approaches. McFarland welcomes new or extended inter-governmental agreements/cooperative plans with Madison, Blooming Grove, and Dunn that would continue to secure the previously-agreed east side growth area for McFarland's future expansion.
- Connecting with property owners:** The Village will continue to engage in one-on-one communications and informational meetings with property owners in the area bounded in red on the map to the right. Such meetings are intended to identify options and timeframes for annexation to the Village and to provide technical and legal assistance, if desired by the land-owners and following State law requirements.
- Accepting farming as an in-Village use:** In the past, some property owners have been discouraged from annexing their land



Conceptual Development Plan Map from 2008 East Side Neighborhood Growth Area Plan (Reukert-Mielke)



because they were not ready to develop it. The Village will accept and facilitate farming as a longer-term use within the Village limits, such as by not requiring development plans as part of annexation requests.

- **Consider land acquisition:** Where necessary or advisable, the Village may pursue acquisition of land in its east side growth area for park use or for future resale or, and easements and rights-of-way for logical utility and road extensions. There may be a particular focus on those properties that may otherwise impede logical Village growth.
- **Engage in proactive infrastructure planning:** Following a critical mass of annexation, the Village may prepare detailed utility, stormwater, and transportation plans for its east side growth area, including detailed engineering, cost, and financing analyses of major projects such as interceptor extensions, new or improved lift stations, and improvements to major roads like Siggelkow. Then, the Village would include such improvements in its capital improvement program, and construct them in conjunction with, and to facilitate, new development. The Village intends to explore creative financing to pay for such infrastructure, without over-burdening property owners and developers so that their developments are not financially feasible. Major potential infrastructure projects are listed in Figure 7-1 in the Community Facilities and Utilities chapter.

- **Sharing and adapting east side growth plans:** The Village promotes opportunities under the East Side Neighborhood Growth Area Plan for a range of residential, commercial, and employment-based development. The Village will also enable some flexibility from, or amendments to, the Neighborhood Plan to reflect the recommendations of this updated Comprehensive Plan volume, and in other cases where consistent with the Village's vision. As one example, the Village may be flexible from the traditional grid development pattern reflected in parts of the 2008 plan map, particularly given the topographic changes and natural features. The Village may also consider other compatible uses in areas designated for "traditional residential" use, such as low-density senior housing or independent living campuses.

Chapter 5—Economic Development, Chapter 6—Housing and Neighborhoods, Chapter 7—Community Facilities and Utilities, and Chapter 8—Transportation include other initiatives and projects that relate to this major initiative.



### 3. Provide for Compatible Reinvestment along Lake Waubesa and in Residential Areas

As suggested by the previous initiative, horizontal expansion of the Village is limited in amount and duration. The benefits of redevelopment and infill development are summarized in Figure 4-2. The Village will encourage redevelopment and infill development in other, mainly-developed parts of the community. These include the Downtown/Farwell Street and Terminal and Triangle Drive areas, for which the Village has detailed plans (see initiatives 4 and 5).

The Village will also consider community-sensitive infill development and redevelopment other settings. These include mainly residential areas with larger sites that have been passed over for development, such as one at the southeast corner of Siggelkow and Marsh Roads, or that may have a single residence on one to several acres, such as on sites along Burma Road and Exchange Street. They also include sites that are on or near the waterfront, particularly Lake Waubesa focused around aging waterfront business sites.

Figure 4-2 includes a suggested approach and standards for infill development and redevelopment in such settings. It includes a recommended redevelopment process, including neighborhood involvement steps. It also includes and illustrates several urban design principles appropriate to most of these settings. In addition to the guidelines in Figure 4-2, each redevelopment or infill development proposal will be subject to more detailed standards elsewhere in this Volume 2, the Village's zoning ordinance, or other regulations. The goal is to enable quality redevelopment projects, while still protecting neighborhood integrity.

#### Guidance for Waterfront Uses

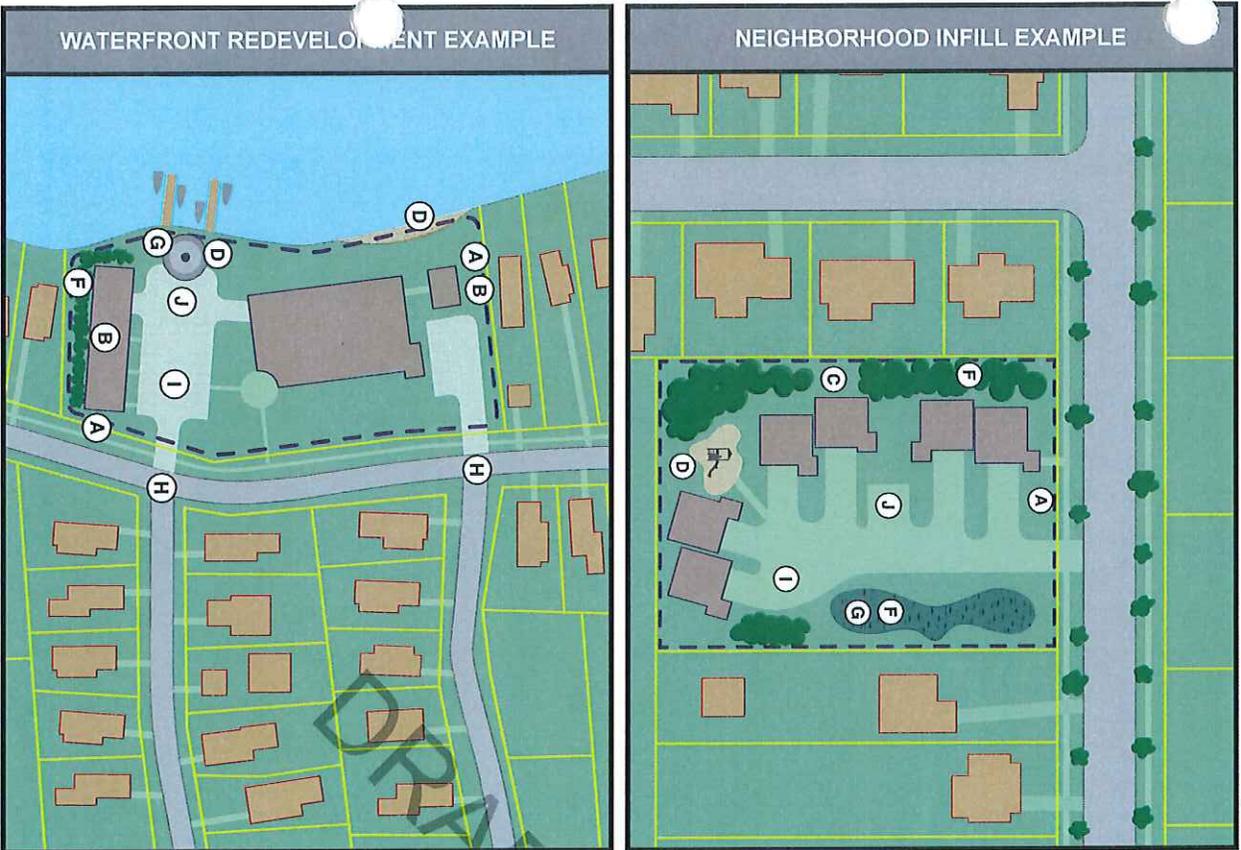
For proposed commercial uses, preference should be given to uses that benefit from proximity to the water, such as small retail shops and restaurants, which are scaled and designed in a manner that is compatible with existing development. New housing proposals are also likely in waterfront areas, which may be configured to changing community needs and take advantage of waterfront amenities.

The proposed range of land uses for waterfront sites should reflect input from a residential target market analysis or retail market strategy by a qualified professional marketing group. This will help ensure that plans realistically tie to local market conditions and demand.

Waterfront municipalities should consider a form-based approach to development review. Such an approach gives some flexibility in the uses allowed to respond to market fluctuations, if the design meets community standards and offsite impacts are addressed.

*Source: Waterfront Planning Toolkit and Guidelines, Redevelopment Ready Communities Best Practices, Michigan*





### WHAT DESIGN PRINCIPLES ARE IMPORTANT?

- A** Maintain compatible setbacks. Extra-shallow or deep setbacks interrupt neighborhood form and place incompatible activities next to each other.
- B** Use scale transitions. Site taller and bulkier aspects away from adjacent single family homes, tapering to down close to existing residential lot lines. Consider solar access.
- C** Back-to-back is best. Abut back yards of the redevelopment project to back yards of existing residential uses where possible.
- D** Provide gathering and focal points. This may mean better waterfront access, and/or recreational facilities, places of respite, or art.
- E** Manage uses. Uses that require drive-through lanes, outdoor storage, and bright lights are not the best residential or waterfront neighbors.
- F** Keep it green. Continue and establish landscaped buffers, including natural shoreline restoration. Use walls and fences only where necessary.
- G** Use stormwater as a design feature. In addition to its main function, design stormwater features as an aesthetic and "natural" element.
- H** Limit driveway access. Direct commercial driveways away from residential streets and/or to existing intersections.
- I** On-site circulation. Avoid parking and circulation patterns that result in headlights pointing towards residential windows. Otherwise, use berms, all-season landscaping, or fencing.
- J** Hide parking. Avoid large front yard parking lots. Underbuilding and garage parking should be the norm in redevelopment projects.
- K** Details matter. Carefully site and screen mechanical units, loading areas, dumpsters, exterior lighting, and signage. Consider placing in yards away from houses.
- L** Consider non-physical solutions. Explore opportunities to limit hours of operation—or deliveries, or other bothersome activities—early, in evenings, and on weekends.

### WHAT STEPS SHOULD "REDEVELOPERS" FOLLOW?

- Utilizes existing roads, utilities, and services.
  - Renews obsolete, run-down, and vacant sites.
  - Limits conversion of farmland and natural areas elsewhere.
  - Increases property tax revenue, and re-circulates dollars.
  - Diversifies living options for empty-nesters, seniors, young professionals, and workforce.
  - Increases shopping, dining, and recreational options.
1. Initial Consultation: Talk with Community Development Department staff to identify opportunities and pitfalls.
  2. Consistency Evaluation: Refer to Map 6: Future Land Use, and plans for areas like the downtown and Terminal and Triangle Drives. Determine whether a Village plan or ordinance amendment will be required.
  3. Land Control: Secure options on property. Pursue an extended option period (e.g., 120-180 days) to allow approvals before acquisition is finalized.
  4. Concept Plan Development: Prepare conceptual site and building plans based on initial engineering and stormwater review.
  5. Village Concept Plan Review: Submit for Village staff and Plan Commission review. This step and the next could be combined or reversed in order, depending on the project.
  6. Neighborhood Meeting: Meet with neighbors—within 300 feet at least—to present the concept and hear and consider comments.
  7. Possible Plan Amendment Request: State law requires that rezonings be consistent with the comprehensive plan. For simpler projects, this step and the next could be combined.
  8. Rezoning Application: Determine with Village staff the appropriate zoning district, considering standard Village zoning districts, and the PD-1 Planned Development Infill district. Include a "general implementation plan" submittal with the rezoning application.
  9. Possible Follow-up Meeting: Assuming approved rezoning, reconnect with the neighborhood, Village staff, and/or Plan Commission to work through detailed issues.
  10. Specific Implementation Plan Submittal: Include with the detailed site and building plan approval applications all plans required by ordinance, plus phasing, construction, and operational plans.



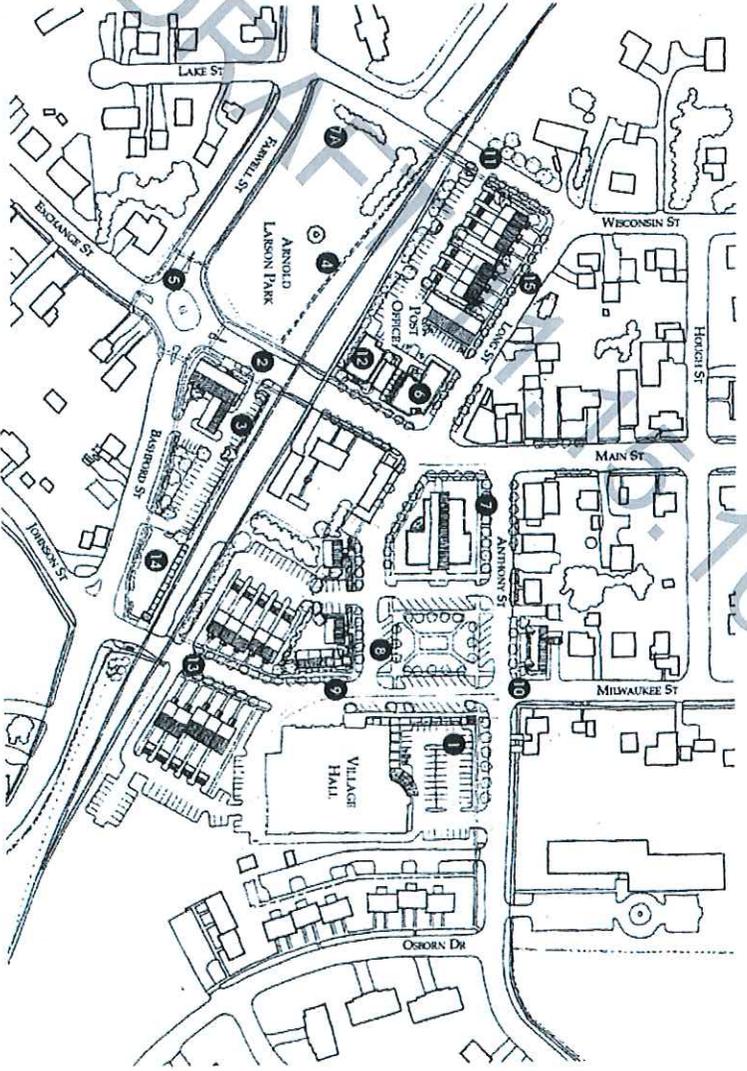
**Figure 4-2**  
Infill and Redevelopment Standards  
in Residential and Waterfront Settings



#### 4. Implement and Update Plans for Downtown Revitalization

Downtown revitalization has been a Village priority for nearly two decades, within which major public investments like the Municipal Center and Library have been made there. With planned growth on the east side of McFarland and in Madison's Marsh Road neighborhood, the downtown area will become more centralized to area residents, making it a more viable, marketable location for economic activities. The Village intends to continue to focus attention on its downtown—in part by implementing, updating, and perhaps consolidating existing downtown-related plans.

