

VILLAGE OF SHOREWOOD HILLS
DANE COUNTY WISCONSIN

ORDINANCE NO. L-2015-11

AN ORDINANCE AMENDING SECTION 7.08(2) AND 7.08(5) OF THE VILLAGE CODE OF
ORDINANCES RELATING TO PARKING

The Village Board of the Village of Shorewood Hills, Dane County, Wisconsin, ordains as follows:

1. Section 7.08(2) and 7.08(5) of the Municipal Code of the Village of Shorewood Hills is amended as follows (added text is red and underlined, deleted text is stricken out):

7.08 Parking, Stopping, and Standing Regulated.

- (1) **Maximum time.** No owner or operator of a motor vehicle or trailer may permit the same to be parked upon any highway, street or alley for a period of time in excess of twenty-four hours without moving or causing the same to be moved.
- (2) **No parking.** No owner or operator of a motor vehicle may permit the same to stop, to be parked or to be left standing, upon any portion of the following streets at the following locations, except temporarily for the purpose of and while actually engaged in loading or unloading or in receiving or discharging passengers and while the motor vehicle is attended by a licensed operator so that it may be promptly ~~be~~ moved in case of an emergency or to avoid obstruction of traffic:
 - On the west side of Beloit Court;
 - On east side of Beloit Court during the hours of 6:00 am to 7:00 pm (excluding Saturdays, Sundays, and holidays) except by resident permit;
 - On the blacktop service road situated east of the Blackhawk Country Club clubhouse;
 - On the north side of Blackhawk Drive from its intersection with the easterly boundary of Topping Road extended westerly to the easterly line of Blackhawk Country Club;
 - On the south side of Blackhawk Drive from its intersection with the westerly boundary of Topping Road westerly 240 feet to a point on the north property line of lot 163, third addition to Shorewood;
 - On the south side of Blackhawk Drive from the west property line extended of lot 46, Shorewood First Addition to the south property line extended of lot 46, Shorewood First Addition;
 - On the north side of Blackhawk Drive from a point 25 feet east of the west property line extended of lot 119, Shorewood Second Addition to the blacktop service road situated east of the Blackhawk Country Club clubhouse;
 - On the easterly side of Bowdoin Road, from Amherst Drive to Oxford Road;

- On the north and south sides of Colgate Road, from the University Bay Drive intersection to 65.2 feet west of the east property line extended of lot 4, block 18, of the Beloit Court Replat;
- On the north side of Circle Close from Blackhawk Drive to the throat of the island turnaround.
- On both sides of Columbia Road from the intersection of University Bay Drive to the intersection of Wellesley Road between the hours of 6:00 am and 7:00 pm (excluding Saturdays, Sundays and holidays) except by resident permit;
- On the north side of Columbia Road, from the westerly line extended of lot 27, block 6, replat of College Hills First Addition to the easterly line extended of lot 29, block 6, replat of College Hills First addition;
- On the west side of Columbia Road from it intersection with Amherst Drive to Purdue Street;
- On the west side of Cornell Court;
- On the north side of Crestwood Drive from Sunset Drive to the easterly line extended of lot 108, Shorewood Second Addition;
- On the east side of Dartmouth Road from Columbia Road to 125 feet north of the Dartmouth/Columbia intersection;
- On both sides of Edgehill Drive from Crestwood Drive to Viburnum Drive;
- On the east side of Edgehill Drive from the southerly lot line extended of lot 137, Shorewood Second Addition northerly to Lake Mendota Drive;
- On the east side of Edgehill Drive from the midpoint of lot 253, Fourth Addition, to a point ten (10) feet south of the southern line of lot 258, Fourth Addition;
- On the east side of Edgehill Drive from a point ten (10) feet north of the southern line of lot 266, Fourth Addition, to a point twenty-five (25) feet south of the southern line of lot 268, Fourth Addition;
- On the westerly side of Edgehill Drive from the intersection with Topping Road, northerly to the intersection with Blackhawk Drive and Shorewood Boulevard;
- On both sides of Harvard Drive, from the easterly edge extended of Outlot "D" Post Farm, east to a point opposite the westerly line extended of lot 19, block 19, Replat of College Hills and College Hills First Addition, and, on the south side of Harvard Drive, from the south lot line extended of lot 9, block 15, Replat of College Hills and College Hills First Addition, north and northeasterly around lot 10 to the intersection of Harvard Drive and University Bay Drive;
- On the north side of the 2700 block of Harvard Drive during the hours of 6:00 am to 7:00 pm (excluding Saturdays, Sundays, and holidays) except by resident permit;
- On High Close;
- On Highbury Road from Tally Ho Lane to Topping Road;
- On the north side of Lake Mendota Drive from a point opposite the easterly boundary of the 16th tee of the Blackhawk Country Club, westerly to the westerly boundary of the Village;

