

VILLAGE BOARD

Monday, December 12, 2016

7:00 P.M.

**McFarland Municipal Center
Community Room**

AGENDA

1. CALL TO ORDER.
2. ATTENDANCE ROLL CALL.
3. PUBLIC APPEARANCES.
4. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS.
 - a. Public Announcement
 - (1) December 23rd is the last day for incumbents not seeking re-election to file notification of non-candidacy.
 - (2) Nomination papers due for Spring Election January 3rd by 5 p.m.
 - (3) Village offices will be closed Friday, December 23, 2016, Monday December 26, 2016 and Monday, January 2, 2017.
 - b. Public Communications
5. CONSENT AGENDA.
 - a. Motion to approve pre-paid check #67754-67763 in the amount of \$10,625.34 and current checks #67764-67859 in the amount of \$285,916.78.
 - b. Motion to approve the minutes of the November 28, 2016 Village Board meeting.
 - c. Motion to approve recommendation from Police Chief Sherven that the alcohol beverage operator's license for Ashley A Bartlett (Mcfarland BP) be approved.
6. BUSINESS.
 - a. PLAN COMMISSION
 - 1) Discussion and possible action on a development agreement with Preston Place Properties LLC for 5401 Paulson Road in the Village of McFarland, Dane County, Wisconsin.
 - 2) Discussion and possible action on resolution 2016-12: a resolution approving grant of water main easement and access easement relating to Preston Place Properties LLC.
 - b. Discussion and possible action on to approve ordinance 2016-12: an ordinance to memorialize the solid waste annual charges.
 - c. Discussion and possible action on ordinance 2016-13: an ordinance amending various fees established in the Village of McFarland fee schedule.
 - d. Discussion and possible action on cancelling Village Board meeting for December 26, 2016.

- e. Authority, Board, Commission, and Committee agenda item requests, referrals, and updates.
7. CLOSED SESSION. Motion to convene in closed session in accordance with Wis. Stats. §19.85 (1) (e) to deliberate or negotiate the investment of public funds or other specified public business whenever competitive or bargaining reasons require a closed session, specifically regarding the following issues:
 - a. Consideration of an offer to purchase from the McFarland School District for the property known as 6009 Johnson Street, being tax parcel number 0610-034-0195-3.
 - b. Consideration of a Side Letter Agreement between the Village and Dane County Professional Employees, Local 60, AFSCME AFL-CIO EMT Unit.
8. OPEN SESSION. Motion to adjourn the Closed Session and reconvene in Open Session to discuss and take action on items of business discussed in Closed Session.
 - a. Discussion and possible action regarding a Side Letter Agreement between the Village and Dane County Professional Employees, Local 60, AFSCME AFL-CIO EMT Unit.
9. ADJOURNMENT.

NOTES:

- 1) Persons needing special accommodations should call 838-3153 at least 24 hours prior to the meeting.
- 2) More specific information about agenda items may be obtained by calling 838-3153.

This agenda was posted, or caused to be posted, by my hand on the of 9th of December, 2016 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 McFarland State Bank, 5990 Hwy 51.

Cassandra Suettinger, Clerk/Deputy Treasurer



Memorandum

To: Village Board of Trustees
From: Matthew G. Schuenke, Village Administrator/Treasurer
Date: December 9, 2016
Re: **Village Board Meeting – December 12, 2016**

4. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS

a. Public Announcements

- (1) *December 23rd is the last day for incumbents not seeking re-election to file notification of non-candidacy.*
- (2) *Nomination papers due for Spring Election January 3rd by 5 pm.*
- (3) *Village offices will be closed Friday, December 23, 2016, Monday, December 26, 2016, and Monday, January 2, 2017.*

b. Public Communications

5. CONSENT AGENDA

- a. **Motion to approve pre-paid checks #67754-67763 in the amount of \$10,625.34 and current checks #67764-67859 in the amount of \$285,916.78 – Presented for approval.**
- b. **Motion to approve the minutes of the November 28, 2016 Village Board meeting – Presented for approval.**
- c. **Motion to approve recommendation from Police Chief Sherven that the alcohol beverage operator's license for Ashley A. Bartlett (McFarland BP) be approved – Presented for approval.**

6. BUSINESS

a. PLAN COMMISSION

- 1) *Discussion and possible action on a development agreement with Preston Place Properties LLC for 5401 Paulson Road in the Village of McFarlan, Dane County, Wisconsin – This residential duplex project was approved by the Village in June of this year. Construction commenced on the improvements late this Fall and is currently underway. A Development Agreement is needed in order to formalize the installation and ongoing maintenance responsibilities for these public improvements as well as permitted access between the Village and Developer. Several conditions were recommended by the Village Attorney and included as part of the approval recommended by the Plan Commission have now been incorporated into the final draft. The public improvements have been reviewed by the Utility Committee, Public Works Director, and Village Engineer with no objections. Presented for approval.*

2) *Discussion and possible action on resolution 2016-12: a resolution approving grant of water main easement and access easement relating to Preston Place Properties LLC* – The Village Attorney has provided for resolutions to formally adopt the easements that are included and approved with the Development Agreement. As easements, this helps to create their own record of what they allow for and not solely buried within the Development Agreement. Presented for approval.

b. Discussion and possible action on to approve ordinance 2016-12: an ordinance to memorialize the solid waste annual charges – The 2017 Budget adopted an ordinance which included the approval of the Solid Waste collection charge. This charge is not formally included within Village Ordinance like other fees are listed within Appendix A. This language memorializes the fee and allows the Village Board to set it annually as part of its review of all the fees for the Village. Presented for approval.

c. Discussion and possible action on ordinance 2016-13: an ordinance amending various fees established in the Village of McFarland fee schedule – Annually the Village Board considers all fees for services in the Village. The ordinance refers to an exhibit which contains Appendix A of the Code of Ordinances listing all the fees required to be set within the code. Three changes are highlighted in yellow and are recommended for approval as follows:

- *EMS No Transport Fee* – There is a fee charged to an individual both resident and non-resident when an ambulance is dispatched but no transport is provided to a hospital. The Fire/EMS Department would like to discuss possibly lowering this fee so people are not discouraged from calling for service; which, may as a result increase collections since about a third of the billed no transport fees are not collected presently.
- *Lewis Park Shelter Deposit* – The Parks Committee has requested an increase in the deposit for this structure from \$100 to \$200 as a reflection that it is a newly constructed facility.
- *Solid Waste Charge* – This fee has already been approved at \$112.20 as part of the annual budget approval granted on November 28th. With an ordinance change in the previous agenda item, this allows for the charge to now be contained within Appendix A going forward of which it can be reviewed like any other fee.
- *Development Agreements* – The Community Development Department is recommending the fee for this service be increased from \$300 to \$600 due to the complex nature of these documents and the added time they take to complete.

d. Discussion and possible action on cancelling Village Board meeting for December 26, 2016 – December 26th represents a legally recognized holiday for the Village since December 25th (Christmas) falls on a Sunday. The Village Offices are closed on that day by policy and the meeting is to be moved to the next available day by code, which is December 27th. The question posed is whether or not this meeting is necessary between the holidays. The Village Board has the ability to designate a different day for the meeting including the designation that it is cancelled. If there is a desire to cancel, then action needs to be taken to cancel the meeting and then Staff will issue the proper notices. If the meeting is desired, then it needs to be held on December 27th or some other day designated by the board. Staff recommends cancellation as there are no pressing items at the present, but is able to meet if the board wishes.

e. Authority, Board, Commission, and Committee agenda item requests, referrals, and updates – Requests for items of interest that need to be placed on future Village Board meeting agendas, referrals of issues to committees, and other general updates are appropriate at this time. Discussion and action of these interests and issues are discouraged as they have not been dually noticed on the official meeting agenda.

7. CLOSED SESSION. *Motion to convene in closed session in accordance with Wis. Stats. §19.85 (1) (e) to deliberate or negotiate the investment of public funds or other specified public business whenever competitive or bargaining reasons require a closed session, specifically regarding the following issues:*

a. Consideration of an offer to purchase from the McFarland School District for the property known as 6009 Johnson Street, being tax parcel number 0610-034-0195-3.

b. Consideration of a Side Letter Agreement between the Village and Dane County Professional Employees, Local 60, AFSCME AFL-CIO EMT Unit.

8. OPEN SESSION. *Motion to adjourn the Closed Session and reconvene in Open Session to discuss and take action on items of business discussed in Closed Session.*

a. Discussion and possible action regarding a Side Letter Agreement between the Village and Dane County Professional Employees, Local 60, AFSCME AFL-CIO EMT Unit.

Village of McFarland

CONSENT AGENDA

December 12, 2016

Report Criteria:
Report type: GL detail
Check Check Number = 67754

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
11/16	11/29/2016	67754	16378	DANE COUNTY REGISTER OF RECORDING DETACHMENT ORD 6/RES 16-4	CS-112916	1	100-51-4141-310	60.00	
Total 67754:									60.00
Grand Totals:									60.00

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-2120	.00	60.00-	60.00-
100-51-4141-310	60.00	.00	60.00
Grand Totals:	60.00	60.00-	.00

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
11/26/2016	PC	12/02/2016	67755	KUBICEK, JAMES	420	688.12
11/26/2016	CDPT	12/02/2016	67756	WI AFSCME COUNCIL 32	7	57.11
11/26/2016	CDPT	12/02/2016	67757	WI SCTF	5	228.46
11/26/2016	CDPT	12/02/2016	67758	WPPA TREASURER	6	456.50

1430.19

Report Criteria:
Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
12/16	12/01/2016	67759	1975	MADISON PUBLIC LIBRARY	LOST BOOK PAYMENT	DL-101716-A	1	900-55-0011-395	64.50
Total 67759: 64.50									
12/16	12/01/2016	67760	759	POSTMASTER	UTILITY BILLS-OCT/NOV	POSTAGE-1	1	650-53-3040-340	134.41
12/16	12/01/2016	67760	759	POSTMASTER	UTILITY BILLS-OCT/NOV	POSTAGE-1	2	600-56-0040-840	134.41
12/16	12/01/2016	67760	759	POSTMASTER	UTILITY BILLS-OCT/NOV	POSTAGE-1	3	600-57-0060-903	134.41
Total 67760: 403.23									
12/16	12/01/2016	67761	30	ALLIANT ENERGY/W/P&L	MUNICIPAL CENTER	120616	1	100-51-8081-220	2,554.14
12/16	12/01/2016	67761	30	ALLIANT ENERGY/W/P&L	MUNICIPAL CENTER	120616	2	100-51-8081-220	118.80
12/16	12/01/2016	67761	30	ALLIANT ENERGY/W/P&L	PUBLIC WORKS FACILITY	120616	3	100-51-8080-220	490.39
12/16	12/01/2016	67761	30	ALLIANT ENERGY/W/P&L	WATER TOWER BURMA	120616	4	600-57-0030-622	31.11
12/16	12/01/2016	67761	30	ALLIANT ENERGY/W/P&L	WELL #4	120616	5	600-57-0030-623	21.25
12/16	12/01/2016	67761	30	ALLIANT ENERGY/W/P&L	LIFT #1	120616	6	600-56-0020-821	199.31
12/16	12/01/2016	67761	30	ALLIANT ENERGY/W/P&L	LIFT #2	120616	7	600-56-0020-821	150.76
12/16	12/01/2016	67761	30	ALLIANT ENERGY/W/P&L	BRANDT PARK PAV	120616	8	100-55-6050-220	99.22
12/16	12/01/2016	67761	30	ALLIANT ENERGY/W/P&L	LEWIS PARK	120616	9	100-55-6050-221	137.05
12/16	12/01/2016	67761	30	ALLIANT ENERGY/W/P&L	MCDANIEL	120616	10	100-55-6050-222	100.06
12/16	12/01/2016	67761	30	ALLIANT ENERGY/W/P&L	CEDAR GLADE AERATOR	120616	11	650-53-3040-220	61.24
12/16	12/01/2016	67761	30	ALLIANT ENERGY/W/P&L	STREET LIGHTING	120616	12	100-53-3030-222	276.94
12/16	12/01/2016	67761	30	ALLIANT ENERGY/W/P&L	TRAFFIC FLASHERS	120616	13	100-53-3030-222	7.51
12/16	12/01/2016	67761	30	ALLIANT ENERGY/W/P&L	TRAFFIC FLASHERS	120616	14	100-53-3030-222	7.51
12/16	12/01/2016	67761	30	ALLIANT ENERGY/W/P&L	TRAFFIC FLASHERS	120616	15	100-53-3030-222	8.67
12/16	12/01/2016	67761	30	ALLIANT ENERGY/W/P&L	SIRENS	120616	16	100-51-8081-220	17.41
Total 67761: 4,043.77									
Grand Totals: 4,511.50									

Summary by General Ledger Account Number

M = Manual Check, V = Void Check

VILLAGE OF MCFARLAND

Board Report
 Check Issue Dates: 12/1/2016 - 12/1/2016

GL Account	Debit	Credit	Proof
100-2120	118.80	3,698.90-	3,580.10-
100-51-8080-220	490.39	.00	490.39
100-51-8081-220	2,571.55	118.80-	2,452.75
100-53-3030-222	300.63	.00	300.63
100-55-6050-220	99.22	.00	99.22
100-55-6050-221	137.05	.00	137.05
100-55-6050-222	100.06	.00	100.06
600-2120	.00	671.25-	671.25-
600-56-0020-821	350.07	.00	350.07
600-56-0040-840	134.41	.00	134.41
600-57-0030-622	31.11	.00	31.11
600-57-0030-623	21.25	.00	21.25
600-57-0060-903	134.41	.00	134.41
650-2120	.00	195.65-	195.65-
650-53-3040-220	61.24	.00	61.24
650-53-3040-340	134.41	.00	134.41
900-2120	.00	64.50-	64.50-
900-55-0011-395	64.50	.00	64.50
Grand Totals:	4,749.10	4,749.10-	.00

Report Criteria:
 Report type: GL detail

Report Criteria:
Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
12/16	12/02/2016	67762	595	MATC	LAU STATE EXAM-PUMPER	EXAM-LAU-1	1	100-52-2020-330	80.00
Total 67762: 80.00									
12/16	12/02/2016	67763	2070	KKS PROPERTY	YOUTH CENTER (FEB-OCT)	CAM-2016	1	100-51-8081-221	4,543.65
Total 67763: 4,543.65									
Grand Totals: 4,623.65									

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-2120	.00	4,623.65	4,623.65
100-51-8081-221	4,543.65	.00	4,543.65
100-52-2020-330	80.00	.00	80.00
Grand Totals:	4,623.65	4,623.65	.00

Report Criteria:
Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
12/16	12/12/2016	67783		Void Check					.00 V
Total :									
12/16	12/12/2016	67764	566	BMO HARRIS BANK NA	ADMIN	BMO-111816	1	100-1624	727.27
12/16	12/12/2016	67764	566	BMO HARRIS BANK NA	COMM DEV	BMO-111816	2	100-1624	648.75
12/16	12/12/2016	67764	566	BMO HARRIS BANK NA	CABLE	BMO-111816	3	100-1624	204.97
12/16	12/12/2016	67764	566	BMO HARRIS BANK NA	OUTREACH	BMO-111816	4	100-1624	238.56
12/16	12/12/2016	67764	566	BMO HARRIS BANK NA	COURT	BMO-111816	5	100-1624	187.47
12/16	12/12/2016	67764	566	BMO HARRIS BANK NA	LIBRARY	BMO-111816	6	100-1624	1,403.45
12/16	12/12/2016	67764	566	BMO HARRIS BANK NA	EMS	BMO-111816	7	100-1624	604.42
12/16	12/12/2016	67764	566	BMO HARRIS BANK NA	POLICE	BMO-111816	8	100-1624	1,681.36
12/16	12/12/2016	67764	566	BMO HARRIS BANK NA	FIRE	BMO-111816	9	100-1624	346.39
12/16	12/12/2016	67764	566	BMO HARRIS BANK NA	PUBLIC WORKS	BMO-111816	10	100-1624	525.22
Total 67764:									
12/16	12/12/2016	67765	16429	1ST AYD CORP	WATER SUPPLIES	PS180573	1	600-57-0090-160	103.72
Total 67765:									
12/16	12/12/2016	67766	30	ALLIANT ENERGYW/P&L	WELL #1	121416	1	600-57-0030-622	455.39
12/16	12/12/2016	67766	30	ALLIANT ENERGYW/P&L	WELL#1 GAS	121416	2	600-57-0030-623	29.66
12/16	12/12/2016	67766	30	ALLIANT ENERGYW/P&L	LIFT #3	121416	3	600-56-0020-821	150.54
12/16	12/12/2016	67766	30	ALLIANT ENERGYW/P&L	FLOWER CORNER	121416	4	100-55-6050-222	8.22
12/16	12/12/2016	67766	30	ALLIANT ENERGYW/P&L	GAZEBO	121416	5	100-55-6050-222	62.23
12/16	12/12/2016	67766	30	ALLIANT ENERGYW/P&L	STREET LIGHTING	121416	6	100-53-3030-222	7,466.08
12/16	12/12/2016	67766	30	ALLIANT ENERGYW/P&L	TRAFFIC FLASHERS	121416	7	100-53-3030-222	8.16
Total 67766:									
12/16	12/12/2016	67767	2216	ANDRES MEDICAL	NOV CHARGES	139300	1	100-4523	1,015.81
Total 67767:									
12/16	12/12/2016	67768	10	ARAMARK	mat rental	1640180-945	1	900-55-0011-240	186.88