In 1999, the Village adopted a Village Center Master Plan to promote infill development in the Village's immediate downtown area. In 2010, the Village worked with Vandewalle and Associates on a Downtown Strategic Market Analysis and Opportunities Assessment, which focused on opportunities within the Village's broader Tax Incremental District (TID) #4 area. These plans advance mixed-use infill, redevelopment, and public investments in the historic downtown and along Farwell Street. Investments have occurred with guidance from these plans, including the Library, a major multiple family housing development along Farwell Street, and pending streetscape improvements.

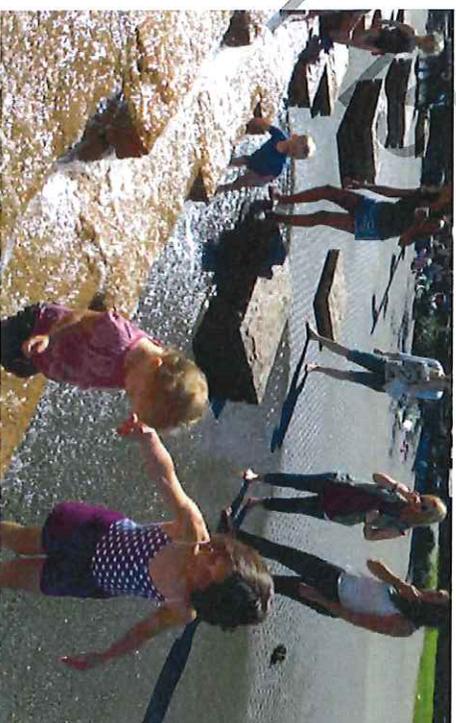


1999 Village Center Master Plan Phasing Program, with multiple potential projects suggested.



The Village intends to actively revisit, update, and consolidate these plans. The 1999 plan includes some recommendations that may no longer be relevant. These may include redevelopment at some downtown locations and traffic improvements like a proposed roundabout at the Exchange, Farwell, and Bashford intersection. Further, the economy, land owners, businesses, and residents in and near the downtown has changed significantly in the last 15 to 20 years. Finally, the Village may wish to explore other ideas in an updated downtown planning process, including the following:

- **Expand geographic extent:** An updated plan should expand the geographic scope of “downtown” McFarland to include the old commercial center of the Village plus the Farwell Street corridor west to Highway 51. In addition, the potential for home-based businesses and retail conversion north to Broadhead Street should be considered.
- **Promote historic values:** The Historic Preservation Commission may lead an update to Village’s inventory of historic buildings, as described more fully in the Culture and Community Character chapter. This could include a focus in and around the downtown area.
- **Advance a family-oriented outdoor amenity:** The Village will explore the development of a family-oriented outdoor amenity, geared to both local residents and visitors, to enhance activity and a sense of place in the downtown. Flexible space to enable use in multiple seasons should be investigated, such as an interactive fountain/ice skating rink.
- **Focus redevelopment efforts:** The Village would revisit redevelopment recommendations from the 1999 and 2010 plans. In particular, the Village would explore recreational and other opportunities in the block bounded by Exchange Street, Bashford Street, Johnson Street, and the railroad tracks. These may include the family-oriented amenity mentioned above and the final Village link of the Lower Yahara Trail.



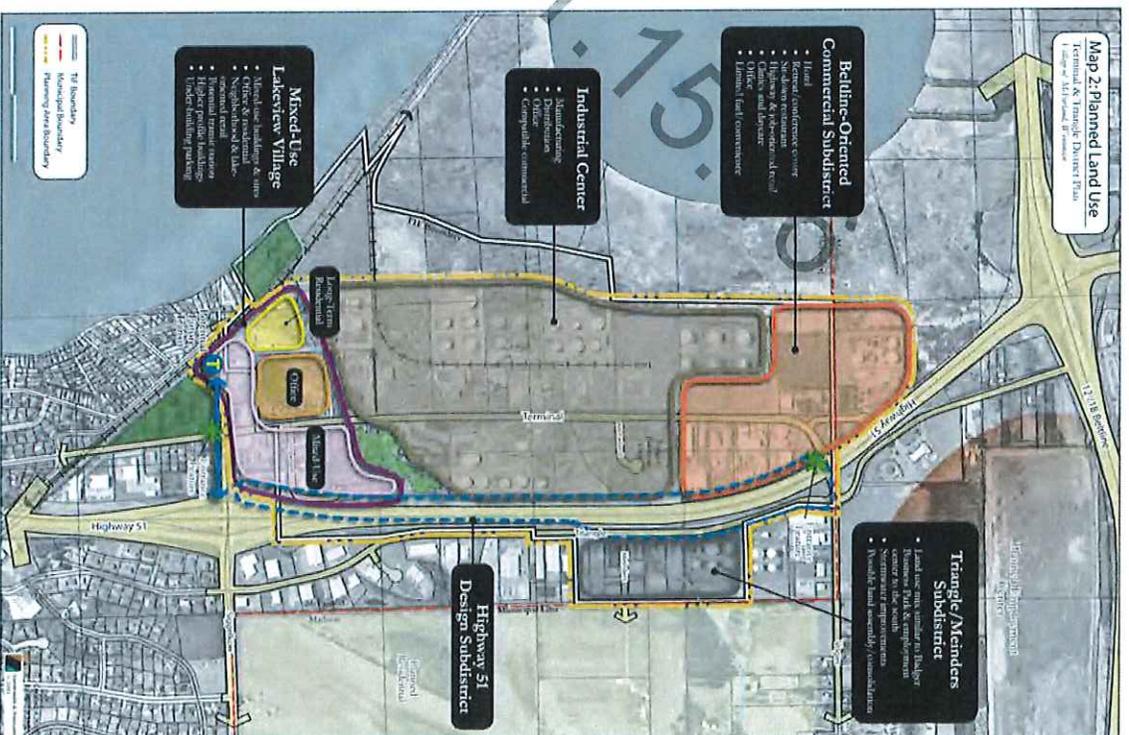
An interactive fountain acts as a family destination and anchor for nearby businesses. In McFarland, a similar feature could be designed to allow other uses in the off-season (e.g., performance space, skating rink).

- **Advance community signage:** An updated plan may serve as a platform for advancing a streetscaping, gateway, and wayfinding signage program. These could be done in accordance with the Village's updated branding effort. Locations could take their cue from Map 8, which includes ideas for the broader County Highway MN corridor through McFarland.
- **Encourage food-based enterprises:** The updated plan could include exploration of expansion of food-based businesses like restaurants, food carts, a shared-use commercial kitchen, and greater connections and/or expansion to the downtown community garden.

## 5. Implement and Review the Terminal and Triangle District Plan

McFarland's economic activity has long centered around a major gasoline distribution center for south central Wisconsin, informally known as the "tank farms." The center is along Terminal Drive extending from Highway 51 on the north end, to just north of Siggelkow Road on the south end, and along Triangle Drive east of Highway 51 in the Meinders Road area. The Village's TID #3 generally covers this area.

The 2005 Terminal and Triangle District Plan advises a proactive program of redevelopment for economic purposes within this critical part of the Village. Planned land uses for the district are broadly illustrated on the map shown at right, and reflected on Map 6 earlier in this chapter.





This mixed residential and commercial building along Siggelkow Road, just north of Brandt Park, is the best example of new development designed in accordance with the recommendations of the Terminal and Triangle District.

Towards the north end of the district—and for properties with highway visibility—future land uses are to focus on commercial service and some retail uses that serve the traveling public, complement existing and planned businesses in the area, and serve McFarland residents with land uses not appropriate or viable for the downtown or Farwell/Highway 51 commercial areas. Near the southern end of the district, future land uses are to include a mix of office, research and development, residential, and lake-oriented retail uses. This reflects the existing land use pattern in the area and future opportunities for “transit oriented development” identified there. The center of the district is intended for continued—but upgraded— industrial uses.

The Terminal and Triangle District Plan remains relevant, and deserves further implementation. Still, the Village intends to evaluate that plan for potential amendments. In particular, the Village may wish to:

- Revisit “tank farms” policy: In light of recent development interest, the Village may wish to revisit the current policy in the Terminal and Triangle District Plan, which reads: “Limited expansions to those operations within current parcel ownerships will be considered in areas that do not interfere with the other recommendations of this Plan. New gasoline distribution or processing facilities will generally not be supported.”



- **Revisit mixed use development premises and edges:** The 2005 plan includes an ambitious program for dense, mixed use development near Terminal Drive and Siggelkow Road. These recommendations were premised, in part, on the introduction of passenger rail service to the area and the partial relocation of the Exxon-Mobil facility. The Village may wish to re-evaluate the recommendations for this area, and its geographic extent, in light of changing dynamics.
- **Revisit Meinders Road area recommendations:** The 2005 plan includes advice for assembly and redevelopment of the smaller lots along Meinders Road. This has yet to occur. In fact, there is some interest in small-site land use changes that may extend the viability of some of the current lots and uses along this short street. The 2005 plan suggests that the Village or Community Development Authority (CDA) may begin to assemble properties here to create larger redevelopment parcels. The Village may investigate whether it wishes to take this step. If not, perhaps the recommendations for the Meinders Road area are ripe for change.
- **Enhance aesthetics along corridor:** The 2005 plan advises a beautification effort along Highway 51—both in the highway right-of-way and for private lands and buildings adjacent to the highway. The Village quickly followed up with a landscape plan for the Highway 51 corridor, but that plan has not yet been implemented. In the near future, there appears to be an opportunity to advance and dovetail those landscaping and community image enhancement plans with the eventual reconstruction of Highway 51.

DRAFT



**Goal:** Increase and ease opportunities for businesses to start-up, locate, and grow in McFarland; expand local jobs, shopping, and dining; and build connections to and between commercial areas.



## Objectives

1. Proactively work to retain and grow existing businesses.
2. Expand the local tax base and good paying jobs through business park development and redevelopment.
3. Leverage the McFarland School District area as the Village's retail, restaurant, and service market.
4. Advance the McFarland brand through economic development efforts.

## Initiatives

(see full chapter to read more)

1. Pursue a New Business Park near Interstate 39-90 and Siggelkow Road. The eastern end of McFarland's east side growth area provides perhaps the last, best chance for McFarland to participate in the development market for larger scale, employment-focused land uses.
2. Expand Activity and Welcoming Features Along Highway MN—"McFarland's Main Street." The MN corridor—including segments of Farwell, Exchange, Main, and Broadhead Streets—can serve as a backbone for community activity and image enhancement for McFarland. This may be accomplished through road and pedestrian enhancements, streetscaping and community signage, focused activities, and redevelopment and infill development.
3. Develop a Business Recruitment and Retention Strategy. The Village strives to address the needs of existing businesses and encourage their expansion. The Village will also pursue new businesses that fill identified gaps and interests.



## Chapter Purpose

McFarland businesses, jobs, shopping, and commercial services contribute to the area's growth, wealth, and quality of life. This chapter is intended to promote the retention, stabilization, and growth of the economic base over the next 20 years. It includes general policies and three broad initiatives for economic development. The Village crafted the entire Volume 2 with an emphasis on its economic growth. Therefore, initiatives in other chapters clearly cross over to economic development as well.

## Economic Development Policies

1. Empower the Community Development Authority (CDA) and its staff as the primary economic development arm of the Village, with priority-setting and oversight from the Village Board.
2. Participate with and utilize other agencies interested in and charged with economic development, like the McFarland Chamber of Commerce, Madison Region Economic Partnership, UW-Extension, and Wisconsin Economic Development Corporation.
3. Maintain a business-friendly environment through customer service, streamlined development approvals, fair and reasonable zoning standards, and development incentives where advancing the vision of this and other Village plans.
4. Maintain an adequate supply of improved, developable land in the Village for new industrial, commercial, office, and mixed use development, in areas identified in the Future Land Use map in the Land Use chapter.
5. Continue to support infrastructure improvements that drive economic activity, such as improvements to the utility, highway, and broadband networks.
6. When making economic development decisions, recognize the importance of preserving and enhancing McFarland's character, aesthetics, heritage, existing locally owned businesses, and the downtown.
7. Consistently apply non-residential design standards from the Village's zoning ordinance and Village plans to maximize tax base growth, improve community aesthetics, and enhance McFarland as a location for higher-end non-residential development.
8. Capitalize on the Village's strengths and opportunities, and minimize its weaknesses and threats (see Figure 5-1 on next page).



**Figure 5-1: McFarland's Strengths and Weaknesses for Economic Development**

Strengths	Weaknesses
Proximity to Madison and expanding regional market	Limited land available for new commercial and industrial development
Excellent transportation access (via Highway 51, Beltline, Interstate, rail)	No direct access to Interstate
Opportunity to capture market in broader McFarland School District and far southeastern Madison	Travel patterns for other School District and nearby City residents do not usually take them through the Village
Base of existing businesses in certain sectors, particularly contractors	"Tank farms" present an unattractive gateway entrance along Highway 51
Development incentives through Tax Incremental Districts (TIDs)	Limited retail and commercial service activity
Educated workforce, with higher-than-average incomes	Perception as a "bedroom community"
Safe neighborhoods	Eastern neighborhood expansion will require significant utility investments
Good schools in smaller-district setting; pending school investments	Limited avenues for expansion—north, west, and south not available and eastern growth window may be closing
Good community facilities, including modern library	Perceived lack of appealing community amenities (e.g., athletic complex, pool)
Lakes and river, and Village's open space feel	Lack of clearly communicated identity to attract residents and businesses



## Economic Development Initiatives

### 1. Pursue a New Business Park near Interstate 39-90 and Siggelkow Road

Chapter 4—Land Use includes a broad initiative for eastward expansion of the Village. Such eastward expansion includes residential and non-residential components. Over 100 acres of developable land directly west of the Interstate, between Siggelkow Road and Highway AB, provide a particular opportunity for employment-based development.

The Village encourages commercial, business, or office park uses benefiting from Interstate visibility but not requiring direct vehicular access to the Interstate (see sidebar to right). Office, information technology, health care, and technology-based manufacturing would be the land use focus of this area. Unlike other parts of McFarland, this area also provides the opportunity for larger non-residential development sites. Its assets include excellent visibility from an Interstate with 50,000+ vehicles per day and five-minute drive time from the Interstate/Beltline interchange.

Map 7 depicts these and other “east end economic opportunities.” As suggested on the map, these opportunities can grow through intergovernmental cooperation with the Wisconsin Department of Transportation (WisDOT), the Ho-Chunk Nation, the City of Madison, and town and county governments. One subject of common interest includes significantly safer access from Highway AB to Highway 12, ideally through a new interchange that WisDOT was studying at time of writing.

#### Moving Beyond an Interstate Interchange

- The potential for a new interchange from McFarland’s east edge to Interstate 39-90 has been thought to enhance business development prospects on the Village’s east side. The planning consultant advises the Village to cease including such an interchange in its plans or advocacy efforts because of:
  - Extreme challenges in meeting State and federal spacing standards between this area and the Interstate/Beltline interchange.
  - High cost relative to expected funding sources. Consistent with recent practice, the Village almost certainly would have to raise the full \$10-\$15 million cost for an interchange. While some may argue that TID or assessments could offset those costs, the consultant does not believe that this approach would be economically viable.
  - The failure of other comparable efforts in the Madison area, included in DeForest and the far east side of Madison.

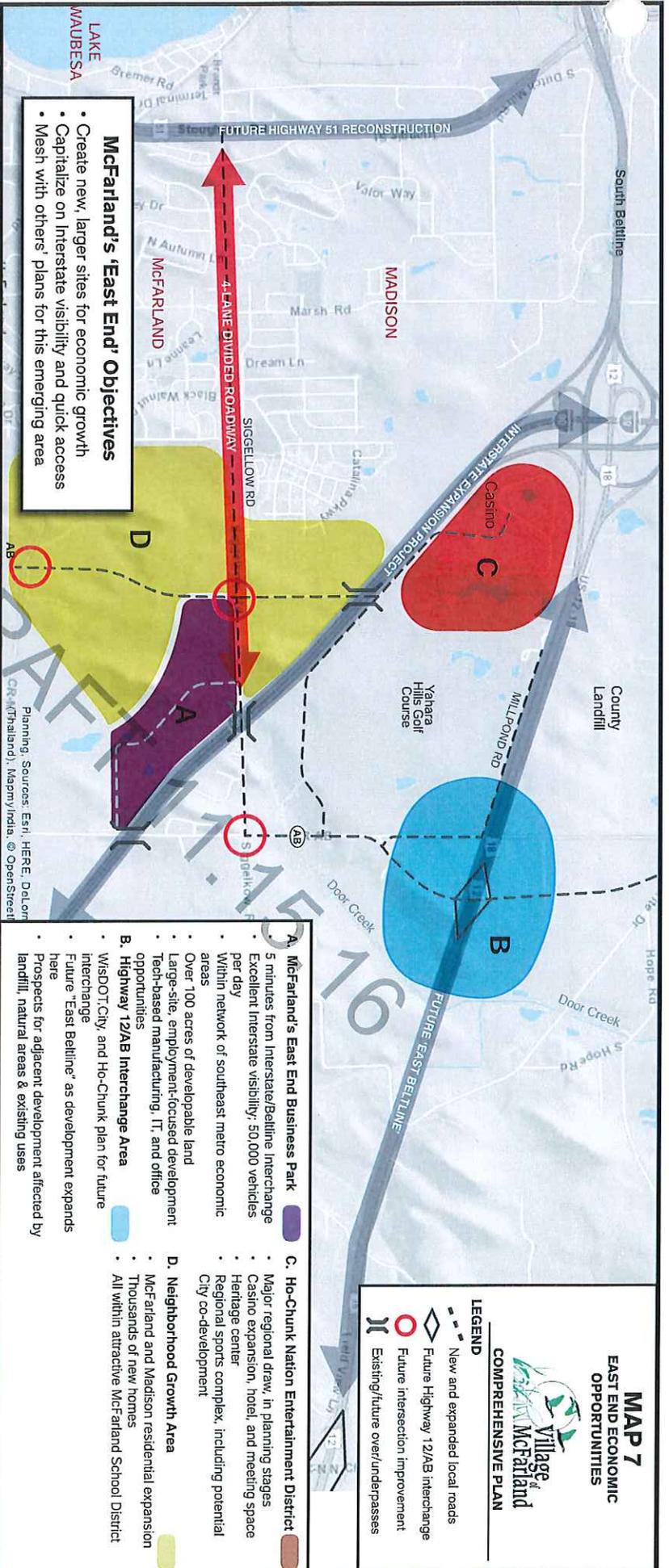


# MAP 7 EAST END ECONOMIC OPPORTUNITIES



## COMPREHENSIVE PLAN

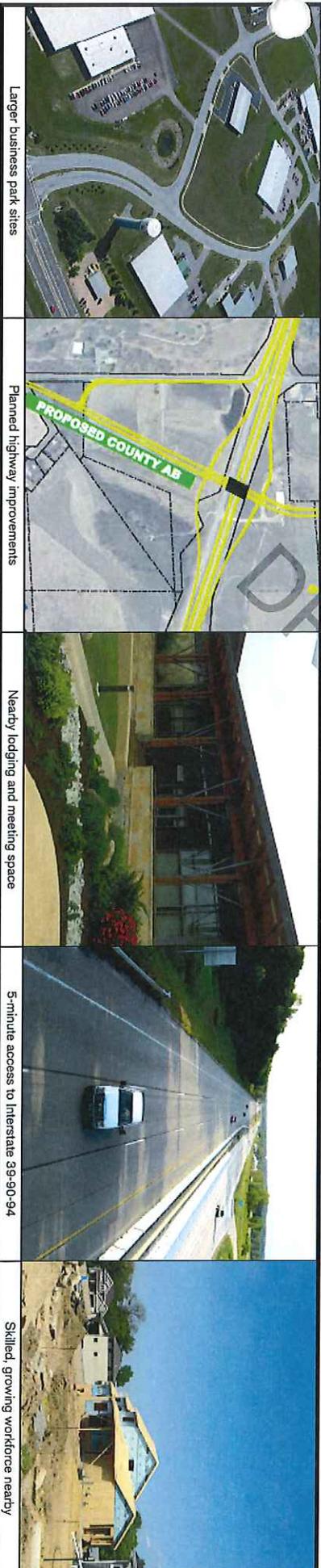
- LEGEND**
- New and expanded local roads
  - Future Highway 12/AB Interchange
  - Future Intersection Improvement
  - Existing/future over/underpasses



**McFarland's 'East End' Objectives**

- Create new, larger sites for economic growth
- Capitalize on Interstate visibility and quick access
- Mesh with others' plans for this emerging area

- A. McFarland's East End Business Park**
  - 5 minutes from Interstate/Beltline Interchange
  - Excellent Interstate visibility; 50,000 vehicles per day
  - Within network of southeast metro economic areas
  - Over 100 acres of developable land
  - Large-site, employment-focused development
  - Tech-based manufacturing, IT, and office opportunities
- B. Highway 12/AB Interchange Area**
  - WISDOT, City, and Ho-Chunk plan for future interchange
  - Future "East Beltline" as development expands here
  - Prospects for adjacent development affected by landfill, natural areas & existing uses
- C. Ho-Chunk Nation Entertainment District**
  - Major regional draw, in planning stages
  - Casino expansion, hotel, and meeting space
  - Heritage center
  - Regional sports complex, including potential City co-development
- D. Neighborhood Growth Area**
  - McFarland and Madison residential expansion
  - Thousands of new homes
  - All within attractive McFarland School District



Sources: Dane County DCIMap, WISDOT, Ho-Chunk Nation, City of Madison

The Village intends to advance development of the “East End Business Park.” The Village’s CDA would be the logical lead agency, with direction from the Village Board and support from CDA staff. There are a variety of preliminary considerations and efforts advised for successful business park development. These include:

- Preliminary communications with current property owners
- Detailed land suitability assessment, including wetland analysis
- Consideration of ownership and management options, including potential for public ownership and development
- Economic and market feasibility analysis
- Utility, transportation, and other cost analysis
- Financial support/TID analysis
- Annexation and zoning approaches
- Marketing approach
- Local and regional roadway improvements
- Continued coordination with the City of Madison, Ho-Chunk Nation, and WISDOT on complementary plans and regional transportation improvements

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## 2. Expand Activity and Welcoming Features Along Highway MN—"McFarland's Main Street"

As introduced in the 2010 Downtown Strategic Market Analysis and Opportunities Assessment, the Village intends to better connect and merge the Highway 51 commercial area with its historic downtown and east side growth area. The current Highway MN corridor has great potential to serve this purpose—providing a focus for community activities, commerce, living, aesthetic enhancement, welcome and wayfinding, walkability, and transportation.

The MN corridor extends from Highway 51 to the eastern edge of the Village and beyond. It includes portions of Farwell, Exchange, Main, and Broadhead Streets that together make up the current Highway MN route through the Village. The Village and County are reconstructing the MN roadway in phases from 2016 to 2018. At the end of this period, the County will transfer jurisdiction to the Village.

As presented in Map 8, the Village's interest in transitioning the Highway MN corridor to become "McFarland's Main Street" includes several interrelated components. These include:

- **Streetscaping and other beautification efforts:** Farwell Street in particular should serve as an enhanced community image district and as an "invitation" for Highway 51 drivers to utilize McFarland. The intersection of Farwell Street and Highway 51 provides an opportunity for a gateway "statement," including signage, landscaping, and possibly public art. Both along Highways 51 and MN, a series of wayfinding signs would direct

### An Area Success Story: Monona Drive

Monona Drive was reconstructed between 2009 and 2014. Improvements included bike lanes, raised medians with colored and textured concrete, landscaping, utilities, and aesthetics with plantings, decorative lighting, stone walls, and street furniture. Months of planning and design preceded the improvements to assure that they delivered a consistent, quality image.

The Dane County BUILD program provided support for the preparation of Urban Design Guidelines for Monona Drive. Since 2010, the City has used the guidelines to evaluate private development along Monona Drive, and provide the basis for a facade improvement program.

Four of the City's six TIDs cover parts of Monona Drive. The TIDs provide mechanism to assist interested parties in redevelopment of portions of the Monona Drive corridor.