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 67768:									
12/16	12/12/2016	67769	56	ATLAS OUTFITTERS	ICE SUITS	12590	1	100-52-2020-395	500.00
Total 67769:									
12/16	12/12/2016	67770	68	BADGER WELDING SUPP INC	OXYGEN RENTAL	3368222	1	100-52-4040-345	15.00
12/16	12/12/2016	67770	68	BADGER WELDING SUPP INC	OXYGEN	3376022	1	100-52-4040-345	25.51
12/16	12/12/2016	67770	68	BADGER WELDING SUPP INC	MED OXYGEN	3378465	1	100-52-4040-345	15.00
Total 67770:									
12/16	12/12/2016	67771	74	BAKER & TAYLOR BOOKS	LIBRARY MATERIALS	2032462660-	1	900-55-0011-395	5,220.13
12/16	12/12/2016	67771	74	BAKER & TAYLOR BOOKS	LIBRARY MATERIALS	B31422800-	1	900-55-0011-396	162.40
Total 67771:									
12/16	12/12/2016	67772	16285	BATTERIES & BULBS	BATTERIES	572-397293	1	600-57-0070-921	35.99
Total 67772:									
12/16	12/12/2016	67773	16342	BIBLIOTECHA + 3M	RFID TAGS	S10021370-	1	900-55-0011-345	2,145.50
Total 67773:									
12/16	12/12/2016	67774	2048	BOOK PAGE	MAGAZINE SUB	S27676	1	900-55-0011-395	300.00
Total 67774:									
12/16	12/12/2016	67775	1256	BOUND TREE MEDICAL, LLC	EMS SUPPLIES	82324537	1	100-52-4040-345	9.79
12/16	12/12/2016	67775	1256	BOUND TREE MEDICAL, LLC	EMS SUPPLIES	82325531	1	100-52-4040-345	144.66
12/16	12/12/2016	67775	1256	BOUND TREE MEDICAL, LLC	EMS SUPPLIES	82333808	1	100-52-4040-345	256.60
12/16	12/12/2016	67775	1256	BOUND TREE MEDICAL, LLC	EMS SUPPLIES	82335333	1	100-52-4040-345	273.98
12/16	12/12/2016	67775	1256	BOUND TREE MEDICAL, LLC	EMS SUPPLIES	82337342	1	100-52-4040-345	174.96
12/16	12/12/2016	67775	1256	BOUND TREE MEDICAL, LLC	EMS SUPPLIES	82338801	1	100-52-4040-345	180.14
Total 67775:									
									1,040.13

VILLAGE OF MCFARLAND

Board Report
 Check Issue Dates: 12/8/2016 - 12/12/2016

Page: 3
 Dec 09, 2016 11:20AM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
12/16	12/12/2016	67776	2245	CGC, INC	BILL VERIDIAN	45797	1	100-2640	262.18
Total 67776:									262.18
12/16	12/12/2016	67777	158	CHARTER COMMUNICATIONS	PW CABLE	1647-112316	1	100-51-8080-340	89.04
12/16	12/12/2016	67777	158	CHARTER COMMUNICATIONS	ADMIN	8441-113016	1	100-51-4141-225	163.98
12/16	12/12/2016	67777	158	CHARTER COMMUNICATIONS	COMM & TECH	8441-113016	2	200-51-0049-215	131.64
12/16	12/12/2016	67777	158	CHARTER COMMUNICATIONS	FIRE/EMS	8441-113016	3	100-52-4040-225	42.00
12/16	12/12/2016	67777	158	CHARTER COMMUNICATIONS	FIRE/EMS	8441-113016	4	100-52-2020-225	42.00
12/16	12/12/2016	67777	158	CHARTER COMMUNICATIONS	POLICE	8441-113016	5	100-52-1010-225	101.00
Total 67777:									569.66
12/16	12/12/2016	67778	161	CHASE LUMBER AND FUEL INC	GAZEBO LIONS	356929	1	100-55-6050-391	18.56
12/16	12/12/2016	67778	161	CHASE LUMBER AND FUEL INC	GAZEBO-LIONS	357030	1	100-55-6050-391	3.19
12/16	12/12/2016	67778	161	CHASE LUMBER AND FUEL INC	GAZEBO-LIONS	357084	1	100-55-6050-391	18.56
12/16	12/12/2016	67778	161	CHASE LUMBER AND FUEL INC	CREDIT GAZEBO	357592	1	100-55-6050-391	37.05-
Total 67778:									77.36
12/16	12/12/2016	67779	193	COMPUTER MAGIC INC	COURT	MSP-2764	1	100-51-2121-210	88.00
12/16	12/12/2016	67779	193	COMPUTER MAGIC INC	GEN ADMIN	MSP-2764	2	100-51-4170-311	484.00
12/16	12/12/2016	67779	193	COMPUTER MAGIC INC	POLICE	MSP-2764	3	100-52-1010-240	1,012.00
12/16	12/12/2016	67779	193	COMPUTER MAGIC INC	FIRE	MSP-2764	4	100-52-2020-241	484.00
12/16	12/12/2016	67779	193	COMPUTER MAGIC INC	EMS	MSP-2764	5	100-52-4040-241	220.00
12/16	12/12/2016	67779	193	COMPUTER MAGIC INC	OUTREACH-SPC SVCS	MSP-2764	6	100-55-5520-240	44.00
12/16	12/12/2016	67779	193	COMPUTER MAGIC INC	OUTREACH	MSP-2764	7	100-55-5510-240	132.00
12/16	12/12/2016	67779	193	COMPUTER MAGIC INC	COMM DEV	MSP-2764	8	100-51-7272-240	132.00
12/16	12/12/2016	67779	193	COMPUTER MAGIC INC	PUBLIC WORKS	MSP-2764	9	100-53-3030-240	264.00
12/16	12/12/2016	67779	193	COMPUTER MAGIC INC	WATER	MSP-2764	10	600-57-0070-923	88.00
12/16	12/12/2016	67779	193	COMPUTER MAGIC INC	SEWER	MSP-2764	11	600-56-0050-852	88.00
12/16	12/12/2016	67779	193	COMPUTER MAGIC INC	STORMWATER	MSP-2764	12	650-53-3040-310	88.00
12/16	12/12/2016	67779	193	COMPUTER MAGIC INC	EMGMT	MSP-2764	13	100-52-5050-292	44.00
12/16	12/12/2016	67779	193	COMPUTER MAGIC INC	FAM FEST	MSP-2764	14	100-51-4170-311	44.00
12/16	12/12/2016	67779	193	COMPUTER MAGIC INC	SERVERS	MSP-2764	15	100-51-4170-311	308.00
12/16	12/12/2016	67779	193	COMPUTER MAGIC INC	SERVER BACKUP	MSP-2764	16	100-51-4170-311	477.50
12/16	12/12/2016	67779	193	COMPUTER MAGIC INC	PC BACKUP & ADDITIONAL SPAM FILTER	MSP-2764	17	100-51-4170-311	65.00

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Total 67779:									
12/16	12/12/2016	67780	16298	COVILLE, ALLAN	MEAL	AC-120516	1	100-53-3030-340	6.85
Total 67780:									
12/16	12/12/2016	67781	1978	COX, HEIDI	MILEAGE REIMBURSEMENT	HC-111716	1	900-55-0011-330	152.28
Total 67781:									
12/16	12/12/2016	67782	16440	CUSTOM EARPIECE	STATZ-UNIFORM ALLOW	28043	1	100-52-1010-346	75.60
Total 67782:									
12/16	12/12/2016	67784	261	DECKER SUPPLY CO INC	SIGN SUPPLIES	894218	1	100-53-3030-363	109.60
Total 67784:									
12/16	12/12/2016	67785	267	DEMCO INC	SUPPLIES	6004865	1	900-55-0011-345	100.97
12/16	12/12/2016	67785	267	DEMCO INC	LIBRARY SUPPLIES	6012202	1	900-55-0011-345	112.78
Total 67785:									
12/16	12/12/2016	67786	9162	ECO RESOURCE CONSULTING	GRANDVIEW PATH STUDY	2328	1	500-55-0050-858	1,900.00
Total 67786:									
12/16	12/12/2016	67787	314	EDDINGTON, SHERI	RECOUNT	SE-113016	1	100-51-4142-110	110.00
Total 67787:									
12/16	12/12/2016	67788	348	FAHRNER ASPHALT SEALERS	STREET PATCHING	37459	1	100-53-3030-231	1,050.00
12/16	12/12/2016	67788	348	FAHRNER ASPHALT SEALERS	CRACK FILLING	37460	1	100-53-3030-231	16,710.00
Total 67788:									
12/16	12/12/2016	67789	353	FERGUSON ENTERPRISES	MISC	3646162	1	100-52-1010-340	68.86

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 67789:									
12/16	12/12/2016	67790	1171	FIRE-RESCUE SUPPLY LLC	FOAM CONCENTRATE	6845	1	100-52-2020-340	924.00
Total 67790:									
12/16	12/12/2016	67791	1921	FRONTIER	TELEPHONE BILL	3986-112216	1	900-55-0011-225	93.51
Total 67791:									
12/16	12/12/2016	67792	16408	GALE/CENGAGE LEARNING	LP BOOKS	59393748	1	900-55-0011-395	68.80
12/16	12/12/2016	67792	16408	GALE/CENGAGE LEARNING	LP BOOKS	59424975	1	900-55-0011-395	49.60
Total 67792:									
12/16	12/12/2016	67793	395	GENERAL COMMUNICATIONS I	PORTABLE RADIO REPAIR	232224	1	100-52-2020-292	646.00
12/16	12/12/2016	67793	395	GENERAL COMMUNICATIONS I	RADIO ANTENNA	232880	1	100-53-3030-292	84.50
12/16	12/12/2016	67793	395	GENERAL COMMUNICATIONS I	DANE COM PROGRAMMING	233420	1	100-52-2020-292	425.00
12/16	12/12/2016	67793	395	GENERAL COMMUNICATIONS I	ANTENNA RETURN	3355	1	100-52-2020-292	30.00-
12/16	12/12/2016	67793	395	GENERAL COMMUNICATIONS I	ANTENNA RETURN	3490	1	100-52-2020-292	71.22-
Total 67793:									
12/16	12/12/2016	67794	1323	HARKER HEATING & COOLING	HVAC	1254577	1	900-55-0011-240	290.00
12/16	12/12/2016	67794	1323	HARKER HEATING & COOLING	FINANCE CHARGE	FC1255510	1	900-55-0011-240	4.58
Total 67794:									
12/16	12/12/2016	67795	16434	HAVEY, COLTON	CLOTHING ALLOWANCE	CH-112216	1	100-52-2020-346	79.11
Total 67795:									
12/16	12/12/2016	67796	1694	HEARTLAND LITHO	5000 WATER/SEWER POSTCARDS	63774	1	600-56-0050-851	366.40
12/16	12/12/2016	67796	1694	HEARTLAND LITHO	5000 WATER/SEWER POSTCARDS	63774	2	600-57-0070-921	366.40
12/16	12/12/2016	67796	1694	HEARTLAND LITHO	5000 WATER/SEWER POSTCARDS	63774	3	650-53-3040-310	366.39
Total 67796:									
									1,099.19

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12/16	12/12/2016	67797	1269	HETTRICK, HARLAN	FD TV DISPOSAL	HH-120816	1	100-52-2020-390	10.00
Total 67797:									
12/16	12/12/2016	67798	439	HJ PERTZBORN	SPRINKLER INSPECTION	194135	1	900-55-0011-240	325.00
Total 67798:									
12/16	12/12/2016	67799	1904	HUMPHREY SERVICE PARTS I	JUMP PACK	1130084	1	100-52-2020-352	163.00
12/16	12/12/2016	67799	1904	HUMPHREY SERVICE PARTS I	15 AMBO FILTER	1130125	1	100-52-4040-351	12.95
12/16	12/12/2016	67799	1904	HUMPHREY SERVICE PARTS I	EXTENSION CORD	1130772	1	100-52-2020-395	52.47
Total 67799:									
12/16	12/12/2016	67800	452	HYDRITE CHEMICAL	WATER CHEMICALS	01965410	1	600-57-0040-631	353.25
Total 67800:									
12/16	12/12/2016	67801	1452	JACOBSEN, NATE	UNIFORM ALLOWANCE-JACOBSEN	NJ-112816	1	100-52-1010-346	105.98
Total 67801:									
12/16	12/12/2016	67802	476	JEFFERSON FIRE & SAFETY IN	FIRE HELMET	231958	1	100-52-2020-346	278.00
Total 67802:									
12/16	12/12/2016	67803	485	JP COOKE CO	PET LICENSE TAGS	16686	2	100-51-4141-310	136.80
Total 67803:									
12/16	12/12/2016	67804	2248	KELLN, JACK	PLOWING	JK-120516	1	100-53-3030-340	6.00
Total 67804:									
12/16	12/12/2016	67805	2254	KELLY, LAUREN	MILEAGE	LK-111716	1	100-55-5510-353	66.00
Total 67805:									
12/16	12/12/2016	67806	16340	KENT, HEATHER	PROGRAM SUPPLIES	HK-111616	1	900-55-0011-350	67.89

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12/16	12/12/2016	67806	16340	KENT, HEATHER	PROGRAM SUPPLIES	HK-120116	1	900-55-0011-350	50.60
Total 67806: 118.49									
12/16	12/12/2016	67807	16436	KLAWITTER, JAYDEN	1/30/16 REST FROM TROY HIX	JK-113016	1	100-2645	200.00
Total 67807: 200.00									
12/16	12/12/2016	67808	16364	KWIK TRIP EXTENDED NETWO	FIRE FUEL	BG2339863-	1	100-52-2020-351	641.01
12/16	12/12/2016	67808	16364	KWIK TRIP EXTENDED NETWO	EMS FUEL	BG2339863-	2	100-52-4040-351	304.98
Total 67808: 945.99									
12/16	12/12/2016	67809	537	LAVIN, MELISSA	MILEAGE REIMB	ML-113016	1	100-52-1010-330	99.27
12/16	12/12/2016	67809	537	LAVIN, MELISSA	SUPPLIES	ML-113016	2	100-52-1010-330	33.94
Total 67809: 133.21									
12/16	12/12/2016	67810	2237	MADISON COLLEGE	AEMT CLASS	42600	1	100-52-4040-821	731.80
12/16	12/12/2016	67810	2237	MADISON COLLEGE	AEMT CLASS	CORP-41920	1	100-52-4040-821	731.80
Total 67810: 1,463.60									
12/16	12/12/2016	67811	575	MADISON MET SEWERAGE DIS	MMSD QUARTERLY	IN000012813	1	600-56-0020-820	142,849.48
Total 67811: 142,849.48									
12/16	12/12/2016	67812	606	MCFARLAND FIREFIGHTERS A	HAFLINGERS DONATION	120816	1	100-1624	50.00
Total 67812: 50.00									
12/16	12/12/2016	67813	16439	MCFARLAND FOOD PANTRY	DONATION	MFP-120816	1	100-51-1111-400	2,000.00
Total 67813: 2,000.00									
12/16	12/12/2016	67814	618	MCFARLAND TRUE VALUE	PARK SUPPLIES	95094-11301	1	100-55-6050-345	107.83
12/16	12/12/2016	67814	618	MCFARLAND TRUE VALUE	MC SUPPLIES	95094-11301	2	100-51-8081-340	16.06
12/16	12/12/2016	67814	618	MCFARLAND TRUE VALUE	VEH SUPPLIES	95094-11301	3	100-53-3030-352	22.88
12/16	12/12/2016	67814	618	MCFARLAND TRUE VALUE	UTILITY SUPPLIES	95094-11301	4	600-56-0090-160	76.65

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12/16	12/12/2016	67814	618	MCFARLAND TRUE VALUE	CHRISTMAS LIGHTS	95094-11301	5	100-55-6050-390	107.96
12/16	12/12/2016	67814	618	MCFARLAND TRUE VALUE	SHOP SUPPLIES	95094-11301	6	100-53-3030-350	107.66
12/16	12/12/2016	67814	618	MCFARLAND TRUE VALUE	SIGN SUPPLIES	95094-11301	7	100-53-3030-363	17.64
12/16	12/12/2016	67814	618	MCFARLAND TRUE VALUE	WATER SUPPLIES	95094-11301	8	600-57-0090-160	67.88
12/16	12/12/2016	67814	618	MCFARLAND TRUE VALUE	PUMP HEATER REPAIR	95094-11301	9	100-52-2020-352	7.27
12/16	12/12/2016	67814	618	MCFARLAND TRUE VALUE	SPARK PLUGS	95094-11301	10	100-52-2020-352	19.92
12/16	12/12/2016	67814	618	MCFARLAND TRUE VALUE	SCBA BATTERIES	95094-11301	11	100-52-2020-340	14.99
12/16	12/12/2016	67814	618	MCFARLAND TRUE VALUE	BATTERIES	95094-11301	12	100-52-2020-340	65.94
12/16	12/12/2016	67814	618	MCFARLAND TRUE VALUE	SPARK PLUGS	95094-11301	13	100-52-2020-352	7.18
12/16	12/12/2016	67814	618	MCFARLAND TRUE VALUE	MISC SUPPLIES	95094-11301	14	100-52-1010-340	28.29
Total 67814:									668.15
12/16	12/12/2016	67815	16184	MDROFFERS CONSULTING LL	COMP PLAN UPDATE	20161106	1	500-51-1722-820	10,068.27
Total 67815:									10,068.27
12/16	12/12/2016	67816	640	MGE	STREET LIGHT	13010467-11	1	100-53-3030-222	36.01
12/16	12/12/2016	67816	640	MGE	STREET LIGHT	14096945-11	1	100-53-3030-222	29.16
12/16	12/12/2016	67816	640	MGE	LIFT #2 ELECTRIC	21056320-11	1	600-56-0020-828	48.54
12/16	12/12/2016	67816	640	MGE	LIFT#2 GAS	27667872-11	1	600-56-0020-828	28.26
Total 67816:									141.97
12/16	12/12/2016	67817	2058	MICROMARKETING LLC	AUDIO BOOKS	645132	1	900-55-0011-396	74.99
12/16	12/12/2016	67817	2058	MICROMARKETING LLC	AUDIO BOOKS	645877	1	900-55-0011-396	44.99
12/16	12/12/2016	67817	2058	MICROMARKETING LLC	AUDIO BOOKS	646568	1	900-55-0011-396	32.00
12/16	12/12/2016	67817	2058	MICROMARKETING LLC	AUDIOBOOKS	646668	1	900-55-0011-396	40.00
12/16	12/12/2016	67817	2058	MICROMARKETING LLC	AUDIO BOOKS	646959	1	900-55-0011-396	29.99
Total 67817:									221.97
12/16	12/12/2016	67818	1941	MIDWEST TRAILER SALES	PRESSURE HOSE	1083306-00	1	100-51-8080-240	76.52
12/16	12/12/2016	67818	1941	MIDWEST TRAILER SALES	RESCUE 84 DEF	1083364-00	1	100-52-4040-352	17.36
12/16	12/12/2016	67818	1941	MIDWEST TRAILER SALES	DEF	1083403-00	1	100-52-4040-351	52.08
Total 67818:									145.96
12/16	12/12/2016	67819	660	MILLER, JOHN	CLOTHING ALLOW	JM-112516	1	100-52-1010-346	127.50