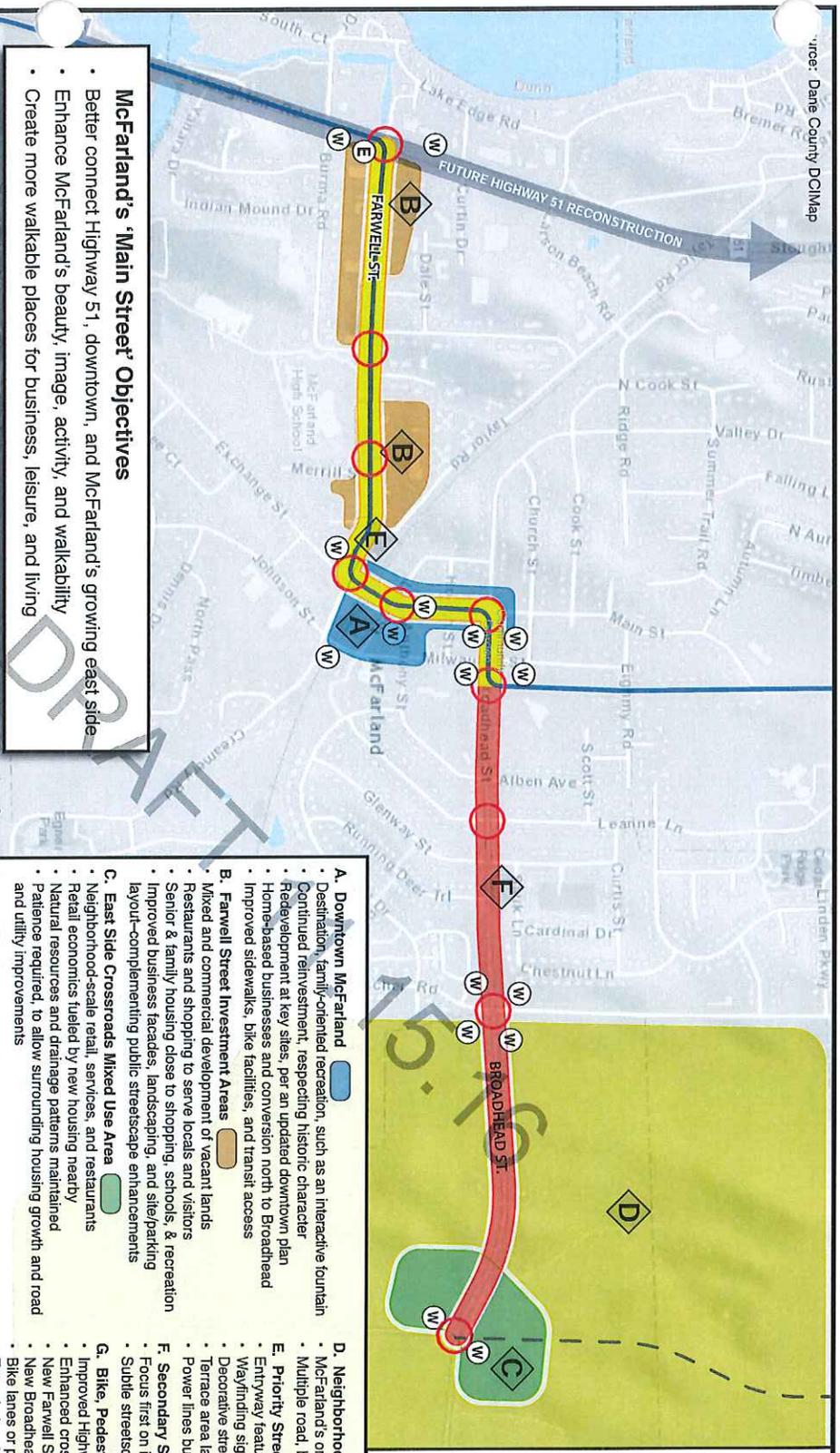
This sum of the efforts represents a holistic approach to upgrading this major corridor.



visitors into the community and to key destinations. Additional aesthetic enhancements may include street trees, decorative street lights (lighting around library may provide a template), seasonal banners mounted on lights, pedestrian furniture in key locations, and public art in visible locations including near the Farwell/51 and Farwell/Exchange intersections. Funding permitting, parts of the streetscaping plan may be implemented with the road reconstruction projects, while other parts may be deferred. Burying power lines will be investigated as a high-impact improvement.

- **Improved transportation flow and access:** The roadway will be rebuilt by 2018. Bike and pedestrian enhancements will be included in each phase. There are a few areas along Farwell Street, in particular, where gaps in the sidewalk network ought to be closed. Map 8 also identifies several intersections for pedestrian crossing enhancements, which may include features like pedestrian-actuated flashing lights and/or unique colors or materials for crosswalk surfacing. The map also includes a potential bus route, which may be an extension of an existing Madison Metro line or a new express line as just two examples. See the Transportation chapter for further details.
- **Continued private reinvestment in the downtown and Farwell Street areas:** Downtown reinvestment should be focused along Exchange and Main Streets. See the Land Use chapter for further directions regarding the downtown. Reinvestment along Farwell Street will include combinations of redevelopment, infill development, and façade and site improvements for existing business. McFarland's TID #4 provides for façade improvement funds and redevelopment incentives. The Village may to extend the geographic coverage of TID #4 to the west; it currently ends near the high school. If that extension occurs, the Village may engage in further outreach with businesses and property owners along the expanded area of Farwell Street regarding business improvement, redevelopment, and street enhancement efforts.
- **Future east side mixed use/crossroads commercial district:** The area near the Broadhead Street and Highway AB intersection should be reserved for future neighborhood-serving commercial and mixed commercial/residential development. It may take years for this market to mature, and the market may be facilitated by the planned northerly extension of the AB roadway from this intersection to Siggelkow Road.





### McFarland's 'Main Street' Objectives

- Better connect Highway 51, downtown, and McFarland's growing east side
- Enhance McFarland's beauty, image, activity, and walkability
- Create more walkable places for business, leisure, and living

### McFarland's 'Main Street' Objectives

- A. Downtown McFarland**
  - Destination, family-oriented recreation, such as an interactive fountain
  - Continued reinvestment, respecting historic character
  - Redevelopment at key sites, per an updated downtown plan
  - Home-based businesses and conversion north to Broadhead
  - Improved sidewalks, bike facilities, and transit access
- B. Farwell Street Investment Areas**
  - Mixed and commercial development of vacant lands
  - Restaurants and shopping to serve locals and visitors
  - Senior & family housing close to shopping, schools, & recreation
  - Improved business facades, landscaping, and site/parking layout-complementing public streetscape enhancements
- C. East Side Crossroads Mixed Use Area**
  - Neighborhood-scale retail, services, and restaurants
  - Retail economics fueled by new housing nearby
  - Natural resources and drainage patterns maintained
  - Patience required, to allow surrounding housing growth and road and utility improvements
- D. Neighborhood Growth Area**
  - McFarland's only residential expansion area
  - Multiple road, bike, and pedestrian connections
- E. Priority Streetscape Improvement Corridor**
  - Entryway feature near Highway 51 to welcome visitors
  - Wayfinding signs, including along 51 near Farwell
  - Decorative street lighting, reflecting library-area lights
  - Terrace area landscaping and stormwater enhancements
  - Power lines buried where practical
- F. Secondary Streetscape Improvement Corridor**
  - Focus first on improved bike/ped connectivity
  - Subtle streetscaping to reflect residential setting
- G. Bike, Pedestrian, and Transit Enhancements**
  - Improved Highway 51 crossing at Farwell Street
  - Enhanced crosswalks at high school and other locations
  - New Farwell Street sidewalk between 51 and Burma
  - New Broadhead Street sidewalks from Main St to east
  - Bike lanes or paved shoulders for urban escape routes
  - Extended and/or express bus routes to Madison



Better connections to and along corridor

Mixed use redevelopment along Farwell Street

Attractive and functional streetscaping

Neighborhood-scale retail and services

Family-oriented downtown destination



### 3. Develop a Business Recruitment and Retention Strategy

Locally grown and owned businesses are one of the Village's greatest assets. Local businesses communicate the essence of McFarland by imparting local flavor in the form of unique goods and services. Since many owners also live in the community, most profits (not just payrolls) are spent locally. Retaining and expanding businesses that are already in the Village is the most cost-effective way to grow the local economy. In addition to assisting local businesses, such activities also create an attractive business climate for new investment from others.

The Village desires to support existing businesses in McFarland. In the past, efforts have included providing utilities, new or expanded roads, and sometimes tax incentives. While these are still tools many businesses need or want, they are expensive and not always indicative of what it really takes to retain local businesses and promote growth.

The Village, therefore, intends to develop, adopt, and implement a formal business retention and expansion program, perhaps in concert with the Chamber of Commerce and others. Elements of such a program may include:

- Assisting existing businesses to stay and grow in McFarland.
- Working to fill identified interests and gaps in businesses (see sidebar to right). Significant growth of general retailing in McFarland will be challenging, particularly with the growth of on-

#### McFarland's Business Targets

The comprehensive planning statute requires that the Village "assess categories or particular types of new businesses and industries that are desired by the local government unit." McFarland seeks a diverse economic base to provide jobs, goods and services to residents, and to provide a healthy non-residential property tax base. McFarland is particularly interested in attracting and retaining the following types of businesses:

- A wider variety of retailers, restaurants, and services, including one or more coffee shops, bakeries, delis, cafes, brewpubs, wine and cheese shops, specialty grocery, jewelry, clothing/shoes, specialty retail/gifts, toys, health care/wellness, dry cleaners, florists, galleries (art/book store), family-oriented entertainment, and lesson space (sports/dance/music).
- Technology-based manufacturing—producing high-value products and/or using hi-tech processes.
- Information technology businesses.
- Research, corporate, or business offices.



line retailing and “big box” stores nearby.

- Exploring a food preparation and delivery niche to serve a “locavore” market. Ideas may include development of a shared commercial kitchen, pop-up restaurants, food carts, and expansion of and connection to community garden.
- Advancing entrepreneurship and new business start-ups and acceleration, including among older residents (see also related initiative in Culture and Community Character chapter).
- Improving the functionality of the Village’s website, to provide information online that existing and potential local businesses are likely to be seeking.
- Embracing a “Shop McFarland First” movement, and continue to develop the Village as a live-work-shop community.
- Reviewing and simplifying processes that can hinder business development, possibly including streamlining certain approvals or creating a development checklist or guidebook that would also help set reasonable expectations.

There are many different business retention and expansion models to consider. Regardless of model, as part of its business retention and expansion program, the Village intends to establish and maintain contact with existing local businesses in a format and frequency desired by each local business. This may include regular contact and assistance for one business, and simply staying out of the way for another. The Village intends to stay in front of existing businesses with value-added propositions to show its commitment to their success, and subsequently use those relationships to aid in attracting new businesses.

DRAFT



## CHAPTER 6—HOUSING AND NEIGHBORHOODS

**Goal:** Promote quality, affordable housing for families and older residents within neighborhoods and mixed use settings that are organized around safety, conservation, and recreation and connected to the broader community.



### Objectives

1. Expand the range of quality and affordable housing choices for empty nesters, seniors, and the McFarland workforce, while remaining a family-oriented community.
2. Design and support neighborhoods that are welcoming, attractive, safe, and pedestrian oriented.
3. Connect homes, neighborhoods, and their occupants to each other, recreation, shopping, services, and the community.

### Initiatives

(see full chapter to read more)

1. **Implement a Resident Retention and Attraction Strategy.** A Knight Foundation study identifies three qualities of successful communities: social offerings, openness, and aesthetics. The Village intends to implement these findings and undertake other efforts to retain and attract residents.
2. **Encourage Neighborhood Development on the Village's East Side.** Lands at and beyond the Village's eastern edge provide the greatest opportunity for significant new housing development. Such development will contribute to continued community health, provide recreational amenities for the entire community, and preserve topographic and natural areas through conservation neighborhood design.
3. **Invest in and Maintain Existing Village Neighborhoods.** The Village intends to make neighborhood infrastructure and recreational investments, support housing upgrades, promote infill development where appropriate, and enforce property maintenance and other codes.



## Chapter Purpose

The Village is home to over 3,100 households, with about 70% living in single-family homes in neighborhoods of various ages and characters. The State of Wisconsin projects 35% growth in the number of Village households between 2010 and 2040. This chapter describes how McFarland will accommodate new housing and neighborhoods, while maintaining existing homes and neighborhoods.

## Housing and Neighborhoods Policies

1. Encourage a supply of vacant lots, homes for sale, and developable land for housing to maintain a vibrant housing market and enhance affordability.
2. Guide new Village housing to planned neighborhoods and mixed use areas with convenient access to commercial and recreational facilities, transportation, schools, shopping, services, and jobs.
3. Integrate two and multiple family developments into the fabric of neighborhoods and the community, rather than isolating and concentrating them.
4. Allow higher-end multiple family housing for McFarland's workforce and elderly, including owner-occupied options at lower price points than possible for single family housing.
5. Promote affordable housing through allowing smaller lot sizes and higher suburban densities, revisiting certain public improvement requirements (e.g., street widths), appropriately planned and located multiple family housing, incentives where practical, and continued participation in County and State housing programs.
6. Direct eligible persons to Village, County, State, federal, and non-profit housing programs to promote and preserve decent, affordable housing for persons of different incomes, the elderly, and people with special housing needs.
7. Engage in and support efforts to maintain and rehabilitate the Village's existing housing stock and older neighborhoods.



## Housing and Neighborhoods Initiatives

### 1. Implement a Resident Retention and Attraction Strategy

Resident retention and attraction is essential to community growth, health, and stability. McFarland aims to retain most residents through their lifecycle changes, with a particular focus on Baby Boomers (born between the mid-1940s and mid-1960s) and Millennials (born between the 1980s and early 2000s). The Village will also work to attract new residents. In addition to the general policies included on the previous page, this initiative may include the following efforts:

- **Increase resident connection:** A study conducted by Gallup of the 26 John S. and James L. Knight Foundation communities across the nation focused on the emotional side of the connection between residents and their communities, asking these questions: What makes a community a desirable place to live? What draws people to stake their future in it? What will encourage our youth to stay, or at least return with their families later? The three-year study found that social offerings, openness, and aesthetics are what attach people to place. Further, places with the highest levels of resident attachment also had the highest rate of economic growth—showing how interconnected resident satisfaction is to community prosperity. Through the various policies and initiatives in this volume of the Comprehensive Plan, the Village will advance these three key qualities to retain existing residents and attract new ones.



This historic former home in downtown McFarland has been renovated into a café—an aesthetically pleasing social offering with distinct character and place value.

- **Support housing and services for older residents:** The Village will also encourage older residents to stay in McFarland. Depending on the situation, this may involve upgrading existing homes, with in-home services where necessary, or moving to other housing in the community. This suggests more senior-oriented housing in the community, which may include senior-restricted condominiums, independent living apartments, assisted living apartments, memory care facilities, and community based living arrangements. Such local moves will retain these valuable residents, while also making the existing housing stock available for new families. This concept relates to a broader initiative to enable McFarland's growing senior population to age and prosper within the community, described in Chapter 3—Culture and Community Character.