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Total 67819:									
12/16	12/12/2016	67820	667	MINNESOTA LIFE INS CO	JAN-17 COVERAGE	002832L-JA	1	100-2157	1,231.17
Total 67820:									
12/16	12/12/2016	67821	1976	MURPHY DESMOND SC	MORGAN RESTITUTION	8025057	1	650-53-3040-211	128.50
12/16	12/12/2016	67821	1976	MURPHY DESMOND SC	GRELL ISSUE	8025058	1	100-2640	62.50
12/16	12/12/2016	67821	1976	MURPHY DESMOND SC	BILL FARWELL PLACE	8025058	3	401-51-0061-210	4,698.35
12/16	12/12/2016	67821	1976	MURPHY DESMOND SC	BILL PEGGY ANDERSON	8025059	1	100-2640	50.00
12/16	12/12/2016	67821	1976	MURPHY DESMOND SC	TID #3	8025059	2	400-51-0061-210	2,540.50
12/16	12/12/2016	67821	1976	MURPHY DESMOND SC	BILL PRESTON PLACE	8025060	1	100-2640	311.10
12/16	12/12/2016	67821	1976	MURPHY DESMOND SC	BILL VERIDIAN	8025061	1	100-2640	645.75
Total 67821:									
12/16	12/12/2016	67822	2082	NASSCO INC	MC SUPPLIES	S2069907.00	1	100-51-8081-340	88.77
12/16	12/12/2016	67822	2082	NASSCO INC	PARK SUPPLIES	S2106044.00	1	100-55-6050-342	22.23
12/16	12/12/2016	67822	2082	NASSCO INC	MC SUPPLIES	S2108585.00	1	100-51-8081-340	86.86
12/16	12/12/2016	67822	2082	NASSCO INC	MC SUPPLIES	S2111898.00	1	100-51-8081-340	75.58
12/16	12/12/2016	67822	2082	NASSCO INC	PW SUPPLIES	S2112434.00	1	100-51-8080-340	113.37
Total 67822:									
12/16	12/12/2016	67823	16321	NEW GLARUS HARDWARE	UNIFORMS	034571	1	100-53-3030-346	191.94
Total 67823:									
12/16	12/12/2016	67824	16433	NIEDENTHAL, PAULA	WATER-REFUND OVERPMT	CN-111516	1	001-1115	64.11
Total 67824:									
12/16	12/12/2016	67825	14226	OLSON, BRIAN	REIMBURSEMENT	BO-110316	1	100-52-2020-340	25.77
Total 67825:									
12/16	12/12/2016	67826	9151	PAGE PRODUCTION	SENIOR NEWS	16-33	1	100-55-5530-211	590.00

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Total 67826:									
12/16	12/12/2016	67827	740	PETERSON, DON	RECOUNT	DP-113016	1	100-51-4142-110	110.00
Total 67827:									
12/16	12/12/2016	67828	756	POMP'S TIRE SERVICE INC	ARGO CHAINS	80121696	1	100-52-2020-352	156.00
Total 67828:									
12/16	12/12/2016	67829	1980	PRAKIS CONSULTING	2017 QUICK CLERK MAIN	20100377	1	100-52-1010-240	500.00
Total 67829:									
12/16	12/12/2016	67830	764	PREMIER PAINT & WALLPAPER	POLICE PAINT	39579	1	100-51-8081-340	51.58
Total 67830:									
12/16	12/12/2016	67831	1245	PROFESSIONAL PEST CONTR	PW PEST CONTROL	278245	1	100-51-8080-340	38.00
12/16	12/12/2016	67831	1245	PROFESSIONAL PEST CONTR	MC PEST CONTROL	278246	1	100-51-8081-340	45.00
Total 67831:									
12/16	12/12/2016	67832	1833	PULSE CHECK PLUS LLC	CPR COURSE - MATERIALS	3984	1	100-52-4040-291	157.50
12/16	12/12/2016	67832	1833	PULSE CHECK PLUS LLC	CPR COURSE - MATERIALS	3986	1	100-52-4040-291	180.00
12/16	12/12/2016	67832	1833	PULSE CHECK PLUS LLC	CPR CARDS	3987	1	100-52-4040-291	7.50
Total 67832:									
12/16	12/12/2016	67833	2122	PURPLE COW ORGANICS	COMPOST APPLICATION	7688	1	100-55-6050-391	10,020.00
Total 67833:									
12/16	12/12/2016	67834	16435	RED ARROW ELECTRIC	RRFB SYSTEM	112816	1	500-53-0030-854	6,800.00
Total 67834:									
12/16	12/12/2016	67835	797	REINDERS INC	CHRISTMAS LIGHTS	2251960-00	1	100-55-6050-390	67.50

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Total 67835:									
12/16	12/12/2016	67836	802	RENNERT'S FIRE EQUIP SRV/IN	VALVE KIT	36191	1	100-52-2020-352	118.30
Total 67836:									
12/16	12/12/2016	67837	863	SHRED-IT USA LLC	POLICE SHREDDING SVC	8121268818	1	100-52-1010-340	63.84
12/16	12/12/2016	67837	863	SHRED-IT USA LLC	EMS SHREDDING SVC	8121268818	2	100-52-2020-340	31.92
12/16	12/12/2016	67837	863	SHRED-IT USA LLC	ADMIN SHREDDING SVC	8121268818	3	100-51-4141-310	31.92
Total 67837:									
12/16	12/12/2016	67838	879	SOUTH CENTRAL LIBRARY SY	OVERDRIVE	16-761	1	900-55-0011-296	4,419.57
Total 67838:									
12/16	12/12/2016	67839	1165	SPRANG, SARA	MILEAGE EXP REIM	SS-112816	1	100-55-5510-330	28.85
Total 67839:									
12/16	12/12/2016	67840	16438	STAPLES CREDIT PLAN	ELECTION SUPPLIES	10666-82126	1	100-51-4142-300	20.03
12/16	12/12/2016	67840	16438	STAPLES CREDIT PLAN	ELECTION SUPPLIES	10666-82126	2	100-51-4142-300	19.37
12/16	12/12/2016	67840	16438	STAPLES CREDIT PLAN	ADMIN SUPPLIES	10666-82126	3	100-51-4141-310	48.80
12/16	12/12/2016	67840	16438	STAPLES CREDIT PLAN	ADMIN SUPPLIES	10666-82126	4	100-51-4141-310	5.05
12/16	12/12/2016	67840	16438	STAPLES CREDIT PLAN	ELECTION SUPPLIES	10666-82126	5	100-51-4142-300	13.69
Total 67840:									
12/16	12/12/2016	67841	1738	STATE OF WI TREASURER	12/16 MONTHLY COURT FEES FOR NOV	154-113016	1	100-4411	1,586.27
Total 67841:									
12/16	12/12/2016	67842	903	STATZ, JACKIE	STATZ-UNIFORM ALLOW	JS-113016	1	100-52-1010-346	75.60
Total 67842:									
12/16	12/12/2016	67843	16384	SUETTINGER, CASSANDRA	MILEAGE & ELECTION SUPPLIES	CS-110716	1	100-51-4142-300	46.93

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Total 67843:									
12/16	12/12/2016	67844	1405	TAPCO	SIGNS	1547457	1	500-52-0010-805	18,091.80
12/16	12/12/2016	67844	1405	TAPCO	SIGNS	1547457	2	500-53-0030-854	5,856.38
Total 67844: 23,948.18									
12/16	12/12/2016	67845	1462	TASC	FSA ADMINISTRATION FEE	IN919202	1	100-51-4195-528	162.96
Total 67845: 162.96									
12/16	12/12/2016	67846	2032	TEN-41	UNIFORMS	402	1	100-52-2020-346	269.95
Total 67846: 269.95									
12/16	12/12/2016	67847	2301	THE SHOP SCREEN PRINTING,	UNIFORMS	1967	1	100-52-2020-346	198.95
12/16	12/12/2016	67847	2301	THE SHOP SCREEN PRINTING,	UNIFORMS	1967	2	100-52-4040-346	198.95
Total 67847: 397.90									
12/16	12/12/2016	67848	958	TOWN & COUNTRY ENGINEER	JUNIPER RIDGE REVISIONS	17158	1	100-2640	1,876.05
12/16	12/12/2016	67848	958	TOWN & COUNTRY ENGINEER	JUNIPER RIDGE PUMP STN/FORCE MAIN	17159	1	600-1800	420.00
12/16	12/12/2016	67848	958	TOWN & COUNTRY ENGINEER	2016 BROADHEAD ST IMPROVEMENTS	17160	1	500-53-0030-850	1,346.50
12/16	12/12/2016	67848	958	TOWN & COUNTRY ENGINEER	LEWIS PARK SHELTER	17161	1	500-55-0050-857	219.75
12/16	12/12/2016	67848	958	TOWN & COUNTRY ENGINEER	2016 SLAMM UPDATE	17162	1	650-53-3040-215	105.00
12/16	12/12/2016	67848	958	TOWN & COUNTRY ENGINEER	PAULSON RD DUPLEXES	17163	1	100-2640	244.75
12/16	12/12/2016	67848	958	TOWN & COUNTRY ENGINEER	WELLHEAD PROTECTION PLAN	17164	1	600-57-0070-923	221.25
Total 67848: 4,433.30									
12/16	12/12/2016	67849	972	TRI COUNTY PAVING INC	SERVICE VLV REPAIR	163780-2	1	600-57-0050-652	950.00
Total 67849: 950.00									
12/16	12/12/2016	67850	1704	UNIQUE MANAGEMENT SERVI	COLLECTION SVCS	435182	1	900-55-0011-215	26.85
Total 67850: 26.85									

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 Check Issue Dates: 12/8/2016 - 12/12/2016

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
12/16	12/12/2016	67851	2270	UNITY POINT HEALTH	BLOODWORK	112716	1	100-52-1010-295	192.00
Total 67851:									192.00
12/16	12/12/2016	67852	992	US CELLULAR	PD PHONE	0165817906	1	100-52-1010-225	622.68
12/16	12/12/2016	67852	992	US CELLULAR	FD PHONE	0165817906	2	100-52-2020-225	64.05
12/16	12/12/2016	67852	992	US CELLULAR	EMS PHONE	0165817906	3	100-52-4040-225	64.05
12/16	12/12/2016	67852	992	US CELLULAR	ADMIN PHONE	0165817906	4	100-51-4141-225	70.94
12/16	12/12/2016	67852	992	US CELLULAR	OUTREACH PHONE	0165817906	5	100-55-5510-225	25.45
12/16	12/12/2016	67852	992	US CELLULAR	PW PHONE	0165817906	6	100-53-3030-225	35.52
12/16	12/12/2016	67852	992	US CELLULAR	WATER PHONE	0165817906	7	600-57-0070-921	36.52
12/16	12/12/2016	67852	992	US CELLULAR	SEWER PHONE	0165817906	8	600-56-0050-851	35.51
12/16	12/12/2016	67852	992	US CELLULAR	INSPECTIONS PHONE	0165817906	9	100-52-7230-225	3.90
Total 67852:									957.62
12/16	12/12/2016	67853	995	USABLUBOOK	LOCATE FLAGS	104333	1	600-57-0090-160	84.01
12/16	12/12/2016	67853	995	USABLUBOOK	LOCATE FLAGS	104333	2	600-56-0090-160	84.01
Total 67853:									168.02
12/16	12/12/2016	67854	1015	VILLAGE OF MCFARLAND	LEWIS PARK SHELTER	113016	1	100-53-3030-499	24.72
12/16	12/12/2016	67854	1015	VILLAGE OF MCFARLAND	LIFT STATION #5	113016	2	600-56-0030-834	41.96
12/16	12/12/2016	67854	1015	VILLAGE OF MCFARLAND	GAZEBO	113016	3	100-53-3030-499	13.91
12/16	12/12/2016	67854	1015	VILLAGE OF MCFARLAND	FLOWER CORNER	113016	4	100-53-3030-499	13.91
12/16	12/12/2016	67854	1015	VILLAGE OF MCFARLAND	MCDANIEL PARK	113016	5	100-53-3030-499	57.17
Total 67854:									151.67
12/16	12/12/2016	67855	16437	WI CHILD WELFARE PROF DVL	BARNIER-TRAINING	11112016-35	1	100-52-1010-330	75.00
Total 67855:									75.00
12/16	12/12/2016	67856	1069	WI EMS ASSOC	WEMSA CONF	151	1	100-52-2020-330	215.00
12/16	12/12/2016	67856	1069	WI EMS ASSOC	WEMSA CONF	37817	1	100-52-2020-330	215.00
Total 67856:									430.00
12/16	12/12/2016	67857	16181	WILS	DATABASE FEES	48077	1	900-55-0011-296	1,324.19

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 67857:									
12/16	12/12/2016	67858	1103	WINGRA STONE CO	WATER MAIN GRAVEL	13037	1	600-57-0050-651	437.47
12/16	12/12/2016	67858	1103	WINGRA STONE CO	SERVICE LATERAL GRAVEL	13037	2	600-57-0050-652	437.46
Total 67858: 874.93									
12/16	12/12/2016	67859	1910	ZURBUCHEN OIL INC	FUEL	210637	1	100-53-3030-351	412.38
Total 67859: 412.38									
12/16	12/08/2016	67860	247	DANE CO TREASURER	12/16 JAIL & SURCHARGES FOR NOV	154-113016	1	100-4411	360.00- V
12/16	12/12/2016	67860	247	DANE CO TREASURER	12/16 JAIL & SURCHARGES FOR NOV	154-113016	1	100-4411	360.00
12/16	12/12/2016	67860	247	DANE CO TREASURER	DOG LICENSE SETTLEMENT	DL-120816	1	100-2433	96.25
12/16	12/08/2016	67860	247	DANE CO TREASURER	DOG LICENSE SETTLEMENT	DL-120816	1	100-2433	96.25- V
Total 67860: .00									
12/16	12/12/2016	67861	247	DANE CO TREASURER	DOG LICENSE SETTLEMENT	DL-120816	1	100-2433	96.25
Total 67861: 96.25									
12/16	12/12/2016	67862	247	DANE CO TREASURER	12/16 JAIL & SURCHARGES FOR NOV	154-113016	1	100-4411	360.00
Total 67862: 360.00									
Grand Totals: 285,916.78									

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
001-1111	.00	.00	.00
001-1115	64.11	.00	64.11
001-2120	.00	64.11-	64.11-
100-1624	6,617.86	.00	6,617.86

VILLAGE OF MCFARLAND
VILLAGE BOARD
Monday, November 28, 2016

1. **CALL TO ORDER.** Village Board President Brad Czebotar called the regular meeting of the McFarland Village Board to order at 7:00 p.m. in the Community Room of the McFarland Municipal Center.
2. **ATTENDANCE ROLL CALL.**
Village Board members present: Trustees Jerry Adrian, Brad Czebotar, Tom Mooney, and Clair Utter.

Staff Present: Village Administrator Matt Schuenke, Village Clerk/Deputy Treasurer Cassandra Suettinger, Community Development Director Pauline Bonness, Public Works Director Allan Coville, Fire/EMS Chief Chris Dennis, Police Chief Craig Sherven, Senior Outreach Services Director Lori Andersen, and Communications and Technology Manager Eric Redding.
3. **PUBLIC HEARING**
 - a. **On the following proposed budget for 2017 and appropriating funds for the general, communications/technology, parks, solid waste, TID #3, TID #4, capital projects, utilities, stormwater utility, debt service, and library funds for the year 2017 and establishing the 2016 payable in 2017 property tax levy for the Village of McFarland, Wisconsin.**
President Czebotar opened the public hearing for comment on the proposed 2017 budget at 7:03 p.m. With no residents wishing to speak, President Czebotar closed the public hearing at 7:04 p.m.
4. **PUBLIC APPERANCE.**
 - a. **Recognition of Carson Lehnherr for assistance with a resident who required medical attention.**
Volunteer Coordinator Lauren Kelly recognized Carson Lehnherr for assistance with a resident who required medical attention. She noted if Mr. Lehnherr had not gone above and beyond, that resident may very well have faced additional consequences. Ms. Kelly will be providing him with a certificate of recognition along with a gift certificate donated from Culver's.
 - b. **Presentation from Volunteer Coordinator Lauren Kelly.**
Volunteer Coordinator Lauren Kelly appeared to provide an update on her position. The position was hired in February of 2016 at 2.5 hours a week. She noted Community Service day is a priority and this year's event was very successful. She also provided an update on one of the key goals of her position, updating the volunteer database. They will be working on revision of volunteer policies and procedures through the Volunteer Committee.
5. **PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS.**
 - a. **Public Announcement**
 - (1) **Begin alternate side winter parking regulations – December 1**
 - (2) **Notice of Spring Election - circulation of nomination papers for Village President and Trustees begins December 1st**

- (3) **Christmas in the Village – December 3rd**
- (4) **Shop with a Cop – December 4th**
- (5) **McFarland Police Department Open House – December 10th from 9 a.m. to 12 p.m.**

b. Public Communications

- (1) **Update on CARPC fees for review in the urban service area.**

6. CONSENT AGENDA.

- a. Motion to approve pre-paid check #67607-67617 in the amount of \$30,843.32 and current checks #67618-67753 in the amount of \$86,701.04.**
- b. Motion to approve the minutes of the November 10, 2016 Special Village Board meeting.**
- c. Motion to approve the minutes of the November 14, 2016 Village Board meeting.**

Motion by President Czebotar, second by Trustee Adrian, to approve the consent agenda. Motion carries 5-0 by acclamation with Trustee Brassington abstaining on item b.

7. BUSINESS.

- a. Discussion and possible action on Ordinance 2016-09: an ordinance approving the budgets and appropriating funds for the general, communications/technology, parks, solid waste, TID #3, TID #4, capital projects, utilities, stormwater utility, debt service, and library funds for the year 2017 and establishing the 2016 payable in 2017 property tax levy for the Village of McFarland, Wisconsin.**

Motion by President Czebotar, second by Trustee Adrian, to approve Ordinance 2016-09: an ordinance approving the budgets and appropriating funds for the general, communications/technology, parks, solid waste, TID #3, TID #4, capital projects, utilities, stormwater utility, debt service, and library funds for the year 2017 and establishing the 2016 payable in 2017 property tax levy for the Village of McFarland, Wisconsin. Motion carries 4-1 by acclamation with Trustee Utter voting nay.

b. PARKS, RECREATION & NATURAL RESOURCE COMMITTEE

- 1) Discussion and possible action on Lewis Park shelter operation policy.**

Trustee Utter reported the PRNR committee is still working on a policy for use of the parks. Once the policy is complete it will be brought to the Village Board for approval.

c. PLAN COMMISSION

- 1) Discussion and possible action on a 2-Lot Certified Survey Map (CSM), and acceptance of additional road right-of-way 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.**

Motion by President Czebotar, second by Trustee Adrian, to approve a 2-Lot Certified Survey Map (CSM), and acceptance of additional road right-of-way 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. Motion carries 4-1 with Trustee Utter voting nay.