- **Position McFarland for the Millennial Generation:** The Millennial generation—often the children or grandchildren of Baby Boomers—is another important group to retain and attract to McFarland. Millennials are now setting down their career and family roots, making housing decisions and selecting in which community they wish to reside in the long-term. In 2016, the National Association of Realtors reported that “for the third straight year, the largest group of recent buyers were Millennials, who composed 35 percent of all buyers (32 percent in 2014), more than the combined amount of younger and older boomers.” Millennials “will come and stay [in a community] if they feel connected, digitally and socially; if they can find or make their own opportunities; and if they are encouraged to participate in creating or fostering a sense of place,” writes Tom Still of the Wisconsin State Journal.

### Housing as a Revenue Builder

Communities may pursue alternative approaches to increase net property tax revenue. One approach includes increasing the number of households (and housing types) that place few demands on public services. This includes housing that is both compact in form and caters to relatively affluent, childless households such as empty nesters, retirees, and young professionals. Such a strategy can help broaden the tax base without the higher service needs that usually accompanies single family housing on larger lots.

By incorporating multiple family and retirement housing into a compact mixed use development, the need for auto trips and parking is reduced and a built-in market to help assure the success of the businesses is created. This type of development strategy could help both the Village's tax picture and revitalize its downtown and other mixed use areas.





## 2. Encourage Neighborhood Development on the Village's East Side

The Village's broad strategy for eastern expansion is explained in Chapter 4—Land Use. As represented on Map 6 and in the 2008 East Side Neighborhood Growth Area Plan, the Village plans the vast majority of these lands for neighborhood (i.e.,

predominately housing) development. The Village intends to

undertake several efforts to encourage housing and compatible

neighborhood development in the Village's east side growth area,

which may include the following:

- **Increase supply of appealing and functional neighborhoods:**

The Village will continue to work with current and

prospective residential developers to increase the number

of available lots and new houses. The Village also

encourages the design new neighborhoods to encourage

resident interaction and create a sense of place. Design

techniques include an interconnected street and sidewalk

network; accessible and visible parks, trails, and other

gathering places; houses oriented to the street and not

dominated by garages; modest street pavement widths

and street trees; and stormwater management systems

integrated into the neighborhood design concept.

- **Promote conservation neighborhood design:** Conservation

neighborhood design techniques are most appropriate for

McFarland's east side given the varying topography,

significant drainageways, large areas of wetlands and

hydric soils, and presence of some challenging adjacent



uses (e.g., rod and gun club). Broadly speaking, in a suburban setting, conservation neighborhood design suggests smaller lots clustered in developable areas, in exchange for larger common open space areas (or “environmental corridors”) on more marginal lands. These larger corridors should generally be open to public view and access. Street patterns are typically undulating to reflect the topography and negotiate around the corridors. The Village will work with developers to provide interconnected elements of the emerging environmental corridor and trail network as adjacent land develops.

- **Promote a sustainable housing mix:** The Village will pursue a future housing mix in the east neighborhood growth area that generally reflects the Village’s historic housing mix and supports McFarland as a predominantly single-family community, while recognizing changes in the housing and land use market. Specifically, the Village intends to ensure that future single family housing comprises at least 65% of the new units in the planned “Neighborhood” area on Map 6. This does not include areas specifically mapped “Multiple Family Residential,” “Mixed Use/Flex Commercial,” or otherwise on Map 6. The sidebar provides the Village rationale for this policy.
- **Site and acquire a community park:** The Village will continue to advance the siting of a larger (20+ acre) community park

**Why manage the mix of new housing?  
Why 65%?**

- Maintains the current character of McFarland. The Village’s 2014 housing mix was 69% single family, per the American Community Survey.
- Maintains consistency with nearby communities, such as Verona (62% single family in 2014) and Cottage Grove (69% single family). Given its larger multiple family areas on its north side, Fitchburg is 43% single family.
- Responds to market and demographic changes. McFarland’s population is aging, household size is shrinking, and younger generations are less interested in living in single family homes.
- Provides workforce housing, on the premise that people who work in McFarland should be able to afford to live in McFarland.
- Provides lifecycle housing, increasing resident retention and return.



servicing the needs of surrounding neighborhoods and the broader McFarland community. The two primary functions of that park will be to provide for larger-scale field sports open to the public and to host community events. A handful of alternative sites have been identified—these are represented on Map 9. A couple of the alternatives depend on road and utility extension. One promising alternative is adjacent to Dane County's Lower Mud Lake Natural Area, southwest of the intersection of Elvehjem Road and Highway AB. This alternative may include collaborative acquisition and co-development between the Village and County. Regardless of location, the Village intends to remain in communication with other entities pursuing recreational improvements in the area. This includes the McFarland School District (see below). Further, at time of writing, the City of Madison and Ho-Chunk Nation were actively exploring development of an indoor/outdoor recreation complex geared to major sporting events and tournaments.

- **Collaborate with the School District:** The District's vacant 20-acre site at the southeast corner of Brodhead Street and Holscher Road may become home to relocated school athletic fields under the District's successful November 2016 referendum. The Village would like to work with the District on this proposal, and other potential uses for other parts of this site, if not fully occupied by field uses or by a future school. Parts or all of this site may, alternatively, be appropriate for a mix of residential land uses, as indicated on Map 6 and in the 2008 East Side Neighborhood Growth Area Plan.

- **Reserve lands for commercial and mixed use development:** The Village supports neighborhood-scale mixed commercial/residential development in two nodes in its east side growth area. These areas are depicted as future "Mixed Use/Flex Commercial" areas on Map 6. One planned area is near the intersection of Highways AB and MN, and the second is along Siggelkow Road near its intersection with a planned northern extension of the Highway AB roadway. It will likely be several years until any type of non-residential development market emerges in either area. Patience will be required.

- **Manage land use issues associated with Rod and Gun Club:** The Hope Rod and Gun Club is a valuable resource for the McFarland area. Unfortunately, it is in a general area that is planned for residential development and difficult to envision for non-residential uses. The Village will work with the Rod and Gun Club on relocation to a site that is more



likely to remain rural for years to come, such as east of the Interstate or south of Lower Mud Lake, if the Club is willing. With any such relocation, the site may be appropriate for neighborhood development, following an assessment of soils for potential contamination. If the Club instead elects to remain, adjacent sites should be similarly evaluated before development. Buffers via distance, tree preservation, and berming may be required. As suggested in Map 9 and the East Side Neighborhood Growth Area Plan, park uses may be appropriate on adjacent lands. In the alternative or in addition, larger (fewer) home sites may be an acceptable nearby use.

### **3. Invest in and Maintain Existing Village Neighborhoods**

The existing housing stock and neighborhoods are important components of the affordable housing supply and quality living environments, if well maintained. The Village intends to invest in its existing neighborhoods, with reference to the unique character and needs of each neighborhood. The purpose is to maintain and where necessary enhance quality of life, identity, and property value. The components of such a neighborhood investment strategy may include:

- **Public infrastructure improvements:** This may include a neighborhood entrance sign, roadway, sidewalk, trail, stormwater management, and landscape improvements—depending on the neighborhood. As suggested in the Community Facilities and Utilities chapter, the Village endeavors to modernize its parks, retooling buildings and equipment to meet the evolving needs of the surrounding neighborhood.
- **Catalytic projects:** This might involve improving a neighborhood park, addressing a particularly troublesome house or two, or supporting an energizing infill development or redevelopment project. The Land Use chapter and its Figure 4-2 provide infill and redevelopment guidance. As a key area of a neighborhood improves, the benefits can reverberate through the entire neighborhood.
- **Housing maintenance assistance:** This includes reinvestment in existing duplexes and multiple-family buildings, and accessibility improvements for homes of older residents. McFarland can connect with other entities and programs for weatherization and home rehabilitation assistance.

- **Code enforcement:** Resources permitting, the Village may engage in proactive code enforcement coupled with professional building, housing, zoning, and property maintenance code enforcement under a policy of active monitoring, in addition to responding to complaints.
- **Zoning district fit:** The Village will review its setback and other standards in zoning districts in older sections to assure they do not unnecessarily stymie home improvements.



Well maintained multiple family residential properties contribute to an attractive streetscape and neighborhood.

DRAFT



#7

**Pauline Boness**

**From:** Lawrence E. Bechler <LBechler@murphydesmond.com>  
**Sent:** Wednesday, November 16, 2016 1:50 PM  
**To:** Pauline Boness  
**Cc:** Matt Schuenke  
**Subject:** FW: Preston Place

**Importance:** High

For once! It's nice not to have ten rounds of fierce negotiations about the terms of documents.  
I'm OK with Attorney Wautier's idea; how do you feel about it?

**Lawrence E. Bechler**  
**MURPHY DESMOND S.C.**  
(608) 268-5601 P | (608) 257-4333 F  
33 East Main Street, Suite 500 | Madison, WI 53703  
[website](#) | [map](#) | [email](#)



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**From:** Nathan J. Wautier [<mailto:nwautier@reinhartlaw.com>]  
**Sent:** Wednesday, November 16, 2016 1:21 PM  
**To:** Lawrence E. Bechler  
**Cc:** Brian Spanos ([brian@thespanoscompany.com](mailto:brian@thespanoscompany.com)); Brett Riemen ([boardingbrett@gmail.com](mailto:boardingbrett@gmail.com))  
**Subject:** RE: Preston Place  
**Importance:** High

Larry,

We are in agreement with each of your comments below. Construction plans have not been delivered but they can be dropped off today and the execution of the development agreement conditioned on them being approved. A letter of credit was delivered to the Village yesterday.

Due to timing, may I suggest including this email as part of the council packet and the below items as conditions/modifications that must be incorporated into the agreements in form acceptable to Village staff and Village counsel?

Nathan

**Nathan J. Wautier**  
Reinhart Boerner Van Deuren s.c.  
Office: 608-229-2249

**From:** Lawrence E. Bechler [<mailto:LBechler@murphydesmond.com>]  
**Sent:** Wednesday, November 16, 2016 11:48 AM  
**To:** Nathan J. Wautier  
**Cc:** Pauline Boness; Matt Schuenke; Allan Coville  
**Subject:** Preston Place

*From Bechler*  
\* As promised, here are my comments:

1. Water Main Easement must be substantially revised to remove any duty by McFarland to build the facility. Obviously, we agree to maintain.
2. As to sewer, I assume it's not coming in via the same trench. If it is, nonetheless, crossing village property, we need to grant that easement, as well as permission to your folks to maintain and restore in the usual way. This is moot if it's not crossing Village-owned property.
3. Access Easement – strike the separate AGREEMENT on the bottom of page 1. This is obviously drawn from a different model, and it would be great if the form language was the same as for the Water Easement.
4. We lack legal descriptions for any of the easements, or the amount or the fees in lieu.
5. Approval of the development agreement is stated to include approval of the construction plans. Have they been submitted and approve by the Village?
6. Because of all the "entire agreement" language, I'm concerned that there is no reflection of the impact fees that will be owed. Please add some language that impact fees are not subject to this.
7. We haven't routinely accepted assignment of the contractor's performance bond, since we don't know if it covers the full scope of the duties your client has to the City. Your client has the choice of cash, letter of credit or surety, but not to substitute a different bond with different obligations.
8. The Guaranty needs some massaging, I think. I would prefer it to run from the time of acceptance of the public improvements – which may through punch list stuff extend past final payment.
9. The language of section 3 is limited to sewer and water. Since those are private, they aren't needed here, but the storm water basin is. Probably a lower amount, to your client's advantage.

Thanks.

**Lawrence E. Bechler**  
**MURPHY DESMOND S.C.**  
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 33 East Main Street, Suite 500 | Madison, WI 53703  
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VILLAGE OF MCFARLAND

Draft #2

DEVELOPMENT AGREEMENT FOR 5401 PAULSON ROAD  
—IN THE VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN

This Development Agreement for 5401 Paulson Road in the Village of McFarland, Dane County, Wisconsin (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 (the "Effective Date"), by and between the Village of McFarland, a Wisconsin Municipal Corporation ("Village"), and Preston Place Properties LLC, a Wisconsin Limited Liability Company ("Developer").

PREAMBLE

WHEREAS, Developer is the fee simple owner of the following real estate (~~"Property"~~): 5401 Paulson Road in the Village of McFarland, Dane County, Wisconsin; (~~the "Property"~~);

WHEREAS, Developer desires to develop the Property as a residential duplex rental community (the "Development");

WHEREAS, Developer agrees to develop the Property, including the installation of municipal infrastructure as set forth herein, in accordance with this ~~agreement~~ Agreement and any applicable regulations of any government entity with jurisdiction and all of the ordinance, rules and regulations of the Village;

WHEREAS, it is the intention of the parties that this Agreement specifically approves the terms and conditions governing the development of the Property, including the installation of municipal infrastructure as set forth herein by ~~the~~ Developer to serve the Property;

WHEREAS, it is further the intention of the parties that the installation of the municipal infrastructure as set forth herein shall be done in two phases and shall comply with the approved engineering plans prepared and submitted by Professional Engineering, LLC which shall be incorporated into this Agreement as if fully set forth herein, and commencement of the installation of municipal infrastructure as set forth herein shall commence only after notification to the Village and approval of all the applicable conditions of the Agreement;

WHEREAS, the final approval of the plan for the Property is contingent upon the execution of this Agreement, and submittal of all documents required by this Agreement;

WHEREAS, this Agreement contains the following exhibits provided for under the Agreement, all of which are incorporated herein as fully set forth:

EXHIBIT A – Legal Description

EXHIBIT B – Site plan, private street, public sidewalks, grading, erosion control, storm water management, public utility, and time of completion plans.

EXHIBIT C – Landscaping plan

EXHIBIT D – Declaration of conditions, covenant and restrictions for the maintenance of the storm water management measures.

NOW, THEREFORE, in accordance with granting of approval for the development of the Property, ~~the~~ Developer agrees to develop the Property, including the installation of municipal infrastructure to serve the property as set forth herein, in accordance with the terms and conditions of this Agreement and any applicable regulations of any governmental entity with jurisdiction and all of the ordinances, rules and regulations of the Village.

Section 1. Improvements. ~~The~~ Developer shall comply fully with any and all provisions of the Village Ordinances whether or not specifically addressed in this Agreement. ~~The~~ Developer and the Village hereby agree as follows:

A. Private Streets, Storm Sewer, Sidewalks

i. ~~1.The~~ Developer shall install private streets in accordance with Exhibit B.

ii. ~~2.~~Construction plans have ~~;~~ been presented to and approved by the Village.

B. Street Lights and Street Signs.

i. ~~The~~ Developer shall install street signs within the Property according to existing Village plans and specifications. ~~1. — The~~

ii. Developer shall use coach lights, activated by a photo cell, attached to each garage as the street lighting system for the Property.

C. Grading and Erosion Control Plans/Stormwater Management Plan

i. ~~1.The~~ Developer shall grade, construct, install, furnish and provide adequate facilities for storm and surface water drainage throughout the entire Property in accordance with Exhibit B as submitted to and approved by the Village.

ii. ~~2.The~~ Developer shall construct, install, furnish and provide adequate facilities for erosion and sedimentation control throughout the entire Property in accordance with Exhibit B as submitted to and approved by the Village.

iii. ~~3.The~~ Developer shall construct, install, furnish and provide storm water management in conformity with the Stormwater Management Plan, attached as Exhibit B. At ~~the time of~~ or prior to the execution of this ~~Development~~ Agreement, ~~the~~ Developer shall execute and record in the office of the Dane County Register of ~~Deed-Deeds~~ the ~~attached~~ Declaration of Conditions, Covenants and Restrictions for the Maintenance of Stormwater Management Measures, attached hereto as Exhibit D.

D. Sanitary Sewer Plans and Specifications

i. ~~1.The~~ Developer shall provide utility easements, construct, install and furnish a complete sewerage system, including public mains to serve the Property, in accordance with Exhibit B as submitted to and approved by the Village and the State of

Wisconsin Department of Natural Resources.

ii. ~~2.~~—The cost of construction of the public sewerage system shall be paid by ~~the~~ Developer.

E. Sanitary Sewer Area Charge~~1.~~ ~~The~~ Developer will pay the area sewer assessment as determined by the Madison Metropolitan Sewerage District.

F. Water Main Plans and Specifications

i. ~~1.~~ ~~The~~ Developer shall provide utility easements, construct, install and furnish a complete water distribution system, including public mains to service the Property, in accordance with Exhibit B as submitted to and approved by the Village and the State of Wisconsin Department of Natural Resources.

ii. ~~2.~~—The cost of construction of the public water system shall be paid by ~~the~~ Developer.

G. Street Trees and Landscaping

i. ~~1.~~—Streets are being provided by the Village as part of the Development. The installation and financial cost associated with the installation of the street trees in the Development shall be the responsibility of Developer, as set forth in this  
~~— financial cost associated with the installation of the street trees in the —~~  
~~— responsibility of the Developer, as set forth in the Development Agreement.~~

ii. ~~2.~~ ~~The~~ Developer shall preserve existing trees, shrubbery, vines and grasses not actually lying in public roadways, drainage ways, building foundation sites, private driveways, soil absorption, waste disposal areas, paths and trails, by use of sound conservation practices.

iii. ~~3.~~ ~~The~~ Developer shall remove and lawfully dispose of all destroyed trees, brush, tree shrubs and other natural growth and all rubbish.

H. Inspections and Acceptance of Work

i. ~~1.~~ The Village or its designee shall be present during the performance of all public improvements acceptance tests required. The Village or its designee shall conduct a final inspection of all public improvements as being in compliance with the standards and specifications of the Village whereupon the Village shall accept the public improvements for maintenance.

ii. ~~2.~~ The Village shall provide timely written notice to ~~the~~ Developer ~~whenever if any~~ inspection reveals that a public improvement does not conform to the Village's adopted standards and specifications or is otherwise defective. ~~The~~

Developer shall have 30 days from the issuance of such notice to correct or substantially correct the defect. The Village shall not declare a default under this Agreement during the 30 days on account of such defects unless the Village determines that immediate action is required in order to remedy a situation which poses ~~and an~~ immediate health, public interest or safety threat. ~~The Developer shall have no obligation to correct defects in or failure of any public improvement found to exist or occurring after the guaranty period expires~~ public improvement found to exist or occurring after expiration of the Guarantee Period (defined below).

I. Time of Completion. All public improvements will be completed in accordance with the timeline set forth in Exhibit B.

~~Section 2. Reimbursement of Engineering, Inspections, Administrative, and Misc. Costs.~~

A. ~~1.~~ The Village shall provide ~~the~~ Developer with a monthly accounting of all costs incurred as a result of this ~~section~~ Section 2.

B. ~~2.~~ The Developer shall pay all reasonable outstanding engineering, inspection, legal and administrative fees of the Village related to the Property prior to the Village approving this ~~Development~~ Agreement.

C. ~~3.~~ The Developer shall pay all ~~Village~~ reasonable engineering, inspection, legal and ~~Administrative expenses~~ administrative fees of the Village related to the Property incurred after the Village approves this ~~Development~~ Agreement and through the end of all construction of public improvements on or to the Property.

Section 3. Sanitary Sewer and Water Guarantee. ~~The~~ Developer shall guarantee the public improvements described in this Agreement against defects due to faulty materials or workmanship which appear within a period of one (1) year from the date of ~~acceptance~~ Acceptance by the Village as herein provided (the "Guarantee Period"), and shall pay for any damages resulting therefrom to Village property. "Acceptance is" shall be deemed to occur at the time the final payment to the appropriate contractor is timely approved by the Village.

Section 4. Method of Improvement. ~~The~~ Developer hereby agrees to engage contractors for all work covered by this Agreement who are qualified to perform the work and who shall be listed as qualified for such work by the Village, or by one of its commissions in the event the Village or Commission has published lists prior to ~~this date~~ the Effective Date. ~~The~~ Developer further agrees to use materials and make the various installations in accordance with the approved plans and specifications made a part of this Agreement by reference, and including those standard specifications as the Village or its commissions may have adopted and published prior to ~~this date~~ the Effective Date.

Section 5. As-Built Drawings. ~~The~~ Developer shall provide the Village with as-built drawings for the public improvements in an auto-cad readable format. These drawings shall

include the horizontal alignment, vertical alignment, and sizes of all public sewer and water mains. The as-built invert elevations and pipe slopes of all sewer pipe shall be shown. The location of sewer wyes and curb stops shall be indicated in relation to adjacent manholes and valves, all in accordance with Village standards.

Section 6. Payment of Park Fee in Lieu of Land Dedication. ~~The~~ Developer shall pay the Village Park Fee in Lieu of Land Dedication in the amount of \$                      prior to the execution of this ~~Development~~ Agreement.

Section 7. Responsibility of Village.

A. The Village will perform no repair, maintenance, or snow plowing of the private internal streets within the Development.

B. The Village shall accept the completed public improvements upon satisfactory acceptance testing.

C. In the event the private internal streets of the Development are disturbed as part of the required maintenance of the public utilities, the street surface shall be restored in-kind by the Village to the original standards set forth in ~~the Development~~ this Agreement.

Section 98. Inspection. The Village shall inspect the status of the work in progress to determine if the work is progressing in a workmanlike manner and accepted by Village standards.

Section 109. Surety.

A. ~~The~~ Developer agrees to furnish the Village, on or before the ~~effective date of this agreement~~ Effective Date, with surety in the form of an irrevocable letter of credit or contractor's performance bond, or other such ~~forms~~ form as deemed acceptable by the Village in the amount of \$ 11,000,000 to secure performance of the installation of the public improvements in accordance with the Village's Subdivision Ordinance.

The letter of credit or other approved form of security shall be payable to the Village at any time upon presentation of: i) a sight draft drawn on the issuing bank in the amount to which the Village is entitled to draw pursuant to the terms of this Agreement; ii) an affidavit executed by an authorized Village official stating that ~~the~~ Developer is in default under this Agreement; or iii) the original letter of credit.

~~In the event the private internal streets are disturbed as part of the required maintenance of the public utilities, surface shall be restored in-kind by the Village to the original standards set forth in the Development Agreement.~~

B. As work progresses on installation of improvements constructed as part of this Agreement, the Village Engineer, upon written request from ~~the~~ Developer from time to time, is authorized to recommend a reduction in the amount of surety as hereafter provided. When portions of the construction (e.g., water, sanitary sewer) are completed by ~~the~~ Developer and determined acceptable of the Village Engineer, the Village President is

authorized, upon submission of lien waivers by ~~the~~ Developer's contractors, to reduce the amount of surety. At no time during the construction shall the surety be reduced to less than fifteen percent (15%) of the original amount, plus any amount determined sufficient by the Village to cover all costs of any remaining construction.

C. Upon Written request by ~~the~~ Developer and determination by the Village that ~~the~~ Developer has reached substantial completion of public improvements, the Village, at its discretion, may allow the Letter of Credit to be reduced to no less than fifteen percent (15%) of the original amount, which shall be held for a period of 12 months from the date of ~~acceptance~~ Acceptance.

D. A similar surety shall be provided by ~~the~~ Developer for each subsequent phase of the ~~development~~ Development.

Section ~~11~~10. Miscellaneous-

A. Successors. The terms and conditions of ~~the~~ this Agreement shall run with the land and be binding upon the parties, their heirs, successors and assigns.

B. Recorded Memorandum. An affidavit/memorandum shall be recorded by ~~the~~ Developer within 30 ~~working~~ business days in the office of the Register of Deeds of Dane County, State of Wisconsin for the ~~Sole~~ sole purpose of providing notice of the existence and general terms of ~~said~~ this Agreement. ~~The~~ Developer shall provide ~~to~~ the Village with the recording information pertaining to such affidavit or memorandum.

C. The Indemnification. Developer will defend, indemnify, and hold the Village and its officials, agents and employees, harmless for all losses, claims, liabilities, expenses and costs arising from damages to the Property or injuries to the person occurring in connection with the making of the improvements under this contract, except for damages or injuries caused by the willful misconduct of the Village and its officials, agents or employees.

D. Notices. All notices and demands by either party to the other shall be given in writing and personally delivered or sent by United States certified mail, postage prepaid, and addressed:

To Developer: \_\_\_\_\_ Preston Place Properties LLC  
\_\_\_\_\_ Attn: Brett Riemen  
\_\_\_\_\_ 2763 Tower Road  
\_\_\_\_\_ McFarland, WI 53558

with a copy to: \_\_\_\_\_ Nathan J. Wautier  
\_\_\_\_\_ Reinhart Boerner Van Deuren s.c.  
\_\_\_\_\_ 22 E. Mifflin St., Ste. 600  
\_\_\_\_\_ Madison, WI 53703

To the Village: \_\_\_\_\_ Village of McFarland

Attn:  
5915 Milwaukee St.  
P.O. Box. 110  
McFarland, WI 53558

Either party may, upon prior notice to the other, specify a different address for the giving of notice. Notices shall be deemed given upon receipt or refusal to accept delivery.

E. Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, Developer shall not be considered in breach or default of its obligations under this Agreement in the event that a delay in the performance of such obligations is due to causes which were beyond its reasonable control, such as adverse weather conditions, strikes, acts of God, acts of a public enemy, acts or the failure to timely act of any governmental authorities (including the Village), fire, flood, epidemics, strikes, embargoes, shortages of material from all reasonable sources, lack of timely performance by public utilities ("Force Majeure Delay"). In the event of a Force Majeure Delay, the time for performance of the affected obligation shall be extended for the period of the Force Majeure Delay.

F. Entire Agreement and Amendments. This Agreement contains all the covenants and agreements between the Village and Developer relating in any manner to development of the Property and other matters set forth in this Agreement. There are no restrictions, promises, warranties, covenants or understandings other than those expressly set forth in this Agreement. No prior oral agreements or understandings pertaining thereto shall be valid or of any force or effect, and the covenants and agreements of this Agreement shall not be altered, modified or amended except in writing signed by the Village and Developer.

[signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of \_\_\_\_\_  
\_\_\_\_\_, 2016.

**PRESTON PLACE PROPERTIES LLC**

\_\_\_\_\_  
Brett Riemen

\_\_\_\_\_  
Brian Spanos

STATE OF WISCONSIN    )  
                                  ) ss:  
COUNTY OF DANE        )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016, the above-named Brett Riemen and Brian Spanos, to me known to be the persons who executed the foregoing and acknowledge the same.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission: \_\_\_\_\_

*[signatures and acknowledgements continue on next page]*

VILLAGE OF MCFARLAND,  
WISCONSIN

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF WISCONSIN )  
\_\_\_\_\_) ss:  
COUNTY OF DANE )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, the above-named \_\_\_\_\_ and \_\_\_\_\_, to me known to be the persons who executed the foregoing and acknowledge the same.