2) Discussion and possible action regarding a Development Agreement with the Spanrie Property Group for a multi-family development located at 5401 Paulson Road.

Item will be postponed to December 12th Village Board meeting.

d. Discussion and possible action on ordinance 2016-10: an ordinance accepting the terms of detachment from the City of Madison and to the Village of McFarland.

Motion by President Czebotar, second by Trustee Utter, to approve ordinance 2016-10: an ordinance accepting the terms of detachment from the City of Madison and to the Village of McFarland. Motion carries 5-0 by acclamation.

e. Discussion and possible action on agreement regarding Holscher Road.

As part of phase II of the Juniper Ridge development agreement, the developer is required to obtain additional road right-of-way on Holscher Road. The initial phase did not contain all of the road right-of-way necessary for the development. The Village is party to the agreement due to the improvement standards.

Motion by President Czebotar, second by Trustee Mooney, to approve the agreement regarding Holscher Road. Motion carries 4-1 by acclamation with Trustee Utter voting nay.

f. Discussion and possible action on resolution 2016:11: a resolution widening Holscher Road in the Village of McFarland.

Motion by President Czebotar, second by Trustee Mooney, to approve resolution 2016:11: a resolution widening Holscher Road in the Village of McFarland. Motion carries 4-1 with Trustee Utter voting nay.

g. Authority, Board, Commission, and Committee agenda item requests, referrals, and updates.

No referrals.

8. ADJOURNMENT.

Motion by Trustee Adrian, second by Trustee Mooney, to adjourn at 8:02 p.m. Motion carries 5-0 by acclamation.

Respectfully Submitted by,
Cassandra Suettinger, Village Clerk/Deputy Treasurer

Village of McFarland

BUSINESS

December 12, 2016

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: 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 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 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 one phase 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, 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. Developer shall comply fully with any and all provisions of the Village Ordinances whether or not specifically addressed in this Agreement. Developer and the Village hereby agree as follows:

A. Private Streets, Storm Sewer, Sidewalks

- i. Developer shall install private streets in accordance with Exhibit B.
- ii. Construction plans have been presented to and approved by the Village.

B. Street Lights and Street Signs.

- i. Developer shall install street signs within the Property according to existing Village plans and specifications.
- 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. 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. 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. Developer shall construct, install, furnish and provide storm water management in conformity with the Stormwater Management Plan, attached as Exhibit B. At or prior to the execution of this Agreement, Developer shall execute and record in the office of the Dane County Register of Deeds the 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. Developer shall provide utility easements, construct, install and furnish a complete sewerage system, including private 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. The cost of construction of the private sewerage system shall be paid by Developer.

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

F. Water Main Plans and Specifications

i. 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. The cost of construction of the public water system shall be paid by Developer.

G. Street Trees and Landscaping

i. Streets trees, to be approved by the Village Public Works Director, are being provided by the Developer 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 Agreement.

ii. 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. 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 (“Acceptance”).

ii. The Village shall provide timely written notice to Developer if any inspection reveals that a public improvement does not conform to the Village’s adopted standards and specifications or is otherwise defective. 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 an immediate health, public interest or safety threat. Developer shall have no obligation to correct defects in

or failure of any 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. The Village shall provide Developer with a monthly accounting of all costs incurred as a result of this Section 2.

B. 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 Agreement.

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

Section 3. Guarantee. 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 by the Village as herein provided (the "Guarantee Period"), and shall pay for any damages resulting therefrom to Village property.

Section 4. Method of Improvement. 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 the Effective Date. 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 the Effective Date.

Section 5. As-Built Drawings. 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. Developer shall pay the Village Park Fee in Lieu of Land Dedication in the amount of \$90,530 prior to the execution of this 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 this Agreement.

Section 8. 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 9 Surety.

A. Developer agrees to furnish the Village, on or before the Effective Date, with surety in the form of an irrevocable letter of credit or other such form as deemed acceptable by the Village in the amount of \$118,000 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 Developer is in default under this Agreement; or iii) the original letter of credit.

B. As work progresses on installation of improvements constructed as part of this Agreement, the Village Engineer, upon written request from 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 Developer and determined acceptable of the Village Engineer, the Village President is authorized, upon submission of lien waivers by 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 Developer and determination by the Village that 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.

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

Section 10. Miscellaneous.

A. Successors. The terms and conditions of 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 Developer within 30 business days in the office of the Register of Deeds of Dane County, State of Wisconsin for the sole purpose of providing notice of the existence and general terms of this Agreement. Developer shall provide the Village with the recording information pertaining to such affidavit or memorandum.

C. 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. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall be construed to limit the Village's sovereign and statutory powers to levy impact, municipal and similar fees, nor relieve Developer of liability for any such fees related to the Development.

[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

Part of the Southeast ¼ of the Southwest ¼ of Section 34, Township 7 North, Range 10 East, in the Village of McFarland, Dane County, Wisconsin, more particularly described as follows: Beginning at the city monument at the South ¼ corner of said Section 34; thence North 1°55'49" West along the North-South ¼ line, 509.91 feet; thence South 88°04'11" West, 319.64 feet to the Easterly line of a proposed road; thence South 1°55'49" East 332.04 feet along said Easterly line and said line extended Southerly to the Northeasterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railway right-of-way; thence South 41°34'20" East, 226.55 feet to the South line of said Section 34; thence North 88°26'00" East along said South line 173.20 feet to the point of beginning of this description, EXCEPTING THEREFROM those lands conveyed to the Village of McFarland as set forth in the Quit Claim Deed recorded in Vol. 990 of Records, Page 368 as Document No. 1590389.

For informational purposes only
Property Address: 5401 Paulson Road, McFarland, WI 53558
Tax Key No.: 154-0710-343-9870-1

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**

4848-9835-3981, v. 1

RESOLUTION 2016-12

RESOLUTION APPROVING GRANT OF WATER MAIN EASEMENT AND ACCESS EASEMENT RELATING TO PRESTON PLACE PROPERTIES LLC

WHEREAS, the Village of McFarland, Dane County, Wisconsin (the "Village") owns a parcel of land that it acquired in 1996 originally for the purpose of potentially straightening Paulson Road in the Village; and

WHEREAS, this property has a parcel number of 154/0710-343-9855-0 (the "Property"); and

WHEREAS, Preston Place Properties LLC has acquired real estate to the east of the Property and desires to utilize a portion of the Property for the placement of underground water utility services as well as to utilize public access across the Property as one of the two entrances from the property owned by Preston Place Properties, LLC; and

WHEREAS, the Village of McFarland is willing to grant the underground water service easement across and under the Property in the form attached hereto as Exhibit "1;" and

WHEREAS, the Village is willing to grant the access easement across the Property in the form attached hereto as Exhibit "2;" and

WHEREAS, the Village has no current plans to utilize the property for any other purpose; and

WHEREAS, for the reasons specified, the grant of these easements at this time by the Village of McFarland is in the public interest;

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of McFarland, Dane County, Wisconsin as follows:

1. The grant of an easement for underground public water service over lands owned by the Village in the form attached hereto as Exhibit "1" is hereby accepted and approved, effective upon approval of a Development Agreement for Preston Place Properties LLC's parcel lying immediately easterly of the Property.

2. The grant of an access easement over lands owned by the Village in the form attached hereto as Exhibit "2" is hereby accepted and approved, effective upon approval of a Development Agreement for Preston Place Properties LLC's parcel lying immediately easterly of the Property.

3. The Village hereby accepts the maintenance responsibilities of an easement for underground public water service owned by Preston Place Properties in the form attached hereto as Exhibit "3" in the same format as likewise effective upon approval.

The above and foregoing Resolution was duly adopted by the Village Board at a regular meeting held on _____, 2016.

VILLAGE OF McFARLAND, WISCONSIN

By: _____
Brad Czebotar, President

By: _____
Cassandra Suettinger, Clerk

RESOLUTION 2016-12

MOTION **SECONDED**

ACTION **DATE**

Adopted
Referred
Tabled
Withdrawn
Defeated
Published

INDIVIDUAL VOTING RECORD

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Kolk	

VOTING RESULTS

Motion
Carried:
Motion
Defeated:

**WATER MAIN
EASEMENT
AGREEMENT**

Document Number

Document Title

This Water Main 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 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

See Exhibits A & B
Parcel Identification Number

2. Maintenance, Repair and Replacement. Grantor shall, at Grantor's sole cost and expense, install the Facilities, in compliance with all ordinances, regulations, and other laws and requirements imposed by any governmental authority having jurisdiction. Grantee shall, at Grantee's sole cost and expense, 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

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. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 ¼ of the Southwest ¼ of Section 34, Township 7 North, Range 10 East, in the Village of McFarland, Dane County, Wisconsin, more particularly described as follows: Beginning at the city monument at the South ¼ corner of said Section 34; thence North 1°55'49" West along the North-South ¼ line, 509.91 feet; thence South 88°04'11" West, 319.64 feet to the Easterly line of a proposed road; thence South 1°55'49" East 332.04 feet along said Easterly line and said line extended Southerly to the Northeasterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railway right-of-way; thence South 41°34'20" East, 226.55 feet to the South line of said Section 34; thence North 88°26'00" East along said South line 173.20 feet to the point of beginning of this description, EXCEPTING THEREFROM those lands conveyed to the Village of McFarland as set forth in the Quit Claim Deed recorded in Vol. 990 of Records, Page 368 as Document No. 1590389.

For informational purposes only

Property Address: 5401 Paulson Road, McFarland, WI 53558

Tax Key No.: 154-0710-343-9870-1

EXHIBIT B

Grantee Property

Lot 2, Certified Survey Map 1188, recorded on June 28, 1973, in Vol. 5 of Certified Survey Maps, page 78, as Document No. 1369790, located in the Village of McFarland, Dane County, Wisconsin.

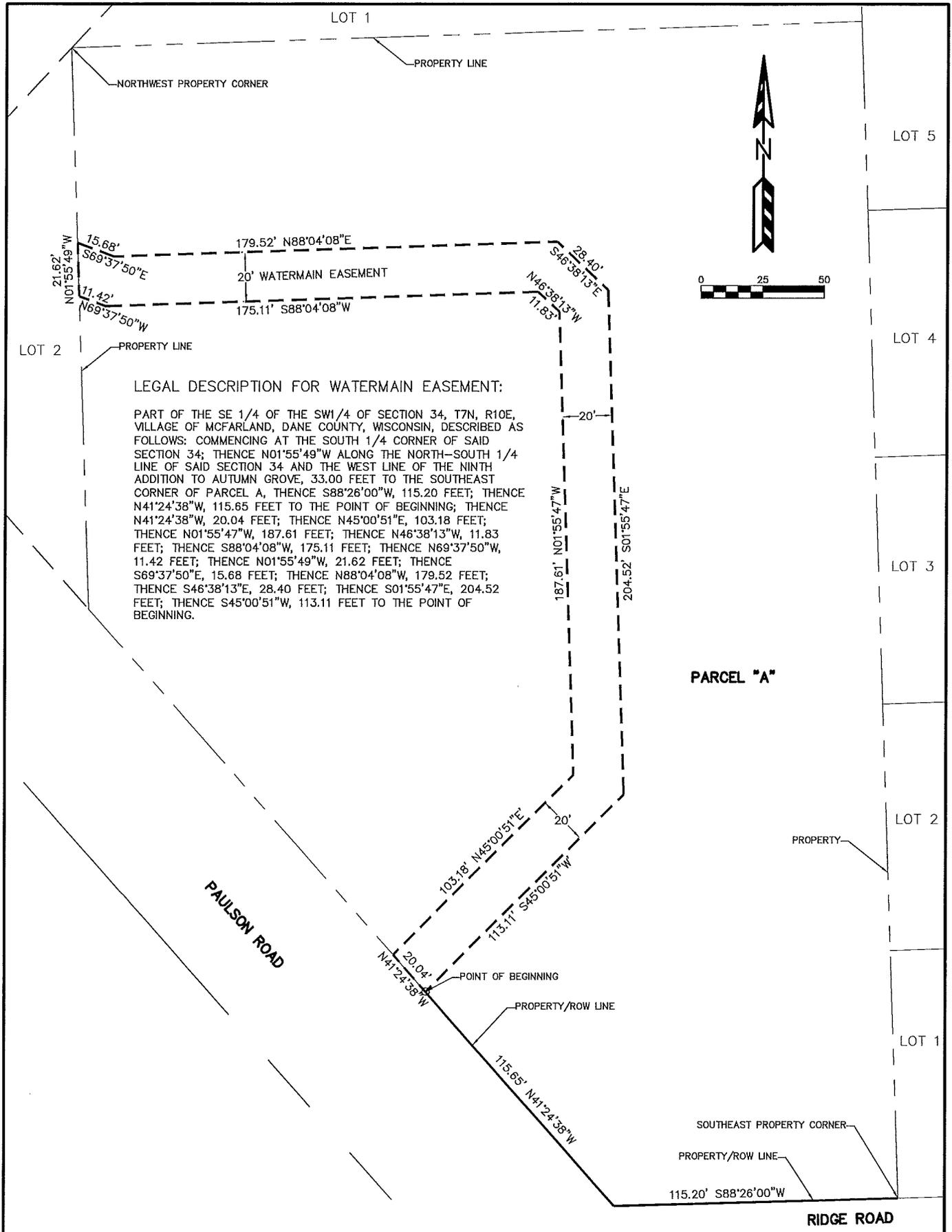
Parcel No: 154/0710-343-9855-0

EXHIBIT C

Easement Area

See attached.

QUAM ENGINEERING, LLC 4604 Siggelkow Road, Suite A, McFarland, WI 53558 (608) 838-7750 (SF-12-16) 11-18-16



	ACCESS EASEMENT AGREEMENT
Document Number	Document Title

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 B** 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”).

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”).

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

See Exhibits A & B
Parcel Identification Numbers

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. Indemnification. 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. 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. PPP takes subject to all recorded restrictions, easements, and encumbrances on the Easement Area.

9. 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@reinhardtllaw.com

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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

Lot 2, Certified Survey Map 1188, recorded on June 28, 1973, in Vol. 5 of Certified Survey Maps, page 78, as Document No. 1369790, located in the Village of McFarland, Dane County, Wisconsin.

Parcel No: 154/0710-343-9855-0

EXHIBIT B

PPP Parcel

Part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 34, Township 7 North, Range 10 East, in the Village of McFarland, Dane County, Wisconsin, more particularly described as follows: Beginning at the city monument at the South $\frac{1}{4}$ corner of said Section 34; thence North $1^{\circ}55'49''$ West along the North-South $\frac{1}{4}$ line, 509.91 feet; thence South $88^{\circ}04'11''$ West, 319.64 feet to the Easterly line of a proposed road; thence South $1^{\circ}55'49''$ East 332.04 feet along said Easterly line and said line extended Southerly to the Northeasterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railway right-of-way; thence South $41^{\circ}34'20''$ East, 226.55 feet to the South line of said Section 34; thence North $88^{\circ}26'00''$ East along said South line 173.20 feet to the point of beginning of this description, EXCEPTING THEREFROM those lands conveyed to the Village of McFarland as set forth in the Quit Claim Deed recorded in Vol. 990 of Records, Page 368 as Document No. 1590389.

For informational purposes only

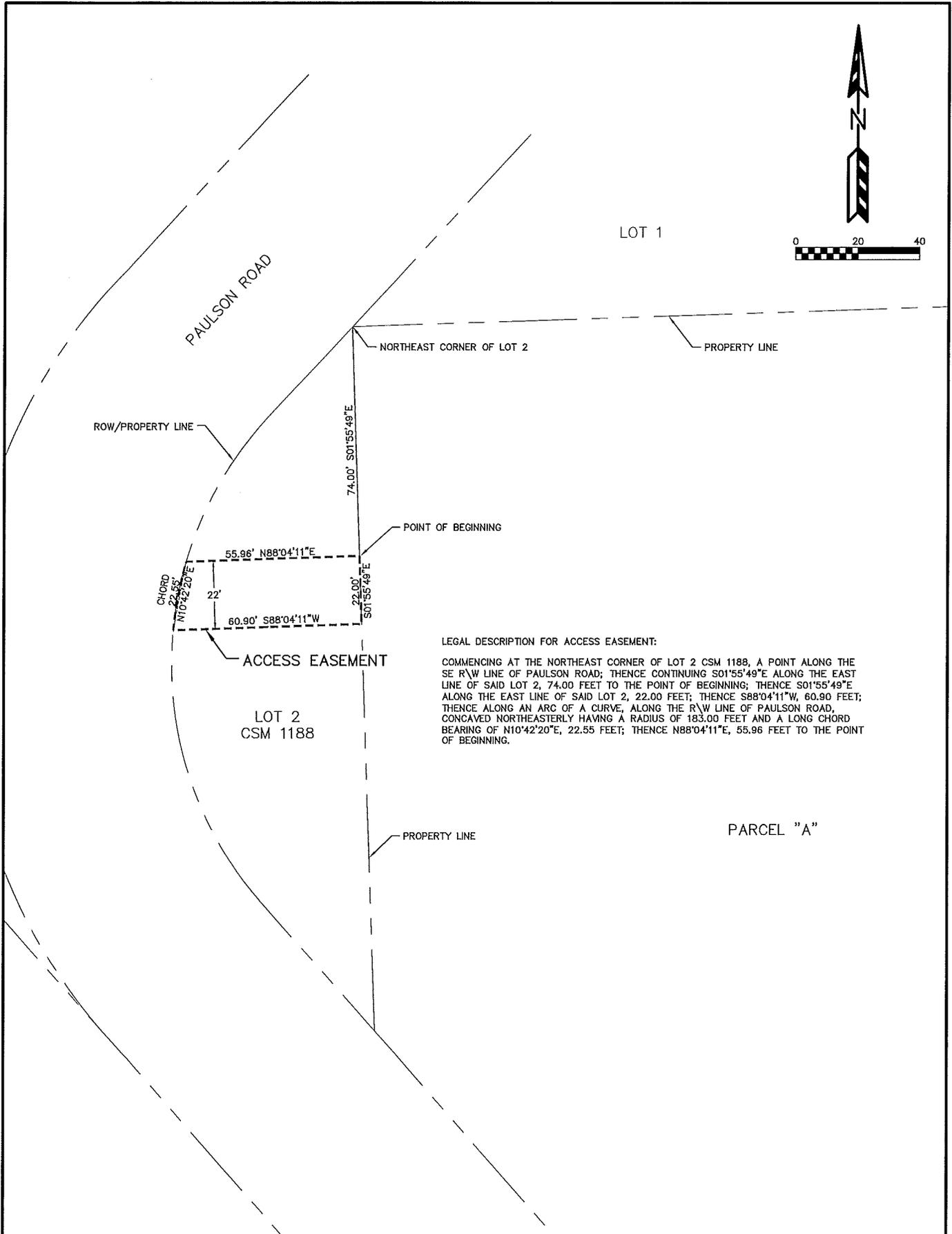
Property Address: 5401 Paulson Road, McFarland, WI 53558

Tax Key No.: 154-0710-343-9870-1

EXHIBIT C

Description and Depiction of the Easement Area

See attached



LEGAL DESCRIPTION FOR ACCESS EASEMENT:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 CSM 1188, A POINT ALONG THE SE R/W LINE OF PAULSON ROAD; THENCE CONTINUING S01°55'49"E ALONG THE EAST LINE OF SAID LOT 2, 74.00 FEET TO THE POINT OF BEGINNING; THENCE S01°55'49"E ALONG THE EAST LINE OF SAID LOT 2, 22.00 FEET; THENCE S88°04'11"W, 60.90 FEET; THENCE ALONG AN ARC OF A CURVE, ALONG THE R/W LINE OF PAULSON ROAD, CONCAVED NORTHEASTERLY HAVING A RADIUS OF 183.00 FEET AND A LONG CHORD BEARING OF N10°42'20"E, 22.55 FEET; THENCE N88°04'11"E, 55.96 FEET TO THE POINT OF BEGINNING.

**WATER MAIN
EASEMENT
AGREEMENT**

Document Number

Document Title

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

2. Maintenance, Repair and Replacement. Grantee shall, at Grantee's sole cost and expense, install the Facilities, in compliance with all ordinances, regulations, and other laws and

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

See Exhibits A & B
Parcel Identification Number

requirements imposed by any governmental authority having jurisdiction. Grantor shall, at Grantor's sole cost and expense, 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, Grantee may attempt to cure the emergency maintenance situation and shall be reimbursed by Grantor for one hundred ten percent (110%) of the reasonable, actual costs incurred in so doing, provided that Grantee shall make a reasonable effort to notify Grantor 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 Grantor, Grantor 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 Grantee 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: 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 Grantee: 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

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. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 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: _____

[signatures and acknowledgements continue on next page]

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: _____

EXHIBIT A

Grantor Property

Lot 2, Certified Survey Map 1188, recorded on June 28, 1973, in Vol. 5 of Certified Survey Maps, page 78, as Document No. 1369790, located in the Village of McFarland, Dane County, Wisconsin.

Parcel No: 154/0710-343-9855-0

EXHIBIT B

Grantee Property

Part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 34, Township 7 North, Range 10 East, in the Village of McFarland, Dane County, Wisconsin, more particularly described as follows: Beginning at the city monument at the South $\frac{1}{4}$ corner of said Section 34; thence North $1^{\circ}55'49''$ West along the North-South $\frac{1}{4}$ line, 509.91 feet; thence South $88^{\circ}04'11''$ West, 319.64 feet to the Easterly line of a proposed road; thence South $1^{\circ}55'49''$ East 332.04 feet along said Easterly line and said line extended Southerly to the Northeasterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railway right-of-way; thence South $41^{\circ}34'20''$ East, 226.55 feet to the South line of said Section 34; thence North $88^{\circ}26'00''$ East along said South line 173.20 feet to the point of beginning of this description, EXCEPTING THEREFROM those lands conveyed to the Village of McFarland as set forth in the Quit Claim Deed recorded in Vol. 990 of Records, Page 368 as Document No. 1590389.

For informational purposes only

Property Address: 5401 Paulson Road, McFarland, WI 53558

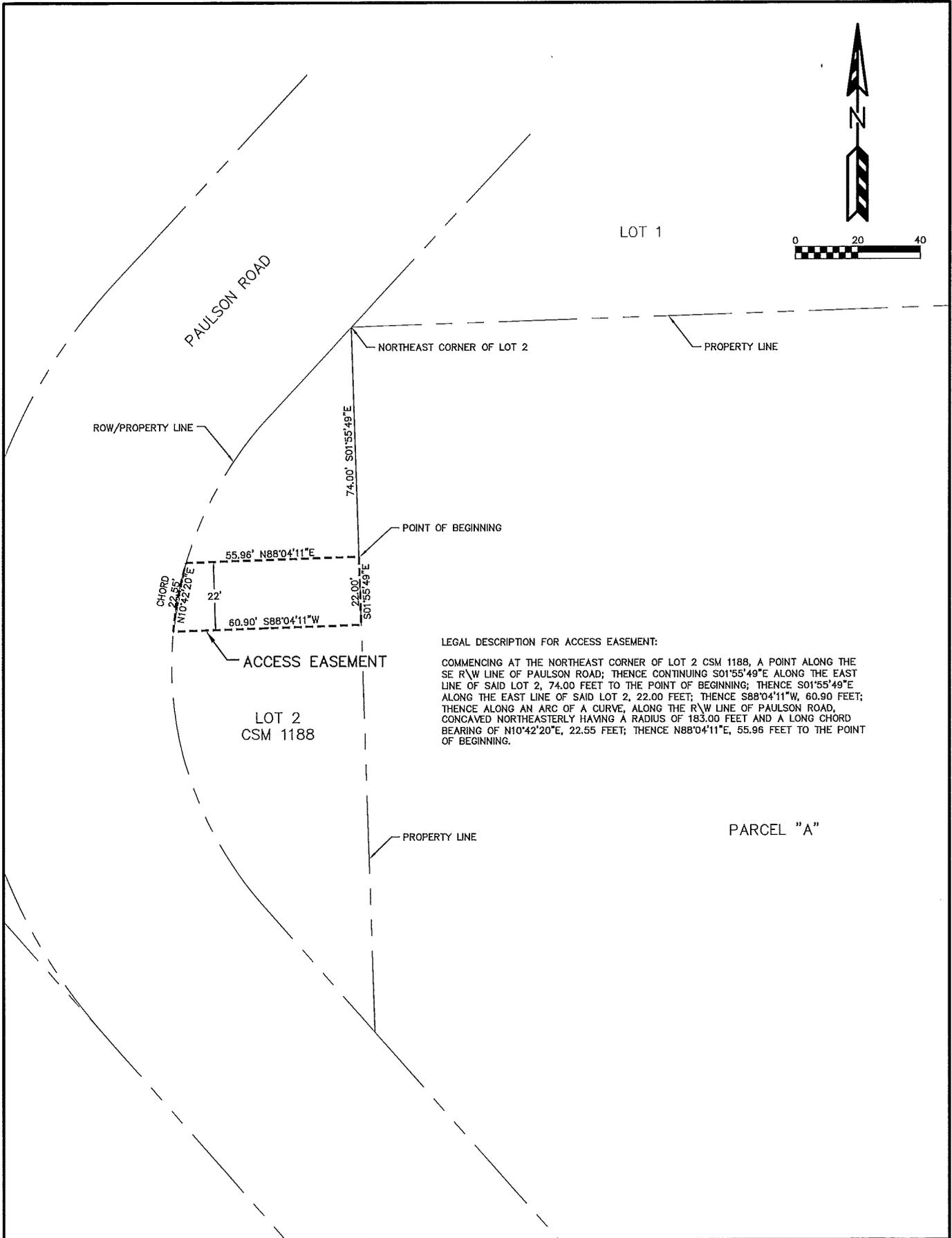
Tax Key No.: 154-0710-343-9870-1

EXHIBIT C

Easement Area

Shown as "Access Easement" on the attached.

QUAM ENGINEERING, LLC 4604 Siggelkow Road, Suite A, McFarland, WI 53558 (608) 838-7750 (SP-12-16) 12-6-16



LEGAL DESCRIPTION FOR ACCESS EASEMENT:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 CSM 1188, A POINT ALONG THE SE R/W LINE OF PAULSON ROAD; THENCE CONTINUING S01°55'49"E ALONG THE EAST LINE OF SAID LOT 2, 74.00 FEET TO THE POINT OF BEGINNING; THENCE S01°55'49"E ALONG THE EAST LINE OF SAID LOT 2, 22.00 FEET; THENCE S88°04'11"W, 60.90 FEET; THENCE ALONG AN ARC OF A CURVE, ALONG THE R/W LINE OF PAULSON ROAD, CONCAVED NORTHEASTERLY HAVING A RADIUS OF 183.00 FEET AND A LONG CHORD BEARING OF N10°42'20"E, 22.55 FEET; THENCE N88°04'11"E, 55.96 FEET TO THE POINT OF BEGINNING.

ORDINANCE NO. 2016-12

AN ORDINANCE TO MEMORIALIZE THE SOLID WASTE ANNUAL CHARGES

Purpose: While the Village implemented a special charge for solid waste services over the years, the Village Board has not expressly approved this charge in the form of an ordinance and included within its Fee Schedule. This ordinance will memorialize the Village’s existing process including a line item within the standard Fee Schedule listed within Appendix A of the Code.

Sponsor: Village Administrator/Treasurer Schuenke

Recommended Referral: None required.

Public Hearing: None required.

The Village of Board of the Village of McFarland, Dane County, Wisconsin do hereby ordain as follows:

Section 50-5 of the McFarland Municipal Code is hereby created to read as follows:

“Sec. 50-5. Solid Waste Charges. A user fee shall be charged by the Village as a special charge pursuant to Wis. Stats. §66.0627 for recovery of a portion of the solid waste pick up charges for each residential unit in the Village, but excluding multifamily dwellings as defined in Section 50-2. The annual fee will be established by the Village Board from time to time and provided in Appendix A to this Code.”

The above and foregoing Ordinance was duly adopted at a regular meeting of the McFarland Village Board on the 12th day of December, 2016.

APPROVED:

Brad Czebotar, Village President

ATTEST:

Cassandra Suettinger, Clerk

ORDINANCE 2016 – __	
MOTION	SECOND
ACTION	
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL	
VOTING RECORD	
Adrian	Lytle
Brassington	Mooney
Czebotar	Utter, C
Kolk	
VOTING	
RESULTS	
Motion Carried:	
Motion Defeated:	

ORDINANCE NO. 2016-13

AN ORDINANCE TO REPEAL APPENDIX A OF THE VILLAGE CODE OF ORDINANCES CONCERNING FEES AND TO CREATE APPENDIX A OF THE VILLAGE CODE OF ORDINANCES CONCERNING THE FEE SCHEDULE

Purpose: Annually the Village Board shall review and adjust certain fees for service established within the Code of Ordinances.

Sponsor: Village Administrator/Treasurer Schuenke

Recommended Referral: None required.

Public Hearing: None required.

The Village of Board of the Village of McFarland, Dane County, Wisconsin do hereby ordain as follows:

1. Appendix A of the Village of McFarland Code of Ordinances, FEES, last enacted on December 28, 2015 is hereby repealed in its entirety and of no further legal effect.
2. Appendix A of the Village of McFarland Code of Ordinances, FEE SCHEDULE, a true and correct version attached hereto as Exhibit A and incorporated by reference, is hereby adopted in its entirety.
3. Effective Date. The effective date of this Ordinance shall be upon passage and posting as of January 1, 2017.

The above and foregoing Ordinance was duly adopted at a regular meeting of the McFarland Village Board on the 12th day of December, 2016.

APPROVED:

Brad Czebotar, Village President

ATTEST:

Cassandra Suettinger, Clerk

ORDINANCE 2016 - __	
MOTION	SECOND
ACTION	
DATE	
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Adrian	Lytle
Brassington	Mooney
Czebotar	Utter, C
Kolk	
VOTING RESULTS	
Motion Carried:	
Motion Defeated:	

Section	Description	January 1, 2017
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CHAPTER 2—ADMINISTRATION

<u>2-875(f)</u>	Public records per-page fee for copies, certified or otherwise, of any document	\$0.25
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CHAPTER 5—ANIMALS

<u>5-43</u>	Dog and cat licenses:	
	Neutered male dog or cat/spayed female dog or cat	\$13.00
	Unneutered male dog or cat/unspayed female dog or cat	\$18.00
<u>5-48(a)</u>	Kennel license (per year)	\$100.00 (up to 12) plus \$3.00 each additional animal over 12
<u>5-49</u>	Late fee	\$5.00

CHAPTER 8—BUILDINGS AND BUILDING REGULATIONS

<u>8-208</u>	Permit for razing buildings	\$100.00/Residential; \$150.00/Commercial
<u>8-281</u>	Application for a permit to transfer, place or dump solid fill Additional fee per truck	\$50.00 \$10.00
<u>8-341(a)</u>	Fee for permit to move building or structure along public right- Additional fee for building remaining on public highway (per day)	\$50.00 \$10.00
<u>8-368(a)</u>	Permit to construct a fence	\$50.00
<u>8-401</u>	Building permit fee to construct, erect, or alter a swimming pool—based on value:	
	\$0.00—\$1,000.00	\$50.00
	\$1,000.00—\$25,000.00	\$50.00 + \$11.00 per \$1,000.00
	over \$25,000.00	\$325.00 + \$5.00 per \$1,000.00 over \$25,000.00
<u>8-463(b)</u>	Public water impact fee (size of meter):	
	5/8-inch	\$650.00
	3/4-inch	\$650.00
	1-inch	\$1,625.00
	1¼-inch	\$2,405.00
	1½-inch	\$3,251.00
	2-inch	\$5,201.00
	3-inch	\$9,752.00
	4-inch	\$16,253.00
	6-inch and above	\$32,507.00

Section	Description	January 1, 2017
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CHAPTER 8—BUILDINGS AND BUILDING REGULATIONS (continued)

<u>8-463(c)</u>	Public water impact fee, April 1, 1998—September 30, 1998:	
	Size of meter	
	5/8-inch	\$175.00
	3/4-inch	\$175.00
	1-inch	\$438.00
	1¼-inch	\$648.00
	1½-inch	\$875.00
	2-inch	\$1,400.00
	3-inch	\$2,625.00
	4-inch	\$4,375.00
	6-inch and above	\$8,750.00
<u>8-463(c)</u>	Public water impact fee, October 1, 1998—March 31, 1999:	
	Size of meter	
	5/8-inch	\$350.00
	3/4-inch	\$350.00
	1-inch	\$875.00
	1¼-inch	\$1,296.00
	1½-inch	\$1,750.00
	2-inch	\$2,800.00
	3-inch	\$5,250.00
	4-inch	\$8,750.00
	6-inch and above	\$17,500.00
<u>8-464(b)</u>	Park improvement impact fee:	
	Type of development	
	Single-family	\$731.47
	Multifamily	\$443.93
<u>8-465(b)</u>	Public library impact fee:	
	Type of development:	
	Single-family	\$710.00
	Two-family, multifamily	\$431.00
<u>8-487(b)(1)</u>	Sign permit fee	\$50.00 + \$2.00/sq. ft.
<u>8-522</u>	Building permit fees:	
	New buildings—residential:	
	Per square foot of building	\$0.15, min \$125.00
	Certified municipal plan review	\$50.00
	Early start permit	\$150.00

Section	Description	January 1, 2017
<u>CHAPTER 8—BUILDINGS AND BUILDING REGULATIONS (continued)</u>		
8-522	Building permit fees (continued):	
	New buildings—commercial:	
	Per square foot of building	\$0.18 min, \$125.00
	Certified municipal plan review: Building plan	\$100.00
	Plan entry fee	\$100.00 + sq. ft. fee below
	Less than 2,500 sf	\$250.00
	2,501—5,000 sf	\$300.00
	5,001—10,000 sf	\$500.00
	10,001—20,000 sf	\$700.00
	20,001—30,000 sf	\$1,100.00
	30,001—40,000 sf	\$1,400.00
	40,001—50,000 sf	\$1,900.00
	50,001—75,000 sf	\$2,600.00
	75,001—100,000 sf	\$3,300.00
	100,001—200,000 sf	\$5,400.00
	200,001—300,000 sf	\$9,500.00
	300,001—400,000 sf	\$14,000.00
	400,001—500,000 sf	\$16,700.00
	Over 500,000 sf	\$18,000.00
	Certified municipal plan review: HVAC plan	
	Plan entry fee	\$100.00 + sq. ft. fee below
	Less than 2,500 sf	\$150.00
	2,501—5,000 sf	\$200.00
	5,001—10,000 sf	\$300.00
	10,001—20,000 sf	\$400.00
	20,001—30,000 sf	\$500.00
	30,001—40,000 sf	\$800.00
	40,001—50,000 sf	\$1,100.00
	50,001—75,000 sf	\$1,400.00
	75,001—100,000 sf	\$2,000.00
	100,001—200,000 sf	\$2,600.00
	200,001—300,000 sf	\$6,100.00
	300,001—400,000 sf	\$8,800.00
	400,001—500,000 sf	\$10,800.00
	Over 500,000 sf	\$12,100.00
	Early start permit	\$250.00

Section	Description	January 1, 2017								
<u>CHAPTER 8—BUILDINGS AND BUILDING REGULATIONS (continued)</u>										
<u>8-522</u>	Building permit fees (continued):									
	Repair work, additions or alterations to \$0.00 to \$1,000.00 \$1,000.00—\$25,000.00 over \$25,000.00	\$40.00 \$50.00 + \$11.00 per \$1,000.00 \$325.00 + \$5.00 per \$1,000.00 over \$25,000.00								
	Fire escapes	\$50.00								
	Reroofing, re-siding and windows: First \$500.00 or less Additional fee per \$1,000.00 of value or	\$50.00 \$0.05								
	Installation of elevator	\$50.00								
	New, replacement or relocation of fuel oil and gasoline storage 550 gallons or less 551 gallons to 10,050 gallon capacity Above 10,051 gallon capacity Plus per additional 1,000 gallon capacity or	\$50.00 \$10.00 \$10.00 \$0.05								
	Canopies, per square foot of surface: Minimum fee Awnings, for each individually supported	\$0.10 \$50.00 \$50.00								
	Reinspection permit	\$50.00								
	New construction UDC seal	\$50.00								
<u>8-581</u>	Plumbing permit fee—Residential Plus per square foot of	\$50.00 \$0.05								
	Sewer and water laterals (per lateral) & Storm water pipe: Commercial	\$60.00 \$50. + \$0.10/ft. of pipe								
	Plumbing permit fee—commercial Per Square Ft. <table style="margin-left: 20px;"> <tr><td>Group I building</td><td>\$0.05</td></tr> <tr><td>Group II building</td><td>\$0.08</td></tr> <tr><td>Group III building</td><td>\$0.10</td></tr> <tr><td>Group IV building</td><td>\$0.04</td></tr> </table>	Group I building	\$0.05	Group II building	\$0.08	Group III building	\$0.10	Group IV building	\$0.04	\$50.00 \$0.05 \$0.08 \$0.10 \$0.04
Group I building	\$0.05									
Group II building	\$0.08									
Group III building	\$0.10									
Group IV building	\$0.04									
	Addition or replacement of plumbing fixtures to existing Plus per fixture	\$50.00 \$7.00								
	Red tag or reinspection fee	\$50.00								