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

**EXHIBIT A**  
**Legal Description**

**EXHIBIT B**

**Site plan, private street, public sidewalks, grading, erosion control, storm water management, public utility, and time of completion plans**

**EXHIBIT C**  
**Landscaping Plan**

**EXHIBIT D**

**Declaration of conditions, covenant and restrictions for the maintenance of  
the storm water management measures**

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	10/28/2016 12:05:54 PM
Comparison Time	0.85 seconds
compareDocs version	v4.1.500.10

Sources	
Original Document	[#35059916] [v1] Paulson Road Development Agreement.docx
Modified Document	[#35059916] [v3] Paulson Road Development Agreement.docx

Comparison Statistics	
Insertions	50
Deletions	63
Changes	42
Moves	0
TOTAL CHANGES	155

Word Rendering Set Markup Options	
Name	Standard
<u>Insertions</u>	
<del>Deletions</del>	
<u>Moves</u> / <del>Moves</del>	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	False
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True

	<b>ACCESS EASEMENT AGREEMENT</b>
Document Number	Document Title

*Nathan J. Wautier  
11/7/16*

RECEIVED  
NOV 08 2016  
VILLAGE OF MCFARLAND

This Access Easement Agreement (this "Agreement") is made and entered into as of \_\_\_\_\_, 2016, by and between the VILLAGE OF MCFARLAND, a Wisconsin municipal corporation (the "Village"), and PRESTON PLACE PROPERTIES LLC, a Wisconsin limited liability company ("PPP").

**RECITALS:**

The Village and PPP acknowledge the following:

A. The Village owns that certain real property located in the Village of McFarland, Dane County, Wisconsin, as described on the attached **Exhibit A** and referred to on such exhibit and herein as the "Village Parcel."

B. PPP owns that certain real property located in the Village of McFarland, Dane County, Wisconsin, as described on the attached **Exhibit A** and referred to on such exhibit and herein as the "PPP Parcel."

C. Pursuant to the terms and conditions contained in this Agreement, the Village desires to grant to PPP and PPP desires to accept from the Village a perpetual, non-exclusive easement for ingress, egress, and access over and across that certain portion of the Village Parcel legally described and depicted on the attached **Exhibit C** (the "Easement Area").

Drafted by and Return to:  
Nathan J. Wautier  
Reinhart Boerner Van Deuren sc  
22 E. Mifflin St., Ste. 600  
Madison, WI 53703

Parcel Identification Numbers

**AGREEMENT:**

NOW, THEREFORE, in consideration of the Recitals, the mutual agreements that follow, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, PPP and the Village hereby agree as follows:

1. Grant and Use of Easement Area. The Village hereby declares, grants, and conveys to PPP, its successors, assigns, contractors, subcontractors, tenants, customers, employees, agents, and invitees, and PPP hereby accepts from the Village, a non-exclusive, perpetual easement, license, right, and privilege for the use of the Easement Area for vehicular and pedestrian ingress and egress over, upon, and across the Easement Area to obtain access to and from the PPP Parcel and Paulson Road, as well as for the purpose of installing, maintaining, repairing and/or replacing improvements within the Easement Area for the benefit of PPP and the PPP Parcel and all present and future

owners thereof and their occupants, agents, contractors, subcontractors, tenants, employees, guests, licensees, and invitees (collectively, "Users").

2. Construction. PPP, at its cost, shall cause the Easement Area to be improved in a good and workmanlike manner with a roadway and affiliated improvements that are reasonably necessary in order to utilize the Easement Area for the purposes described herein. PPP acknowledges that the Village may, from time to time, at the Village's sole cost and expense, improve or otherwise modify the Easement Area provided, however, that the Village shall maintain reasonable access to the PPP Parcel and shall not relocate the access point into the PPP Parcel from the Easement Area.

3. Maintenance. The owner of the PPP Parcel shall be responsible for maintaining, repairing, and replacing the improvements within the Easement Area, including, without limitation, contracting for the removal of snow and ice, delineating drive aisles, and otherwise keeping the Easement Area in a clean and attractive condition, free of accumulated paper, debris, and other refuse (collectively, "Maintenance"). Notwithstanding the foregoing, if any damage to the Easement Area is caused by the Village or its invitees, the cost of the repair shall be paid for by the Village.

4. Modification/Obstruction. No party shall do anything or permit or suffer anything to be done, to interfere with the other's use of the Easement Area. No curbs, barriers, fences, dividers, or other obstructions shall be constructed on or across either the Easement Area to (i) prevent, prohibit, or discourage vehicular and pedestrian passage, ingress, and egress, or (ii) limit the size of the Easement Area. All construction work and maintenance shall be done in such a manner so as to reasonably limit interference with the use of the Easement Area. The foregoing does not apply to speed bumps, speed limit signs, and the like.

5. Construction Liens. Neither the owner of the Village Parcel nor the owner of the PPP Parcel shall create, incur, impose, permit, or suffer to exist any lien or other obligation against the other parcel by reason of any improvement or repair made within the Easement Area. At its expense, the lien-creating parcel owner shall cause to be discharged, within thirty (30) days of the filing thereof, any construction lien claim filed against the other parcel for work claimed to have been done for, or materials claimed to have been furnished to or on behalf of the lien-creating parcel owner; provided, however, that in the event of a good faith dispute by the lien-creating parcel owner, the lien-creating parcel owner shall have the right, in lieu of discharging said lien, to furnish a bond indemnifying the other parcel owner against loss by reason of such lien.

6. Insurance. Each party shall keep and maintain during the term of this Agreement, policies of comprehensive general liability insurance with respect to the Easement Area located on its property together with the driveways, exits, and entrances, in an amount not less than One Million Dollars (\$1,000,000.00) single limit, which policy shall name the Village Parcel owner and the PPP Parcel owner as additional insureds, as applicable. Such insurance limits may be increased from time to time at the request of either party as is commercially reasonable for similar easements in Dane County, Wisconsin.

7. Indemnity. The owner of the Village Parcel and the owner of the PPP Parcel shall each indemnify, defend, and hold the other harmless from and against any and all costs, damages, expenses, liabilities, and losses, including, without limitation, reasonable attorneys' fees, incurred by such other party as a result of the use of the Easement Area by it, or its contractors, subcontractors, agents, tenants, occupants, employees, guests, licensees, and invitees.

8. Covenants Run with the Land. All of the terms and conditions contained in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by the Village and PPP and their respective successors and assigns as owners of the Village Parcel and the PPP Parcel. The specific parties named as the "Village" and "PPP" herein, and each of their respective successors and assigns as fee simple owners of the Village Parcel and the PPP Parcel respectively, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after such party has transferred its fee simple interest in the particular property.

9. Amendment. This Agreement sets forth the entire understanding of the parties and may not be modified, amended, or terminated except by the recording of a written instrument executed by or on behalf of the owners of the Village Parcel and the PPP Parcel, without the need for any other parties to join in, and duly recorded in the office of the Register of Deeds of Dane County, Wisconsin.

10. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Agreement.

11. Notices. All notices to any party under this Agreement shall be delivered in person, sent by recognized overnight courier, sent by certified mail, postage prepaid, return receipt requested, facsimile transmission, or electronic mail to the other party at the party's address, as listed below. If the other party's address is not known to the party desiring to send the notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Any party may change its address for notice by providing written notice to the other.

To the Village: Village Clerk  
Village of McFarland  
5915 Milwaukee Street  
McFarland, WI 53558  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

With a copy to: Lawrence E. Bechler  
Murphy Desmond S.C.  
33 E. Main St., Ste. 500  
Madison, WI 53703  
Fax: 608.257.2508  
Email: lbechler@murphydesmond.com

To PPP: 4192 Morris Park Road  
McFarland, WI 53558  
Attn: Brett Riemen  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

With a copy to: Reinhart Boerner Van Deuren, s.c.  
Attn: Nathan J. Wautier  
22 E. Mifflin St., Ste. 600  
Madison, WI 53703  
Fax: 608.229.2100  
Email: nwautier@reinhartlaw.com

12. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the terms or conditions to persons or circumstances other than those to which it has been held invalid or unenforceable, shall not be affected hereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

13. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver thereof. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms, covenants, or conditions of this Agreement.

14. Choice of Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

15. Enforcement and Attorneys' Fees. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any covenant herein, either to restrain or prevent such violation or to obtain any other relief. In the event a suit should be brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees from the non-prevailing party.

16. No Public Declaration. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purposes whatsoever.

17. No Merger. Grants of easements and obligations imposed hereunder shall continue to bind each of the individual parcels described on Exhibits A and B, notwithstanding that such parcels may be under common ownership, and no merger of the fee and easement rights shall in any way occur.

18. Captions. The titles and headings of the various paragraphs hereof are intended solely for means of reference and are not intended for any purpose whatsoever to modify, explain, or place any construction on any of the provisions of this Agreement.

19. Counterparts. This Agreement may be executed in multiple counterparts, but each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same agreement, binding all parties hereto, whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the VILLAGE OF MCFARLAND executes the foregoing Access Easement Agreement as of the date and year first above written.

VILLAGE OF MCFARLAND, a Wisconsin municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN    )  
  ) ss:  
COUNTY OF DANE        )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016, the above-named \_\_\_\_\_ and \_\_\_\_\_, to me known to be the persons who executed the foregoing and acknowledge the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

*[signatures and acknowledgements continue on next page]*

IN WITNESS WHEREOF, PRESTON PLACE PROPERTIES LLC executes the foregoing Access Easement Agreement as of the date and year first above written.

PRESTON PLACE PROPERTIES LLC

\_\_\_\_\_  
Brett Riemen, Member

\_\_\_\_\_  
Brian Spanos, Member

STATE OF WISCONSIN    )  
                                  ) ss:  
COUNTY OF DANE        )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016, the above-named Brett Riemen and Brian Spanos, as Members of Preston Place Properties LLC, to me known to be the persons who executed the foregoing and acknowledge the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

EXHIBIT A

Village Parcel

EXHIBIT B

PPP Parcel

PART OF THE SOUTHEAST 1/4 OF THE 14 OF THE SOUTHEAST 1/4, SECTION 34, TOWNSHIP 7 NORTH, RANGE 10 EAST, SECTION 34, TOWNSHIP 7 NORTH, RANGE 10 EAST, IN THE VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN. MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 34; THENCE N 01°55'49"W, ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 34 AND THE WEST LINE OF THE NINTH ADDITION TO AUTUMN GROVE, 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 01°55'49"W, ALONG SAID NORTH-SOUTH 1/4 LINE AND SAID WEST LINE, 476.91 FEET TO THE SE CORNER OF LOT 1, CSM NO. 1188; THENCE S 88°04'11"W, ALONG THE SOUTH LINE OF SAID LOT 1, 320.08 FEET TO THE SE R/W LINE OF PAULSON ROAD AND THE NE CORNER OF LOT 2, CSM NO. 1188; THENCE S 01°55'49"W, ALONG THE EAST LINE OF SAID LOT 2, 227.47 FEET TO THE NE R/W LINE OF PAULSON ROAD AND THE SE CORNER OF SAID LOT 2; THENCE S 41°24'38"E, ALONG SAID NE R/W LINE, 322.23 FEET TO ITS INTERSECTION WITH THE NORTH R/W LINE OF RIDGE ROAD; THENCE N 88°26'00"E, ALONG SAID NORTH R/W LINE, 115.20 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINS 126,978 SQ. FT. OR 2.92 ACRES.

EXHIBIT C

Description and Depiction of the Easement Area

*pub/12*

**WATER MAIN  
EASEMENT  
AGREEMENT**

RECEIVED

NOV 08 2016

Document Number

Document Title

*Mark  
Exhibits*

VILLAGE OF MCFARLAND

This Water Supply and Sanitation Easement Agreement (this "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between PRESTON PLACE PROPERTIES LLC, a Wisconsin limited liability company ("Grantor"), and the VILLAGE OF MCFARLAND, a Wisconsin municipal corporation ("Grantee").

**RECITALS:**

Grantor and Grantee acknowledge the following:

A. Grantor owns that certain real property located in the Village of McFarland, Dane County, Wisconsin, as described on the attached **Exhibit A** and referred to on such exhibit and herein as the "Grantor Property."

B. Grantee owns that certain real property located in the Village of McFarland, Dane County, Wisconsin, as described on the attached **Exhibit B** and referred to on such exhibit and herein as the "Grantee Property."

C. Grantor has agreed to grant to Grantee an easement for water main facilities, all subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby declares, grants and conveys to Grantee, its successors and assigns, and Grantee hereby accepts from Grantor, a perpetual, non-exclusive easement over that portion of the Grantor Property described on **Exhibit C** attached hereto (the "Easement Area") for the purpose of installation, operation, maintenance, repair, replacement and removal of an underground water main and related facilities (the "Facilities") within the Easement Area, together with the right to enter upon the Grantor Property, as may be reasonably necessary to carry out the purposes of this Agreement.

Drafted by and Return to:  
Nathan J. Wautier  
Reinhart Boerner Van Deuren sc  
22 E. Mifflin St., Ste. 600  
Madison, WI 53703

Parcel Identification Number

2. Maintenance, Repair and Replacement. Grantee shall, at Grantee's sole cost and expense, install the Facilities and be responsible for maintaining the Facilities in good condition and repair, and in compliance with all ordinances, regulations, and other laws and requirements imposed by any governmental authority having jurisdiction. In exercising its easement rights pursuant to this Agreement, Grantee agrees to give Grantor reasonable advance notice of any entrance onto the Grantor Property except in the event of an emergency. All maintenance shall be done in a manner so as to limit interference with the use of the Easement Area and the Grantor Property.