Section	Description	January 1, 2017
<u>CHAPTER 8—BUILDINGS AND BUILDING REGULATIONS (continued)</u>		
<u>8-616</u>	HVAC permit fee—Basic HVAC permit	\$50.00
	HVAC permit fee—Fireplace or wood stove	\$50.00
	Plus per square foot—Residential	\$0.05
	Building class fee (per square foot)—Commercial:	
	Group I building	\$0.05
	Group II building	\$0.08
	Group III building	\$0.10
	Group IV building	\$0.04
	Replacement of air conditioning—Commercial	\$75.00
	Replacement of furnace—Commercial	\$75.00
	Replacement of air conditioning—Residential	\$50.00
	Replacement of furnace—Residential	\$50.00
	Addition of A/C to existing structure	\$75.00
	Alterations/additions	\$50.00 + \$5.00 per \$1,000.00
	Red tag or reinspection fee	\$50.00
	All fees doubled if work commenced prior to permit	
<u>8-645(c)</u>	Fee for an electrical contractor, firm, person or corporation	\$50.00
<u>8-647</u>	New construction - Electrical:	
	Residential buildings; 1—2 family (per square foot)	\$0.05
	Commercial buildings (per square foot):	
	Group I building	\$0.05
	Group II building	\$0.08
	Group III building	\$0.10
	Group IV building	\$0.04
	Electrical permit	\$50.00/Residential; \$80.00/Commercial
	Temporary service	\$50.00/Residential; \$80.00/Commercial
	Panel/service entrance, 100 amp	\$70.00/Residential; \$110.00/Commercial
	Each additional 100 amp	\$10.00

Section	Description	January 1, 2017
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CHAPTER 8—BUILDINGS AND BUILDING REGULATIONS (continued)

<u>8-647</u>	New construction - Electrical (continued):	
	Additions, alterations, and repairs permit fee	\$50.00 + openings/Residential; \$80.00 + openings/Commercial
	1—5 openings	\$20.00
	6—10 openings	\$30.00
	11—15 openings	\$40.00
	16—20 openings	\$45.00
	21—25 openings	\$50.00
	26—30 openings	\$55.00
	31—35 openings	\$60.00
	36—40 openings	\$65.00
	41—45 openings	\$70.00
	46—50 openings	\$75.00
	51—60 openings	\$80.00
	61—70 openings	\$85.00
	71—80 openings	\$90.00
	81—90 openings	\$95.00
	91—100 openings	\$105.00
	101 + openings	+ \$1.00 per opening
<u>8-848(a)</u>	Fees established in lieu of on-site stormwater management practices—Residential (2009)	
	Construction cost per acre	\$1,223.00
	Land cost per acre	\$550.00
	Total cost per acre	\$1,773.00
	Fees established in lieu of on-site stormwater management practices—Commercial & Industrial (2009)	
	Construction cost per acre	\$2,255.00
	Land cost per acre	\$1,388.00
	Total cost per acre	\$3,643.00
<u>8-909(a)</u>	Fees for erosion control plans	
<u>8-909(a)(1)</u>	Simplified plan checklists	\$350.00
<u>8-909(a)(2)</u>	Sites larger than 20,000 square feet in area	\$500.00
<u>8-909(a)(3)</u>	Sites larger than two acres in area and five acres or less in area	\$750.00
<u>8-909(a)(4)</u>	Sites larger than five acres in area	\$1,000 deposit plus actual cost

Section	Description	January 1, 2017
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CHAPTER 8—BUILDINGS AND BUILDING REGULATIONS (continued)

<u>8-909(b)</u>	Fees for stormwater management plans	
<u>8-909(b)(1)</u>	Stormwater management plan without detention plan	Fee equal to actual cost billed to the Village by Consultants
<u>8-909(b)(2)</u>	Stormwater management plan with detention plan	Fee equal to actual cost billed to the Village by Consultants

CHAPTER 11—BUSINESSES

<u>11-54</u>	Alcohol beverages:	
	License fees:	
<u>11-54(a)(1)</u>	Class "A" fermented malt beverages retailer's	\$200.00
<u>11-54(a)(2)</u>	Class "B" fermented malt beverage license (per	\$100.00
<u>11-54(a)(3)</u> <u>or 11-49(b)</u>	Temporary class "B" fermented malt beverage license (per event)	\$10.00
<u>11-54(a)(4)</u>	Temporary "class B" wine license (per event)	\$10.00
<u>11-54(a)(5)</u>	Fermented malt beverage wholesaler's license	\$25.00
<u>11-54(a)(6)</u>	"Class A" intoxicating liquor retailer's license	\$700.00
<u>11-54(a)(7)</u>	"Class B" intoxicating liquor retailer's license	\$600.00
<u>11-54(a)(8)</u>	"Class C" wine license (per year)	\$100.00
<u>11-54(a)(9)</u>	Reserve "class B" intoxicating liquor license:	
	Fee for initial issuance	\$10,000.00
	Renewal fee (annual)	\$600.00
<u>11-54(a)(10)</u>	"Class B" license for full-service restaurants	
	Fee for initial issuance	\$10,000.00
	Renewal fee (annual)	\$600.00
<u>11-61(a)</u>	License transfer fee	\$10.00
<u>11-61(b)</u>	Change of agent	\$10.00
<u>11-69(d)</u>	Outdoor sports activities with "class B" licenses event application review fee	\$50.00
<u>11-73(a)</u>	Operator's license fee	\$35.00
<u>11-73(b)</u>	Temporary operator's license	\$15.00
<u>11-73(c)</u>	Provisional operator's license	\$15.00
<u>11-99</u>	Cigarette license	\$100.00
<u>11-132(c)</u>	Direct seller application filing fee (annual)	\$100.00
<u>11-155(a)(1)</u>	License to operate amusement devices	\$15.00
<u>11-155(a)(2)</u>	Video game of chance license	
<u>11-155(b)(1)</u>	Minor arcade license (per year)	\$100.00
<u>11-155(c)(1)</u>	Major arcade license (per year)	\$300.00
<u>11-157(b)</u>	Minor arcade license transfer fee	

Section	Description	January 1, 2017
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CHAPTER 11—BUSINESSES (continued)

<u>11-220</u>	Nonmetallic mining permit fee	\$100.00
<u>11-251</u>	Blasting and rock crushing:	
	Permit fee, quarries	\$50.00
	Permit fee, gravel crushing operations	\$50.00

CHAPTER 17—EMERGENCY SERVICES

<u>17-26(c)(1)</u>	False alarms:	
	Responded to by Police Department:	
	First two false alarms for a location	No charge
	Third false alarm per location	\$50.00
	Fourth false alarm per location	\$75.00
	Fifth false alarm per location	\$100.00
	Sixth and subsequent false alarm per location	\$125.00
	Responded to by Police and Fire Department:	
	First two false alarms for a location	No charge
	Third and subsequent false alarm per location	\$150.00
<u>17-59(a)</u>	Ambulance fees: Resident charge	\$625.00/Basic \$675.00/ALS 1 \$750.00/ALS 2
<u>17-59(b)</u>	Ambulance fees: Nonresident charge	\$725.00/Basic \$800.00/ALS 1 \$850.00/ALS 2
<u>17-59(c)</u>	Ambulance fees: Medical supplies and procedures	Cost
<u>17-59(d)</u>	Ambulance fees: Loaded mileage fee (per mile)	\$15.00/Resident \$15.50/Nonresident
<u>17-59(e)</u>	Ambulance fees: No transport—resident	\$200.00/Basic \$300.00/ALS
	Ambulance fees: No transport—nonresident	\$275.00/Basic \$375.00/ALS
<u>17-59(f)</u>	Ambulance fees: Advanced life support intercept	Cost

Section	Description	January 1, 2017
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CHAPTER 20—ENVIRONMENT

<u>20-26(f)(1)a</u>	Cutting grass and weeds	Cost of mowing by PW and fine
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CHAPTER 23—FINANCE AND TAXATION

<u>23-74</u>	Request for statement of real property status:	Prepaid	\$30.00
		Billed	\$35.00
<u>23-119(e)(4)</u>	Appeal filing fee		\$200.00

CHAPTER 26—FIRE PREVENTION AND PROTECTION

<u>26-81(b)</u>	Reimbursement of response costs for any fire call on any public highway for any emergency response	\$500.00
<u>26-118</u>	Permit Fee: Fire alarm and fire suppression systems:	
	Less than 2,500 sf	\$125.00
	2,501—5,000 sf	\$150.00
	5,001—10,000 sf	\$300.00
	10,001—20,000 sf	\$600.00
	20,001—30,000 sf	\$900.00
	30,001—40,000 sf	\$1,200.00
	40,001—50,000 sf	\$1,500.00
	50,001—75,000 sf	\$1,800.00
	75,001—100,000 sf	\$2,100.00
	100,001—200,000 sf	\$2,400.00
	200,001—300,000 sf	\$2,700.00
	300,001—400,000 sf	\$3,000.00
	400,001—500,000 sf	\$3,300.00
	Over 500,000 sf	\$3,600.00
	Re-submittal of approved plan	\$50.00
	Re-submittal of denied plan	\$125.00
	Occupancy permit	\$30.00
	Alteration to existing systems: Up to 20 sprinklers or 3 devices (larger systems considered new)	\$50.00
	Shell building tenant build-out	50% of normal fee based on size of tenant space
	Additional identical buildings	Higher of 125.00 or 25% of full fee for additional buildings
	Private service (mains/hydrants)	\$125.00
	Misc. devices (DACT, kitchen hood, dry chemical systems, deluge systems alarm dialers, fire door activators, clean agent	\$125.00

Section	Description	January 1, 2017
<u>CHAPTER 26—FIRE PREVENTION AND PROTECTION (continued):</u>		
<u>26-145(c)</u>	Plan examination:	
	1st tank or component	\$35.00
	Each additional component	\$10.00
	Site inspection (first tank system or component)	\$100.00
	Each additional component	\$50.00
	Relining	\$65.00
	Self-service/key-card-code system	\$78.00
	Leak detection or protection:	
	Plan examination	\$22.00
	Site inspection	\$43.00
	Revision of previously approved plan	\$22.00
<u>26-145(d)</u>	Plan review	\$50.00
	Site inspection:	
	First tank	\$100.00
	Each additional tank	\$50.00

CHAPTER 35—MOTOR VEHICLES AND TRAFFIC

<u>35-248(c)(4)d</u>	Processing fee, notice to appear in court for nonmoving traffic	\$15.00
<u>35-283(c)</u>	Bicycle identification tag	\$5.00
<u>35-311(e)</u>	Fee for bail deposits	\$3.00
<u>35-444</u>	Parade and procession permit fee	Any amounts under 35-446

CHAPTER 44—PARKS AND RECREATION

<u>44-24(d)</u>	Park shelter rental:	
	Diamond reservation - Lewis Park (NonResident)	\$25.00
	Diamond Reservation - Wm McFarland Park (NonResident)	\$25.00
	Soccer Field Reserv. - Wm McFarland Park (NonResident)	\$25.00
	Temporary Structure Fee	Based on Actual Cost
	Park rental fees (no fields):	
	Limited Basic Parks (Gazebo & Small Parks)	\$10.00
	McDaniel - Shelter (Resident)	\$50.00
	McDaniel - Shelter (NonResident)	\$75.00
	McDaniel - Shelter Local business group	\$75.00
	McDaniel - Shelter Nonlocal business group	\$140.00
	Lewis & Brandt - Shelter Only (Resident)	\$100.00
	Lewis & Brandt - Shelter Only (NonResident)	\$150.00
	Lewis & Brandt - Local business group	\$150.00
	Lewis & Brandt - Nonlocal business group	\$300.00

Section	Description	January 1, 2017
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CHAPTER 44—PARKS AND RECREATION (continued):

<u>44-24(d)</u>	Park shelter rental:	
	Special Event Application Fee (non-refundable)	\$100.00
	Special Event Fee per Day	\$200.00
	Brandt Park - Shelter & Softball Fields (Local)	\$200.00
	Brandt Park - Shelter & Softball Fields (Nonresident)	\$300.00
	Vendor Fee	\$100.00
<u>44-24(e)</u>	Refundable Security Deposit	\$100.00
	Lewis Park Shelter Refundable Deposit	\$200.00
	Special Event Security Deposit	\$250.00
<u>44-26(4)(d)</u>	Dog park permit:	
	Resident:	\$15.00 annual
	Seniors 55 and older	\$10.00
	Additional dog annual	\$6.00
	Daily permit	\$3.00
	Nonresident:	\$25.00 annual
	Seniors 55 and older	N/A
	Additional dog annual	\$6.00
	Daily permit	\$4.00

CHAPTER 47—PUBLIC UTILITIES

<u>47-45</u>	Processing fee, private well operation permit application	\$50.00
<u>47-20</u>	New construction water use fee	\$50.00
<u>47-79(d)(2)</u>	Bimonthly customer charge - Sanitary sewer users	
	Size of meter	Bimonthly charge
	5/8-inch	\$28.05
	3/4-inch	\$28.05
	1-inch	\$40.71
	1¼-inch	\$49.11
	1½-inch	\$61.01
	2-inch	\$86.11
	3-inch	\$142.98
	4-inch	\$224.78
	6-inch	\$430.48
<u>47-79(d)(3)</u>	Charge for each 1,000 gallons of normal domestic strength	\$3.14
<u>47-79(d)(4)</u>	Category A users service charge	Customer charge plus the volume charge for each applicable billing cycle
<u>47-79(d)(5)</u>	Category B users discharging normal domestic strength	\$67.26
	Additional charge for more than 12,500 gallons	\$3.14

Section	Description	January 1, 2017
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CHAPTER 47—PUBLIC UTILITIES (continued):

<u>47-79(d)(6)</u>	Category C users high strength surcharge:	
	BOD charge per pound in excess of 250 milligrams per liter	\$0.186
	Suspended solids charge per pound in excess of 250 milligrams per liter	\$0.205
	TP charge per pound in excess of ten milligrams per liter	\$0.035
	TKN charge per pound in excess of 40 milligrams per liter	\$0.777
<u>47-80</u>	Charge per quarter for each meter up to a one-inch meter installed to measure water not discharged to sewer	\$0.92
<u>47-159(b)</u>	Utility connection charges	
	Sewer hookup and lateral for new buildings	\$450.00
<u>47-271(b)</u>	Stormwater utility fee per ERU per year	\$88.98
<u>47-272(h)</u>	Credit application fee	\$50.00
	Notice of appeal fee	\$50.00

CHAPTER 50 - SOLID WASTE

<u>50-5</u>	Solid Waste Collection Charge, per residential unit. Residential Unit - Btw. 1 - 4 dwelling units	\$112.20
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CHAPTER 53—STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

<u>53-126</u>	Excavations of streets, alleys, public ways and	\$10.00
<u>53-127(b)</u>	Street opening permit	\$25.00
<u>53-241</u>	Street privilege permit	\$10.00
<u>53-306</u>	Removal of snow and ice by Village after notice	Cost, minimum \$35.00
<u>53-482</u>	Application for driveway permit	\$20.00

CHAPTER 56—SUBDIVISIONS

<u>56-176</u>	Fees in lieu of parkland dedication	\$4,115.00 per dwelling unit
<u>56-238(b)</u>	Engineering fee	Engineering fee shall be equal to actual cost as billed to Village including inspections.

Section	Description	January 1, 2017
<u>CHAPTER 56—SUBDIVISIONS (continued):</u>		
<u>56-238(c)(1)a.</u>	Preliminary Plat review:	
	Preliminary Plat review fee Also applies to Preliminary Plat reapplication if submitted 36 months after original preliminary plat.	\$500.00, plus actual legal, financial and engineering costs, including publication and notification charges
	Additional fee, per lot \$50.00	\$50.00, plus actual legal & engineering costs, incl publi & notification charges
<u>56-238(c)(1)b.</u>	Preliminary Plat Reapplication fee if submitted within 36 months of original preliminary plat.	\$375.00, plus actual legal, financial and engineering costs, including publication and notification charges
<u>56-238(c)(2)a.</u>	Final Plat review:	
	Final Plat review fee. Also applies to final plat reapplication if submitted 36 months after original final plat.	\$500.00, plus actual legal, financial and engineering costs incurred by the Village
	Additional fee, per lot \$50.00	\$50.00, plus actual legal and engineering costs incurred by the Village
<u>56-238(c)(2)b.</u>	Final Plat Reapplication fee if submitted within 36 months of original final plat.	\$400.00, plus actual legal, financial and engineering costs.
<u>56-238(c)(2)c.</u>	Review of the development agreement <i>including addendums</i> for each phase of a plat	\$600.00, plus actual legal, financial and engineering costs incurred by the Village
<u>56-238(c)(3)</u>	Certified Survey Map review fee	\$150.00 + \$25.00 per lot, for two or more lots, plus actual legal, financial and engineering costs, including publication and notification charge
<u>56-238(d)</u>	Condominium development review:	
	Condominium review fee Additional fee, per unit shown on a condominium plat, less \$20.00 for each lot	\$200.00, plus actual legal, financial and engineering costs, including publication and notification charges. \$40.00, per lot plus publication and notification charges
<u>56-238(f)</u>	Digitizing the mapping of the approved land division, plat or condominium	Cost
<u>56-238(g)(1)</u>	Escrow deposits for plats	\$5,000.00

Section	Description	January 1, 2017
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CHAPTER 59—VEGETATION

<u>59-24(a)</u>	Permit for planting, maint and removal of trees and shrubs	\$5.00
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CHAPTER 62—ZONING

<u>62-17</u>	Escrow deposits:	
	R-E, R-3 General Residence and PD Planned Development Districts up to 50 acres	\$5,000.00
	R-E, R-3 General Residence and PD Planned Development Districts greater than 50 acres	\$10,000.00
	Site/design review for new buildings/additions totaling 5,000 square feet or more and requiring site/design review under Section 62-310(b). For all other projects requiring site/design review under Section 62-310(b), no escrow deposit shall be required; however, applicants shall be responsible for reimbursing the Village for consulting time	\$2,000.00
	Staff and consultant review costs	Consultant costs shall be the actual costs as billed
<u>62-64</u>	Where no previous fee has been collected (fees in lieu of parkland dedication)	\$4,115.00 per dwelling unit
<u>62-69(d)</u>	Chickens Annual Permit Fee	\$10.00
<u>62-108(a)(5)</u>	Conditional use permit application <i>and issuance</i> fee	\$275.00, plus actual legal and engineering costs, including publication and notification charges incurred by the Village
<u>62-117(d)(2)d.</u>	Permit application fee for bed & breakfast establishments	\$100.00
<u>62-206(d)</u>	Application for signal receiving antenna permit where a conditional use permit is required.	Same as fee for conditional use permit and site design plus actual legal and engineering cost by a Telecommunications and safety consultant.
<u>62-309(b)(5)</u>	Occupancy permit fees: One-family residences All other uses Multifamily residences (per dwelling unit)	\$50.00 \$75.00 \$50.00
<u>62-310(g)</u>	Site/design review	\$400.00 plus actual legal and engineering costs

Section	Description	January 1, 2017
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CHAPTER 62—ZONING (continued):

<u>62-343(d)</u>	Fee for processing a petition for a zoning change or Text amendment Map amendment	\$250.00 plus actual legal costs, including publication and notification charges. \$175.00 plus publication and notification charges.
<u>62-363(e)</u>	Application for hearing before Board of Zoning Appeals	250.00, plus actual legal and engineering costs, including publication and notification charges incurred by the Village
<u>62-676(b)</u>	Fee for issuance of certificate of compliance	Fee included with occupancy permit

DEPARTMENT REPORTS December 12, 2016

- Cable, Website, Technology
- Community Development
- Fire/EMS Department
- Library
- Municipal Court
- Police Department
- Public Utilities/Public Works Department
- Senior Outreach Services Department

Community Development Highlights

November 2016

- Forty permits were issued in November, ten of which involved new single family homes. Revenues for the month were approximately \$77,000.
- Village staff met with Brock Roder to discuss his proposal for outdoor volleyball. The latest plan will not allow alcohol in the volley ball playing area. The project was recommended to Public Safety by the Plan Commission on a 4 – 1 vote; with a condition, the project be reviewed by the Public Safety Committee in one year.
- Met with Jeff Rosenberg of Veridian Homes who would like to resubmit a development proposal that was approved in 2007. The site is located at the southeast corner of Siggelkow and Marsh Road. Approvals for this project have since lapsed. Mr. Rosenberg anticipates a late winter submittal. Some very minor site work would will be performed which includes some tree removal that have determined to be rotting from the inside.
- Met with Matt Schuenke and Cassandra Suettinger regarding documentation relating to Holscher Road. The Village Board at its November 28th meeting approved a 3 party Agreement and Road Widening Resolution all of which related to additional right-of-way for reconstruction of Holscher Road.
- Finalized last minute items for Christmas in the Village. This community event spearheaded by the Chamber of Commerce will be held on December 3rd.
- Developer Tom Gannon has indicated he will be seeking final plat approval for his Prairie Place subdivision in 2017.
- Attended Chamber of Commerce Board of Directors retreat held at the High School District Board office.

- Working with Allan Coville, Brian Berquist and Matt Schuenke on a plan for streetscaping improvements for the downtown area that would parallel reconstruction of MN.
- Finalizing a Developer Agreement regarding Preston Place duplex project on Paulson Road. The documents should be ready for action in December.
- Preconstruction meeting was held regarding Preston Place.
- Along with Cassandra Suettinger finalized the paperwork to detach the Patricia and Norman Anderson property from the City of Madison to the Village of McFarland.
- Attended the following monthly meetings.
 - Plan Commission
 - Village Board, regular and budget
 - Public Works
 - Public Utilities

Submitted by:
Pauline Boness
Community Development Director



McFarland Fire & Rescue Department

5915 Milwaukee Street • PO Box 110 • McFarland, WI 53558-0110
(608) 838-3278 • Fax: (608) 838-3619

Emergency: 911

November 2016 Fire & Rescue Department Report

- **General**

- The Department participated with the Chamber of Commerce with the annual Christmas in the Village by assisting with getting Santa Claus to the Community Bonfire at the corner of Exchange and Bashford. The members of the Department decorated some the fire trucks with Christmas lights and the event was very well received. A thank you goes out to the Firefighter Association and EMT Association for providing the lights for the many years that we have been decorating the trucks.
- Fire Inspector Karnitz has been working with a new business that has moved into the Village with a newly constructed building that utilizes high piled combustible storage racking. Due to the pace of the project to construct the building the Architect and Engineers for the building were not able to design the building as typically done for this type of occupancy. These occupancies are typically provided with an automatic fire protection sprinkler system, however it wasn't clear to the engineer until after construction had progressed to a point it was cost prohibitive for the owner to install the sprinkler system. Fire Inspector Karnitz met with Architect and Engineer to develop a plan that met the building codes with the use of smoke vents (automatic roof doors) and additional fire protection features. The business was required to move into the building prior to completion of all the fire protection features and we granted a conditional occupancy that required the storage was kept below a level that would require the additional fire protection features by the building codes. The business was faced with another hurdle when the mechanical contractor revised the plan design from smoke vents to powered exhaust fans. The powered exhaust fans required additional features to be installed per the building codes. This included adding a fire rated wall and revision to electrical system to ensure power to the fans. Fire Inspector Karnitz reviewed these impacts with the Architect it was determined by the owner of the building and Architect that the original smoke vents were to be utilized. This delayed the completion of the fire protection systems from being completed for the project. Fire Inspector Karnitz has been performing follow up inspections to ensure compliance with the conditional occupancy. During his initial follow up inspection it was found the business had stored a considerable amount above the level outlined in the agreement of the conditional occupancy. This resulted in a citation being issued to the business with a follow up inspection being provided 24 hours later. A pallet was found to be the only product above the agreed level and was moved by the business while Fire Inspector Karnitz was on site. No further concerns have been observed on the follow up inspections. We were able to have the business owner purchase a Knox key box for the building even though it is not required on buildings without sprinkler systems

by ordinance. The Department is reviewing the possibility of recommending an ordinance revision to incorporate all commercial buildings.

- We received notice of our first home to have a Home Knox key box installed in the Village. We are excited for this installation and hope we will have more installations in the future. This home is for an elderly individual living alone and we have already been required to force entry once into the home. This will eliminate the future need to force entry.
- DaneCOM
 - DaneCOM went live on November 9th. We experienced some difficulty with the first morning with the ambulance radios. This was resolved very quickly with our programmer making some adjustments in the program the morning of November 9th.
 - We have completed reprogramming of all the radios and we will be conducting further adjustments with eliminating the original channels when time permits.
 - The County EMS and Fire paging has experience considerable difficulties in the southern part of the county. This has also been affecting our paging reception. We had several pagers that didn't receive alerts around Thanksgiving week. The County has been working with their vendors to correct the issues. During the last week we have not had any reports from staff of missing alerts, however are still experiencing issues with the overall quality of the pages.
 - We are unfortunately still working with our vendor on a local tactical channel and obtaining FCC licensing. We had a difficulty with one channel due to proximity of another entity to the frequency. This even more concerning due to two fire incidents that have occurred during the last week in the County that attempted to utilize the County tactical channels. In each case the incident commanders were unable to have communications with the dispatchers. One of the incidents required the incident commander to abandon the County tactical channel and switch communications to a Mutual Aid Box Alarm System channel.
 - Until the County tactical channels are proven to be operating at an acceptable level or we are able to secure the McFarland tactical channel we have revised our operating procedures for tactical incidents to have all portable radios operate directly with each other and the incident commander to operate at least two radios. One will be for communication with units at the incident and the other to communicate with the dispatcher. The incident commander may need additional radios if the incident requires an additional channel which is often the situation during rural fires to manage water supply operations. This is not a preferred solution and it does cause considerable concern for the command staff. We do believe however this is the safest solution we can provide the firefighters given the deficiencies of the County tactical channels.

- **Staffing**

- We began the process of training two new EMTs. One had completed EMT Basic last spring and the other is completing the Registered Nurse to EMT-Basic class. Unfortunately, the individual that completed class in the spring resigned from the Department citing that he didn't feel he could keep the commitment and level of skill that is needed for the position.
- Maureen Grenawalt resigned from the Department effective November 1st. She and her husband moved from McFarland last year to Deforest and earlier this year she had taken on a new position with her employer. She has determined that with all the changes she is no longer able to keep up with the time commitments.
- EMT Trainee Holly Ringen has unfortunately had too many commitments currently in her life caused her to stop EMT Basic class and as a result has resigned from the department.
- We are moving two possible members through background checks currently. One has been an EMT Basic for several years with Milton Fire and is enrolled in the Advanced EMT class this spring with Black Hawk Tech. The other individual is a Village resident, that is waiting on acceptance to nursing school and comes with considerable experience a Military Combat Medic. Unfortunately the State of Wisconsin will only provide EMT Basic license based on Military experience. The individual is looking to attend Advance EMT class once they are able to confirm availability to do so.
- Amanda Gessler has requested to take on firefighter duties in addition to being an EMT with the Department and it has been granted. Amanda had completed the Firefighter academy with Madison College several years prior and was unable to complete certification testing due to an injury. She will be attending Firefighter I with three other members starting January.
- Current Staffing Levels
 - Fulltime Fire Rescue Chief – 1
 - Fulltime Fire Inspector/Public Education Specialist – 1
 - Fulltime EMTs – 5
 - Paid on Call – 62 (21 EMTs, 28 Firefighters & 13 EMT/Firefighters)
 - Total Staffing Level - 69

- **Staff Achievements**

- EMT Becky Blanke has completed her probation period and in accordance with the Labor Agreement she has been granted tenure for her position.
- Lieutenant James Reiter is now a certified Emergency Services Instructor. This is not an easy certification to obtain. Besides completing the classroom portion it also requires providing hands on teaching. This additional requirement makes this one of the harder certifications to obtain an

- **Training Activity**

- November training
 - The Department was able to perform considerable amount of the structural firefighting training due to obtaining a home to perform training in. These homes provide training that can not be duplicated in the same manner at training facilities including at Madison College.
 - We were able to perform roof ventilation and chimney fire operations that mirrored actual incident process on the acquired structure that we are unable to perform with our any of current training facilities.

- The Department did perform active fire training on the home with live room fires and extinguishment. We were able to complete over fifteen room burns and then proceed to perform demolition of the home with fire. We had Cottage Grove Fire and Stoughton Fire attend the training with us as mutual aid partners.
 - The Department also performed the regular advanced skills refresher. The training covers the administration of all the medications we administer, placement of King Airway, intraosseous (IO) and intravenous (IV) access, EKG monitor usage, defibrillator usage, and capnography.
 - The month was completed with operator training on the compressed air foam system, hazardous gas meter operations and medical skills for firefighters.
 - The month of December training will be truncated due to the Holidays. We will be performing EMT Training in partnership UW and Dane County EMS with a simulation manikin. The firefighters will be refreshing on ropes and knots with low angle rescue.
- **Apparatus & Equipment**
 - The 2005 Engine required the voltage regulator to be replaced for the alternator. The existing one began failing and was resulting in the truck providing to high of voltage to the electrical system. None of the electrical equipment on the truck appeared to be received any damaged from the issue.
 - The 1992 Engine had the heater core for the pump compartment heater failed and was leaking antifreeze. This required an emergency repair to stop the antifreeze leak and follow up repair of replacing the heater core to eliminate a concern of the pump freezing during winter operations.
 - The 2015 Ambulance required the front tires to be rotated to the rear due to significant wear on the outside edge. The alignment was slightly adjusted on the truck. Discussions with the tire vendor indicated that additional tire rotation should be preformed on the truck. This is being incorporated into the regular maintenance schedule.
 - The 2007 ATV received replacement tires and chains for ice operations.
 - The 2008 Ambulance required jump starting at one of the local hospitals and later determined the batteries required replacement. This replacement is being covered by a vendor due to the truck being left with the master switch on several times while being serviced by the vendor. Additionally, the truck had a rear brake failure and required serval parts to be replaced. The parts are becoming very difficult to obtain for the vehicle. This ambulance is built on a Chevy medium duty tuck chassis that was discontinued several years ago with the entire medium duty line. The result is very few vendors or dealers provide support for this truck. It required four days to obtain parts that would normally be in stock at dealers.
 - The 1997 Ladder will be receiving repair to address several spots of corrosion that have been occurring on the truck during December.
 - The 2004 Boat will be receiving repair to address issues with the tilt and trim rams during the December.

<u>Inspection/Prevention Activity</u>	<u>Completed</u>	<u>Year to Date Total</u>
Building Inspections	31	531
Re-Inspections	0	0
Special Inspections	1	23
Fire Code Violations Identified	15	312
Fire Code Violations Corrected	0	31
Plan Reviews	5	29
<u>Public Instruction</u>	<u>Completed</u>	<u>Year to Date Total</u>
CPR Certifications	64	171
First Aid Training	0	46
High School CPR (Hands Only)	0	112
Baby Sitters First Aid	0	46

Incident Summary

Incident Type	2016		2015	
	Nov	Year to Date Total	Nov	Year to Date Total
EMS – Falls	11	142	10	94
EMS – General Medical	28	301	19	310
EMS – Motor Vehicle Crash	6	53	8	55
EMS – Trauma Other	25	38	0	54
EMS – Other types	14	118	6	72
EMS – Total (+11%)	64	652	43	585
Fire – Building, vehicle or outside	3	34	3	35
Fire – Assist EMS Crew	6	83	5	81
Fire – Motor Vehicle Crash	5	27	2	23
Fire – Alarms	4	36	3	39
Fire – Other types	11	79	3	54
Fire – Total (+11%)	29	259	16	232

- **Significant Incidents**

- We responded to a home with a possible fireplace issue. It was determined the fireplace should have been removed from service and the resident had dementia that caused them to forget the condition of the fire place. The resident would continual attempt to use the fireplace due to the advanced stages of dementia. Alliant Energy was called to the scene and they locked the fireplace from being able to be utilized.
- We received several calls in the Skaalen Village area due to a natural gas smell. During each call we were able to detect minimal levels of natural gas being observed in the area of a unit. We confirmed no levels of natural gas being detected within the unit. We referred situation to Alliant Energy for further review. During the last incident we were persistent with Alliant Energy at resolving the situation and after checking the exhaust from the unit in question and the unit to the south it was determined that the unit to the south had natural gas present in the furnace exhaust while the furnace was running. The furnace was locked until repair could be preformed by a heating contractor. We were able to determine from follow up with Skaalen that heating contractor had to replace the furnace. The heat exchanger was failing in the furnace it would have soon been leaking carbon monoxide into the home.

- We received a call for a vehicle that had driven through a house. We arrived on location and found that a Ford Ranger had driven through a garage, office/basement room, flower bed and stopped about three feet from the rear yard neighbor's truck. The driver of the vehicle was transported to Stoughton Hospital for observation and further evaluation due to the mechanism of possible injury. Alliant Energy was requested to respond to the home to evaluate the condition of the electrical system and natural gas system. The natural gas system was completely intact and the electrical system received minor damage. The vehicle had damaged a load bearing wall of the home. The home was deemed unsafe to be occupied until repair by a contractor could be performed. We assisted the home owner with contacting an emergency restoration contractor to secure the home until repairs could be made. The home owner denied having any assistance in obtaining temporary housing. Community Development was notified for follow up and ensuring repairs were completed. It was determined from interviewing the driver that his foot became stuck between the accelerator and brake pedal.
- We received a call for a car accident in the Town of Dunn at Keenan and Highway B. While units began responding we were provided information that two locations were involved with a second vehicle at Highway 51 and Highway B. Rescue 84 and Engine 1 responded to the first location while Rescue 82, Car 1, Squad 5 and Tender 6 responded to the second location. It was soon determined that the patient at the second location was not needing extrication and Car 1 and Tender 6 responded to the first location. This resulted in a unique situation at the first location where the car was against a large round bale of hay and a larger driver that needed extrication. A couple extrication maneuvers were attempted without success. Then the car was dragged away from the bales of hay with the winch from the Squad that had responded once it was known the assistance was needed. This allowed the crews to extricate the patient from the driver's side of the vehicle. There were a total of occupants in the vehicles and all occupants were transported to the hospital.

E.D. LOCKE PUBLIC LIBRARY: DIRECTOR'S REPORT

November 2016

November Highlights:

- Friends
 - Posters – The posters to commemorate the Library's 20th anniversary have been finalized and printed. The Friends are planning how and when they will be distributing the posters next year.
- HVAC – The purchase of the new AC system for the meeting room side of the building has been approved. We'll be working on purchasing the replacement system early next year.
- Fire Inspection – We passed our bi-annual fire inspection without any issues.
- Keyless entry RFP – All of the quotes for the keyless entry RFP have been rejected. It was decided that we'd take the money from this project and pool it with the money for other security upgrades and try to do a larger more systematic security project. Besides some additional doors being setup for keyless entry, I'm hoping that the library will be able to replace its existing camera system and add additional cameras around the building and the exterior.
- Budget – The library portions of the 2017 operating and capital budgets passed as is on Monday, November 28th.
- WPLC Bylaws Committee – The Wisconsin Public Library Consortium (WPLC) which works on state-wide projects such as Overdrive and Recollection Wisconsin (a digital history project). Has asked me to serve on a committee to revise the organization's bylaws. We met in person in Mauston, WI in November and will be working virtually on the rest of the revisions. Some of the issues that working through is weighted vs. senate style voting, succession plans, and ownership of the digital collection.
- Self-Check and RFID Users Group – Attended the users group meeting. We received a demonstration of the new self-check features which will help us to engage our patrons better.

Assistant Director highlights (Linda Stuckey)

- Attended CMC (Collection Maintenance) meeting 11-9-16.
- Attended WISCAT (Outerlibrary loan) User Group Meeting webinar 11-10-16.
- Linda and Amy will complete LINK training on 11-30-16 to retain cataloging certification within South Central.
- Covered essentials for Library Director the week of 11-21-16 (director on vacation).
- Ordered state and federal tax forms for 2016.
- Ordered 8 new computers: 4 PACS (catalogs), 3 staff, 1 patron Internet.
- We began circulating the wifi hotspot. This device is on loan from South Central through a grant, and the trial will end in February.
- Technology services in conjunction with Youth Services is changing some books (combining paperback and hardcovers) to a "children's series" location. This involves changing the collection code, shelf location, spine label, signage, and re-taping, about a dozen series so far.
- 3M replaced the self-check receipt printer on 11-22-16. It was jamming due to incomplete cutting of the receipts.
- A new poster/announcement display fixture has arrived for the library lobby. It will consolidate library events and eliminate some of the extraneous paper fliers on the lobby walls and windows.