In the event that maintenance is required and cannot reasonably be delayed for the giving of a default notice, as provided below, Grantor may attempt to cure the emergency maintenance situation and shall be reimbursed by Grantee for one hundred ten percent (110%) of the reasonable, actual costs incurred in so doing, provided that Grantor shall make a reasonable effort to notify Grantee of the proposed work and to obtain their consent prior to the commencement of such maintenance work.

3. Restoration. After the performance of any maintenance, repair and/or replacement of the Facilities by Grantee, Grantee shall promptly restore the Easement Area to the condition in which it existed prior to such maintenance, repair and/or replacement. Notwithstanding the foregoing, the owner of the Grantor Property shall be responsible, at its sole cost, for any surface restoration necessary after the performance of any maintenance, repair and/or replacement of the Facilities, including restoration of paved and unpaved portions of the Easement Area.

4. Improvements. The parties agree that no structures (other than driveways, parking lots, sidewalks, utilities and landscaping improvements) will be erected in the Easement Area. Notwithstanding the foregoing sentence, the easement granted herein shall be non-exclusive and, to the extent necessary, Grantor or other parties taking through Grantor may repair, replace, enlarge, or install other utilities within the Easement Area, except that any such additional use of the Easement Area shall not in any way interfere with Grantee's ability to exercise its rights under this Agreement.

5. Liens and Encumbrances. Grantee shall not create, incur, impose, permit or suffer to exist any claim, lien or other encumbrance arising from any use, construction, maintenance, replacement or repair within the Easement Area to accrue against or attach to the Easement Area or the Grantor Property.

6. Insurance. Grantee shall keep and maintain during the term of this Agreement, a policy of comprehensive general liability insurance with respect to the Easement Area in an amount not less than One Million Dollars (\$1,000,000.00) single limit, which policy shall name Grantor as additional insured. Grantee shall provide copy of Grantee's insurance certificate evidencing such required insurance to Grantor upon request.

7. Indemnification. Grantee shall indemnify, protect, defend and hold Grantor and Grantor's employees, tenants, contractors, agents, and invitees harmless from and against any and all losses, costs, (including attorneys' fees), liabilities, claims, injuries, deaths and damages

to persons or property which may be suffered or sustained by any person or entity actually or allegedly arising out of or in connection with the negligence or the willful acts or omissions of Grantee or any agent, employee or contractor of Grantee in the Easement Area or otherwise present on the Grantor Property in exercise of the rights granted under this Agreement.

8. Default. In the event that Grantee shall default in the performance of any of its obligations under the terms of this Agreement, Grantor shall forward written notice outlining such default to the Grantee. Grantee shall immediately cure such default. If Grantee shall fail or refuse to cure such default, the owner of the Grantor Property may attempt to cure the default and shall be reimbursed by Grantee for all reasonable, actual costs incurred in so doing, and the Grantor Property owner may take any action allowed by law or equity to enforce its rights, including, without limitation, obtaining injunctive relief, which the parties recognize is an appropriate remedy since monetary damages may not be sufficient.

9. Representations. Each party to this Agreement hereby represents to the other party that all approvals required for execution of and proper performance of this Agreement and the obligations set forth herein have been obtained and there are no prohibitions or limitations that may restrict or prevent such party from fully performing all of its obligations and liabilities under this Agreement. Grantee takes subject to all recorded restrictions, easements, and encumbrances on the Easement Area.

10. Notices. All notices to any party under this Agreement shall be delivered in person, sent by recognized overnight courier, sent by certified mail, postage prepaid, return receipt requested, facsimile transmission, or electronic mail to the other party at the party's address, as listed below. If the other party's address is not known to the party desiring to send the notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Any party may change its address for notice by providing written notice to the other.

To Grantor:                   4192 Morris Park Road  
                                  McFarland, WI 53558  
                                  Attn: Brett Riemen  
                                  Fax: \_\_\_\_\_  
                                  Email: \_\_\_\_\_

With a copy to:               Reinhart Boerner Van Deuren, s.c.  
                                  Attn: Nathan J. Wautier  
                                  22 E. Mifflin St., Ste. 600  
                                  Madison, WI 53703  
                                  Fax: 608.229.2100  
                                  Email: [nwautier@reinhartlaw.com](mailto:nwautier@reinhartlaw.com)

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

Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

With a copy to: Lawrence E. Bechler  
Murphy Desmond S.C.  
33 E. Main St., Ste. 500  
Madison, WI 53703  
Fax: 608.257.2508  
Email: lbechler@murphydesmond.com

11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

12. Covenants Run with the Land. All of the terms and conditions contained in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by Grantor and Grantee and their respective successors and assigns as owners of the Grantor Property and the Grantee Property. The specific parties named as "Grantor" and "Grantee" herein, and each of their respective successors and assigns as fee simple owners of the Grantor Property and the Grantee Property respectively, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after such party has transferred its fee simple interest in the particular property.

13. Amendment. This Agreement sets forth the entire understanding of the parties and may not be modified, amended, or terminated except by the recording of a written instrument executed by or on behalf of the owners of the Grantor Property and the Grantee Property, without the need for any other parties to join in, and duly recorded in the office of the Register of Deeds of Dane County, Wisconsin.

14. Enforcement and Attorneys' Fees. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any covenant herein, either to restrain or prevent such violation or to obtain any other relief. In the event a suit should be brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees from the non-prevailing party.

15. No Public Declaration. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purposes whatsoever.

16. Counterparts. This Agreement may be executed in multiple counterparts, but each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same agreement, binding all parties hereto, whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, PRESTON PLACE PROPERTIES LLC executes the foregoing Water Main Easement Agreement as of the date and year first above written.

PRESTON PLACE PROPERTIES LLC

\_\_\_\_\_  
Brett Riemen, Member

\_\_\_\_\_  
Brian Spanos, Member

STATE OF WISCONSIN    )  
                                  ) ss:  
COUNTY OF DANE        )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016, the above-named Brett Riemen and Brian Spanos, as Members of Preston Place Properties LLC, to me known to be the persons who executed the foregoing and acknowledge the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

*[signatures and acknowledgements continue on next page]*

IN WITNESS WHEREOF, the VILLAGE OF MCFARLAND executes the foregoing Water Main Easement Agreement as of the date and year first above written.

VILLAGE OF MCFARLAND, a Wisconsin municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN    )  
  ) ss:  
COUNTY OF DANE        )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016, the above-named \_\_\_\_\_ and \_\_\_\_\_, to me known to be the persons who executed the foregoing and acknowledge the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

EXHIBIT A

Grantor Property

PART OF THE SOUTHEAST 1/4 OF THE 14 OF THE SOUTHEAST 1/4, SECTION 34, TOWNSHIP 7 NORTH, RANGE 10 1/4, SECTION 34, TOWNSHIP 7 NORTH, RANGE 10 EAST, IN THE VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN. MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 34; THENCE N 01°55'49"W, ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 34 AND THE WEST LINE OF THE NINTH ADDITION TO AUTUMN GROVE, 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 01°55'49"W, ALONG SAID NORTH-SOUTH 1/4 LINE AND SAID WEST LINE, 476.91 FEET TO THE SE CORNER OF LOT 1, CSM NO. 1188; THENCE S 88°04'11"W, ALONG THE SOUTH LINE OF SAID LOT 1, 320.08 FEET TO THE SE R\W LINE OF PAULSON ROAD AND THE NE CORNER OF LOT 2, CSM NO. 1188; THENCE S 01°55'49"W, ALONG THE EAST LINE OF SAID LOT 2, 227.47 FEET TO THE NE R\W LINE OF PAULSON ROAD AND THE SE CORNER OF SAID LOT 2; THENCE S 41°24'38"E, ALONG SAID NE R\W LINE, 322.23 FEET TO ITS INTERSECTION WITH THE NORTH R\W LINE OF RIDGE ROAD; THENCE N 88°26'00"E, ALONG SAID NORTH R\W LINE, 115.20 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINS 126,978 SQ. FT. OR 2.92 ACRES.

EXHIBIT B

Grantee Property

EXHIBIT C

Easement Area

## **Community Development Highlights**

**October 2016**

- A robust construction year continues with 39 permits issued for the month. Two residential permits were issued to Urso Brothers Construction. A commercial building permit was issued for a commercial building on McFarland Court just off Terminal Drive.  
Last year at this time, the Department had issued 267 permits; at the end of October 2016, 395 permits have been issued.
- Coordinated a meeting between the neighbors of the Beach House area and the Developers. Ultimately, Plan Commission postponed a decision until the Developer provides a plan with reduced lot coverage and density.
- Met with Kwik Trip representative to discuss possible sites for a bio-fuel blending facility. An appearance was also made before the Plan Commission in order to get Commissioners "take" on pursuing this possibility. The company is currently looking at two McFarland locations.
- Met with McFarland State Bank President – Steve Swanson to discuss new signage at the bank and introduce Steve to our new administrator.
- Attended Chamber of Commerce meeting regarding the school district referendum.
- Met with Alliant Energy representatives to discuss decorative lighting and other streetscaping matters as part of the reconstruction of Exchange Street, Main Street and Cty. Highway MN.
- Attended the Public Works meeting to finalize public improvement plans for the duplex development on Paulson Road.
- Met with representatives of the Ho Chunk nation to discuss their latest plans to redevelop their site. "Master plan" includes indoor sports arena, hotel casino addition, outdoor play fields and heritage center, all to be phased in over time.

- Work on our Comprehensive Plan continues. A draft of Volume II which includes a future land use map should be available by the end of November.
- The Development agreement for Farwell Place LLC was executed and a TIF loan of \$500,000 for Phase I was dispersed.
- Attended the annual summit in LaCrosse held by the Downtown Action Council. Very good session on community branding and bike routes through downtown areas.
- Held a lunch meeting with Attorney Matt Fleming, Wendy Motl, Marty Pilger, Craig Sherven, Matt Schuenke and Cassandra Suettinger to discuss our maintenance violation process. With the addition of 8 hours for a code violation officer, Fleming suggested we rethink citing problems on a complaint basis.
- Christmas in the Village committee has been meeting finalizing plans for the Saturday December 3<sup>rd</sup> event.
- Spartan Bowl has resubmitted their plans for a volley ball court adjacent to Farwell Street. According to our code, Plan Commission will review and make a recommendation to the Public Safety Committee who will make a final decision.
- Detachment of the Anderson property from the City of Madison has taken place. The necessary paperwork has been sent to our Village Attorney to complete the required paperwork on our end in order for the property to be annexed into McFarland. This is a left over remnant from the 1998 land swap with the City of Madison.
- Veridian and the Smiths have come to an agreement on Veridian purchasing additional right- of- way for Holscher Road. Road work should be bid out in January or February of 2017.
- Landmarks Committee met and approved exterior remodeling of the former antiques store. Plans are to bring back the former embellishments to the building as it existed in the late 1800's – Great news!

- Attended the following monthly meetings:
  - Village Board including budget
  - Plan Commission
  - Parks and Natural Resources
  - Public Utilities
  - Public Works
  - Landmarks Committee (Marty Pilger)

Submitted by:

Pauline Boness

Community Development Director



## Memorandum

**TO:** Plan Commission Members  
**FROM:** Marty Pilger, Building Inspector  
**DATE:** November 17, 2016  
**RE:** October Property Maintenance Report

<u>ADDRESS</u>	<u>VIOLATION:</u>	<u>STATUS</u>
4912 Marsh Road (owner occupied)	Obtaining a building permit for the shed and moving it to the rear yard. (9/28/15)	Owner will have done by 6/1/16.
6227 Exchange Street (owner occupied)	Furniture and junk stored on porch	Was cited, did not appear in court.
5706 Wisconsin Street (owner occupied)	Accumulated junk, lawnmower and unlicensed inoperable vehicles stored on property.	Being handled by staff
5521 N. Cook Street (owner occupied)	Storage of comm. vehicles, more than four vehicles parked outside on property.	Citation issued. Court date in August. Agreement set if property kept clean and no further violations will be dismissed 2/23/17.
6322 Exchange Street (rental)	Pile of debris at end of driveway	Has been cleaned up
5406 Broadhead St. (owner occupied)	Grass/weeds over 8" – Noxious weeds	Owner mowed
6208 Johnson Street (owner occupied)	Fence around pool knocked	Temporary fence in place, temporary fence is falling

	down	down, issuing citation.
6305 Lani Lane (owner occupied)	Grass/weeds over 8" – Noxious weeds	Owner mowed
5706 Wisconsin Street (owner occupied)	Grass/weeds over 8" – Noxious weeds	Citation issued – Court date set for January 17, 2017.
5109/5111 Broadhead Street (rental)	Furniture and tv on lawn	Items removed
6208 Exchange Street (owner occupied)	Storage of commercial vehicles, vehicles on lawn	Commercial vehicle gone
5010 Card Avenue (owner occupied)	Grass/weeds over 8" – Noxious weeds	Owner mowed

<b><u>LETTERS SENT IN OCTOBER :</u></b>	<b><u>VIOLATION:</u></b>
6322 Exchange Street (rental)	Grass/weeds over 8" – Noxious weeds
4714 Ivywood Trail (owner occupied)	Inoperable unlicensed vehicle on property, trailer parked on front lawn.
6119 Johnson Street (owner occupied)	Unlicensed inoperable vehicle on property. Junk and debris on property.