Youth Services highlights (Heather Kent)

Storytimes:

- November 7th we started offering two storytimes on Mondays – one at 9:30 am and the other at 10:30 am. Response has been very positive and there is an increase of young children to the earlier session.
- PJ Storytime this month was our Stuffed Animal Sleepover which was a huge hit. We had 48 people attend the



camping themed storytime that included stories, songs, activities, and snacks. Afterward children could leave their stuffed animals over night at the library – picking them up the next day with pictures of the fun they had. (See Facebook for some of the “antics”)

- The baby lapsit program continues to grow on Wednesday mornings. We now regularly have around 4-5 babies and their parents/grandparents/siblings with them.

Teens:

- Teen Advisory Board met on November 5. We primarily discussed designs for the Teen Advisory Board t-shirt as well as the upcoming Nerf Capture the Flag program in the library. We only had three members of the board attend this meeting but we were able to come up with ideas for the shirts and determine the rules and gameplay for the Nerf event.

Programming:

- Toddler/Preschool Dance Parties – we have started offering dance parties on Friday afternoons. These are great opportunities for children ages Birth to Preschool to come in, dance around, and play for a half hour. There is some structure to the program incorporating follow the leader type activities, musical instrument time, and having activities using the parachute and the bubble machine.
- November 12th we hosted a Family Board Game Day.
- STEAM Saturday this month was a little more challenging as participants attempted to build towers and bridges using spaghetti noodles and marshmallows. Many found that there was a lot of planning that goes in to engineering and often working in a team works better than on your own.
- Monday, November 28th there was no school so we showed the Disney Movie “Finding Dory.” It had great turn out.

Outreach:

- Outreach visits to Gingerbread House and Learning and Beyond continued this month with limited visits due to a last minute conference, vacation, and holidays.

Adult Services highlights (Katharine Clark)

- Taking online Library Journal class Successful Library Marketing with plans to create marketing plan as well as library information mailer for new McFarland residents
- Hosted monthly mystery book discussion (6 attendees)
- Showed TOO MANY CANDLES documentary about Milwaukee gun violence (10 attendees)
- Co-lead book discussion of Evicted (Go Big Read title) with UW-Madison library school students
- Visited Shared Table community meal and did book checkout and signed up new library cards
- Set up Family Board Game Day
- Hosted Author Visit with Erika Janik (10 attendees)
- Attended AtoZ database webinar
- Conducted six ebook training sessions
- Created several book displays including “what are you thankful for” interactive patron one

----Heidi Cox, Library Director

VILLAGE OF MCFARLAND
MCFARLAND MUNICIPAL COURT
December, 2016

Monthly Court Docket

November 22, 2016 – Court Docket – Initial Appearances

48 cases scheduled for Initial appearances (64 citations)

- 3 No Contest or Guilty pleas – Citations adjudicated at Initial Appearance
- 11 Paid prior to Appearance
- 9 Not Guilty pleas - Citations adjudicated or Pretrial scheduled for December 13, 2016
- 24 Default appearances – Scheduled for January 24, 2017 Indigency Hearing
- 1 Rescheduled Court date to December 13, 2016
- 0 Transferred to Dane County for Trial

November 22, 2016 - Juvenile Court – Initial Appearances

3 cases scheduled for Initial appearances (4 citations)

- 1 No Contest or Guilty pleas – Citations adjudicated at Initial Appearance
- 0 Paid prior to Appearance
- 1 Not Guilty pleas – Citations adjudicated or Pretrial scheduled for December 13, 2016
- 0 Default appearances - Scheduled for January 24, 2017 Indigency Hearing
- 1 Rescheduled Court date to December 13, 2016
- 0 Transferred to Dane County for Trial

Court Activities

Monthly Financial Report

The Municipal Court received 45 payments for the month of November, 2016. Total revenue received by the Court was \$6, 093.47. The Municipality retained \$4,147.20 in Court revenue, \$1,586.27 was sent to Dane County and \$360.00 was sent to the State.

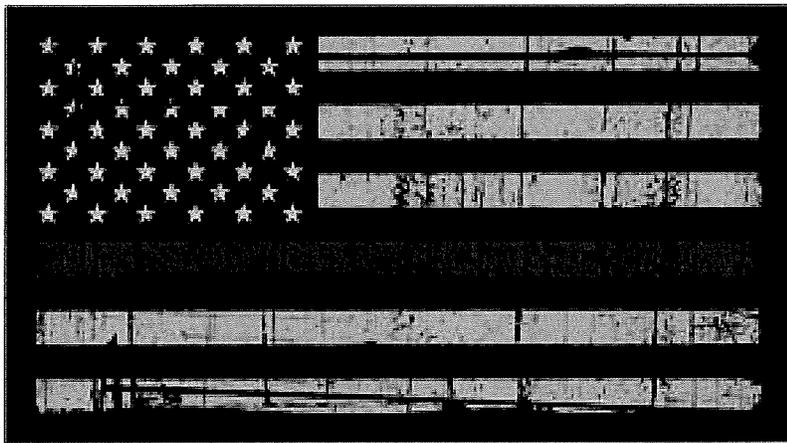
There were 17 credit card transactions for the month of September. The Court received a total of \$1,191.10 in payments from GPS on-line credit card payments.

From January, 2016, to November, 2016, the Municipal Court has received a total of \$33,295.01 in delinquent fines for the Department of Revenue Tax Intercept Program.

The Court has started to receive payments from the State Debt Collections. To date, the Court has received a total of \$1080.18 in delinquent fines from the State Debt Collection.

Year to date, \$118,108.66 in forfeitures have been ordered from 813 citations adjudicated in the Municipal Court. Of that, \$20,206.00 has been converted to classroom education and/or community service hours for juveniles, \$101,379.75 has been collected for 2016 and prior forfeitures.

MCFARLAND POLICE DEPARTMENT



November 2016 Monthly Report

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NOVEMBER 2016 MONTHLY REPORT

As observed on the attached Call Summary Report, the McFarland Police Department logged 484 cases in November. This is compared to 383 cases during the previous year. Cases of interest for the month were: nine intoxicated drivers, three domestic disturbances, four disturbances, six juvenile complaints, fifteen thefts, fifteen traffic accidents, and responded to nine alarms. Officers also logged 134 traffic incidents during the month.

Cases of interest for the month are as follows:

- 11/07/2016 Officers were dispatched to the 4800 block of Farwell Street for a burglary that occurred to a business. Officers learned someone entered the business and broke into one of the coin machines. The case is still under investigation.
- 11/18/2016 Officers were finishing up another call for service when they made contact with a subject in his vehicle near the near the 5400 block of Forest Lawn Circle. The driver was found to be under the influence of alcohol and field sobriety tests were conducted. Probable cause was established to arrest the driver for operating a motor vehicle while under the influence-6th offense. The driver refused to participate in a legal blood draw so a warrant was obtained for a blood sample. The driver was booked into the Dane County Jail and blood alcohol results are still pending.
- 11/19/2016 An officer conducted a traffic stop on a vehicle for a routine traffic violation. The driver was found to be under the influence of alcohol and field sobriety tests were conducted. Probable cause was established and the driver was placed under arrest for operating a motor vehicle while under the influence-2nd offense. During a search of the vehicle a loaded handgun was located near the center console area. The driver was charged with carrying a concealed weapon and being armed with a firearm while intoxicated. The driver also received citations for operating without headlights, operating after revocation, and was booked into the Dane County Jail on a parole hold.

Staffing Report

- Our current recruitment initiative to fill a vacancy continues. To date:
 - A senior patrol officer who was on FMLA leave due to a serious illness in the family has returned to active duty.
 - We are anticipating two short term FMLA leaves due to childbirth in the month of December.

- Our current recruitment process to fill a vacancy is on schedule.
- A conditional offer of employment has been made to and accepted by recruit candidate Joel Zietsma. A pre-employment background investigation and medical, drug and psychological assessment are being conducted at this time. Anticipated start date of late December.
- We have learned of the possible departure of an additional patrol officer, who has been tentatively offered a position with a department near his home town. At this point we do not have a firm timeline of his departure.
- This would leave us one position short starting 2017. In anticipation of this, I have met with the one remaining viable candidate on our current eligibility list and have issued a letter of intent. A background investigation will be conducted later this month. Theoretically, this person could be ready to start shortly after the first of the year, which would mean we would be back up to full staff by the end of March.

Equipment Report

- The crosswalk safety improvements mentioned in our October report have been purchased and installed.
- The RFP issued for building security upgrades, specifically related to access control enhancements, received seven contractor bids. These were assessed by Village staff and narrowed to two finalists. Ultimately, staff and the Village Board decided to hold off on awarding contract until 2017, when the project can be incorporated into a more inclusive project.
- The Watchguard body worn cameras that were funded in the 2016 budget have been ordered. While the in-car camera portion of the project was completed earlier in the year, we opted to wait until their new HD product became available to order the body worn cameras.

Training Report

- Officer John Miller attended a four day training on responding to incidents involving bombs. The training was completely funded by the federal government and was held in Arizona.
- Officer John Miller attended one day of training to recertify as a firearms instructor. The training was held at Fox Valley Technical College.
- Officer Jackie Statz attended one day of training on conducting heroin investigations. The training was held at the Madison Police Department Academy.
- Officer Jeremy Job attended a Tracs Conference in Wisconsin Dells.
- Officer Jeremy Job and canine partner Boris attended 16 hours of K-9 training.

Budget Report

- As has been reported each month of this year, I am anticipating an overage in the overtime budget account due to unanticipated staffing shortages, and in the uniform budget account this year due to

the hiring of very likely four officer positions that were unanticipated at the time the budget was approved in 2015. These hires will require additional expenditures of roughly \$ 3,000 per officer.

- At present, we are running approximately 15% over where we would like to be in the overtime account at this point in the year
- At present, we have for the most part exhausted the uniform account. This includes the outfitting of two of the four unanticipated hirings. I would anticipate roughly a full 100% (\$13,000) overage of this account by year's end.
- In BY 2017 budget, I have requested additional overtime funding as compared to previous years. In the BY 2016 budget, I also requested more funding but agreed to a lesser amount with the caveat that it would be sufficient only if we experienced a model year. Simply put, we didn't.

To recap the BY 2016 budget year, immediately following the finalization of the 2016 budget, the following occurred:

- The death of Officer Copeland
- An officer who was dismissed following legal issues
- The dismissal of a recruit candidate presenting irreconcilable performance deficiencies
- An officer who left law enforcement altogether and moved out of State
- Four separate medical leave situations (two short term and two longer term)
- An officer coping with a tragic family medical situation
- The final retirement of a part-time officer whom we relied upon to pick up significant hours

Frankly, given the totality of what occurred in this budget year, I am amazed that at the end of August we are only 15% over.

It's important to understand the following when considering this overage:

- Medical situations that would keep a typical worker out of work for a few days may mean months of time off for a police officer. Police officers simply cannot work patrol duties when not fully functional. In reviewing the medical leaves that we experienced this year, this would have been the case with all four.
- The nature of our business, and frankly the expectation of our community is that we at all times have adequate staffing. We cannot simply say "Oh, well...I guess Fred won't be in today so that particular piece of work won't get done." Shifts absolutely must be filled and adequate staffing put forth each and every shift, each and every day. I am very proud of the manner in which my staff has stepped forward and made personal sacrifice to make sure that we are able to provide this level of service.
- Our exposure to staffing shortage is over four times greater than that of any other Village department. Most departments are open 40 hours a week...we are open 168 hours per week, in other words 24/7. Despite this, we operate with only 4 more staff positions than that of another comparable Village department that is open 40 hours per week. The wheel never stops turning, the doors never close.
- Despite the addition of two staff positions, we perpetually operate with the absolute minimum number of staff required to put forth an acceptable coverage scheme. When we operate in this manner, while it may save money, it puts us a great risk to experience staffing shortages. Life happens in our department just like in any other, and there always seems to be some situation going on, be it retirement, training, FMLA leaves, injuries and even death.
- My recommendations to rectify this situation over the next couple of budget cycles would be:

- Increase the funding to the overtime account to a realistic dollar amount, such as I have attempted to do in past budget years.
- Add additional staff so that we are not always running with the absolute bare minimum needed to just get by – as I indicated, we are a small department, but large enough to where there likely will always be a situation of some sort occurring.

Other Information

- The month of November will signify the one-year anniversary of the death of Officer Ryan Copeland. The department will honor him publicly with an open house and viewing of his memorial wall on December 10th.
- A committee of PD personnel has been created to conceptualize the public memorial that will be placed in/on the municipal center grounds.



Incident Analysis Report Summary By Incident Type

McFarland Police Department
Official Case Report
Do Not Re-Release

Print Date/Time: 12/02/2016 10:42
 Login ID: mcbrg
 Incident Type: All
 Call Source: All

From Date: 11/01/2016 00:00
 To Date: 11/30/2016 23:59

McFarland Police Department
 ORI Number: WM0137380
 Officer ID: All
 Location: All

Incident Type	Number of Incidents
911 Abandoned Call	11
911 Call Picking up Telephone	1
911 Call Question	1
911 Call Silent	2
911 Call Understood	3
911 Disconnected	2
Accident Hit and Run	1
Accident Private Property	2
Accident Property Damage	5
Accident Unknown Injuries	1
Accident with Injury	6
Adult Arrested Person	1
Arson	9
Arrest	2
Arrest Bldg	5
Arrest Complaint	4
Arrest Drug	15
Arrest Citizen	5
Arrest Citizen Vehicle Lockout	1
Arrest Data County Sheriff	37
Arrest EMS/Fire	21
Arrest InvtPolice	2
Arrest K9	1
ATL Person	1
Burglary Non Residential	14
Check Person	52
Check Property	2
Civil Dispute	1
Conveyance POC Commitment	1
Damage to Property	1
Deceitful Conduct	4
Disturbance	5
Domestic Disturbance	1
Drug Incident Overdose	4
Drug Incident Investigation	3
Follow Up	1
Foot Patrol	1
Fraud	34
Intoxication	1



Incident Analysis Report

Summary By Incident Type

McFarland Police Department
 Official Case Report
 Do Not Re-Release

Print Date/Time: 12/02/2016 10:42
 Login ID: rsc/bgr
 Incident Type: All
 Call Source: All

From Date: 11/01/2016 00:00
 To Date: 11/30/2016 23:59

McFarland Police Department
 ORI Number: WA0137300
 Officer ID: All
 Location: All

Incident Type	Number of Incidents
Juvenile Arrest	5
Juvenile Complaint	1
Missing Juvenile/Runaway	1
OMV/VAI Arrest/Intoxicated Driver	0
Parking Complaint On Street	5
Peace with a Gun	2
Phone	4
Preserve the Peace	2
Property Found	5
Reps	2
Safety Hazard	10
Serving Legal Papers	1
Sex Offense Miscellaneous	2
Sexual Assault of a Child	1
Silent Case Number	5
Special Event	1
Suspicious Person	4
Suspicious Vehicle	17
Theft	10
Theft from Auto	4
Theft Retail	1
Theft/Complaint	1
Traffic Complaint	4
Traffic Arrest	4
Traffic Complaint/Investigation	29
Traffic Incident	1
Traffic Stop	105
Trespass	1
Total	634



Parks / Public Works / Public Utilities Monthly Report

December, 2016

The following are items that have been accomplished in the Village over the last month:

McDaniel Park:

- ▶ The park was laid up for the winter season.
- ▶ The Lower Yahara Trail project will continue through June of 2017. Large 100' beams needed for the trail have been moved in.

Brandt Park:

- ▶ The park was laid up for the winter season.
- ▶ The Village is planning to replace the outfield lights in 2017.
- ▶ The Village had compost spread on the outfields. This was the third year this application was applied.

Indian Mound Park:

- ▶ Removal of the Phase III trees is scheduled to take place later this year or early next year. We are still waiting for State approval to proceed.
- ▶ We met with Kevin Hamm to discuss the oak wilt treatment plan that has been initiated over the last few years. Kevin is going to address additional trees that are subject to oak wilt in the area where the trees are adjacent to wilt pockets.

Arnold Larson Park:

- ▶ The park was laid up for the winter season.
- ▶ A big "Thank You" goes out to the Lions Club who decorated the gazebo for the Christmas Season.

Flower Corner:

- ▶ The Public Works / Parks staff decorated the large pine tree at flower corner along with installing seasonal banners along Stoughton Road and lighted snowflakes along County Trunk Highway MN through the Village.

Lewis Park:

- ▶ The construction of the new park shelter is complete. Punch list items are complete. The cleaning and staining of the observation deck was also completed in late October / early November.
- ▶ The Public Works and Parks staff prepared and flooded the two outdoor ice rinks. Volunteers will install the hockey boards once the ice is thick enough.
- ▶ Had carpet installed on the interior of the shelter.

Grandview Conservancy:

- ▶ The Village received the permit from the State Historic Society which allowed our consultant to do an archeological evaluation of the area where portions of the path were to be installed. This information was then submitted to the State Archeologist and was approved. The project information was also submitted to the Army Corp of Engineering and they also approved the project. The decision was made to not install the path this year but wait until 2017 and also explore making the path a board walk which runs through the middle of the conservancy. This change will require new permits to be reviewed by the DNR and the Army Corp of Engineering. This project is under review by the Village Board.

William McFarland Park:

- ▶ The park was laid up for the winter season. This includes the bathrooms next to the Curling Club and also the drinking fountain by the Bocce Ball Courts.

Community Garden:

- ▶ The water system was shut off and the lines were winterized.

Juniper Addition Park:

- ▶ Staff continues to monitor the park area in Juniper Addition to make sure everything is maintained.

Dog Park:

- ▶ Continue to service the park on a weekly basis.

Snow Event:

- ▶ The Village staff responded to the first snow event of the season.

Various Public Works Activities:

- ▶ Aerated and over seeded multiple parks throughout the Village.
- ▶ Prepped all snow equipment and vehicles.
- ▶ Ran the street sweeper though out the month of September to try and remove leaves that had fallen in the streets.
- ▶ Patched streets and prepped manholes for the snow removal season.
- ▶ Trimmed trees throughout the Village.
- ▶ Painted the inside of the Police Department in preparation for their Open House on December 10th.
- ▶ Replaced lights and ballast in the Library, Municipal Center, Public Works and associated parking lots for each of those facilities.
- ▶ Cleaning the Public Works Shop and putting away equipment in preparation for the school band booster fruit sale.
- ▶ Installed speed boards and crossing signs around various schools.