- On the north side of Lake Mendota Drive from the east line extended of lot 3, block 4, Shorewood, to the west line extended of lot 6, block 3, Shorewood;
- On the south side of Lake Mendota Drive from the westernmost boundary of lot 131, second addition to Shorewood, to the midpoint of lot 132, second addition to Shorewood;
- On the north side and the south side of Locust Drive from the intersection with Shorewood Boulevard westerly to the intersection with the westernmost boundary of Maple Terrace extended;
- On the east side of Maple Terrace and Burbank Place;
- On the west side of Maple Terrace and Burbank Place between the hours of 9:00 am and 11:00 am (excluding Saturdays, Sundays, and holidays);
- On the north and west sides of Oak Way, from the westerly edge extended from lot 218 of the Third Addition to a point opposite the northerly line extended of the southern portion of partial lot 14, First Addition;
- On south side of Oxford Road from its intersection with Dartmouth Road to its intersection with University Bay Drive during the hours of 8:00 am to 3:00 pm (excluding Saturdays, Sundays, and holidays);
- On the north side of Oxford Road, from University Bay Drive westerly to Bowdoin Road;
- Post Farm Park or the community center parking lot, except for the use of the swimming pool, the community center, or the Post Farm Park;
- On the south side of Purdue Street;
- On the north side of that portion of Rose Place running in an east-west direction from its intersection with the west line of Fern Drive extended to the east line of the north-south section of Rose Place extended;
- On the east side of Shorewood Boulevard between the southerly limits of the Village and the northerly limits of the east Entrance Park and on the west side between the southerly limits of the Village and the intersection with Topping Road;
- On the east side of Sumac Drive along its entire length;
- On the east side of Swarthmore Court;
- On the north side of Tally Ho Lane from its intersection with Shorewood Boulevard to the throat of the island turnaround;
- On the north side of Topping Road from the east corner of lot 225, Shorewood third addition to the intersection with Oak Way;
- On the south side of Topping Road, along the northern boundary of Outlot "C" westerly to the intersection with Blackhawk Drive;
- On the north side of Topping Road from the easterly line extended of lot 168, Shorewood third addition, westerly to its intersection with Blackhawk Drive;
- On the east side of University Bay Drive from the intersection with Colgate Road, southerly to the intersection with University Avenue;
- On west side of University Bay Drive from a point at the northeast corner of the Unitarian Church property on University Bay Drive to its intersection with Highland Avenue;
- On the west side of University Bay Drive, from 918 University Bay Drive north to its intersection with Harvard Drive, during the hours of 6:00 am to

7:00 pm, except by resident permit;

- On the west side of University Bay Drive from Harvard Drive north to Oxford Road, during the hours of 6:00 am to 7:00 pm (excluding Saturdays, Sundays and holidays), except by resident permit;
- On the south side of Viburnum Drive;
- On the east side of Western Road;
- On the easterly side of Yale Road from its intersection with Harvard Drive to its intersection with Columbia Road.; and
- From the southwest corner of the intersection of University Bay Drive and Harvard Drive running 100 feet south on the west side of University Bay Drive.

(3) **No Parking Contrary to Sign.** No owner or operator of a motor vehicle may permit the same to stop, to be parked, or to be left standing upon any street contrary to any signs posted by the police chief or any police officer. Such a sign may be placed whenever the police chief or any police officer on duty deems it necessary for the safety of traffic at any point within fifty feet of any intersection of any streets; where free space is necessary for the turning of buses or other vehicles; when the open traveled portion of a street is narrowed by excessive snow; whenever hazardous conditions are created by construction operations, fire, or other casualty; or whenever any celebration or other cause for the assembly of crowds, or the orderly handling of large amounts of traffic may require limitation of parking on a street.

(4) **Stopping prohibited in certain specified areas.** No owner or operator of any vehicle may permit the same to stop, to be parked, or to be left standing, whether attended or unattended and whether temporarily or otherwise, at any of the following places:

- (a) On the north side of University Avenue from the easterly boundary to the westerly boundary of the Village;
- (b) On the school side of Shorewood Boulevard, Bowdoin Road, Amherst Drive and Columbia Road adjacent to the Shorewood Hills School between the hours of 7:30 am and 4:30 pm during school days, except for the following designated loading zones:
 1. The school side of Columbia from its intersection with Amherst to a point of intersection with the school parking lot access drive; and
 2. On the school side of Shorewood Boulevard from a point 365 feet north of its intersection with Harvard Drive and continuing north 350 feet;
- (c) Abutting the island in the turnaround at the westerly end of Tally Ho Lane in front of the properties with street addresses of 3555, 3562, 3565, 3568, and 3570 Tally Ho Lane;
- (d) Abutting the island in the turnaround at the easterly end of Circle Close in front of the properties with street addresses of 3403, 3404, 3407, 3408, 3409, 3410 Circle Close;

- (e) On the east side of Swarthmore Court between May 25th and September 9th of each year; and
- (f) On the north side of Purdue Street.
- (g) At all intersection islands to 25 feet past the apex at the following intersections:
 1. Dartmouth/Oxford Roads;
 2. Sweetbriar/Oxford Roads;
 3. University Bay Drive/Oxford Road;
 4. University Bay Drive/Columbia Road;
 5. University Bay Drive/Harvard Drive;
 6. Harvard Drive/Cornell Court;
 7. Harvard Drive/Beloit Court;
 8. Colgate/Dartmouth Roads;
 9. Colgate/Yale Roads;
 10. Wood Lane/Lake Mendota Drive;
 11. Sunset/Sumac Drives;
 12. Sunset/Viburnum Drives;

(5) Two-Hour Parking Zones.

- (a) ***Residential Two-Hour Parking Zone.*** A Residential Two-Hour Parking Zone is established. The Two-Hour Parking Zone consists of all residential streets, except for (i) Blackhawk Drive from Topping Road to the easterly edge extended of lot 2, First Addition, and (ii) Sunset Drive from Blackhawk Drive to Crestwood Drive. The Residential Two-Hour Parking Zone also excludes portions of streets (i) where parking is prohibited or restricted as provided at section 7.08 (2), (ii) where stopping is prohibited as provided at section 7.08 (4), or (iii) that are in the One-Hour Zone as provided at section 7.08 (6).
- (b) ***Marshall Court Two-Hour Parking Zone.*** The Marshall Court Two-Hour Parking Zone consists of areas of Marshall Court where parking is allowed, during the hours of 6:00 a.m. to 7:00 p.m., all days of the week.
- (c) ***Parking Hours.*** Except as provided at section 7.09, no owner or operator of a motor vehicle may permit the same to be parked or left standing within or upon a Two-Hour Parking Zone for a period of more than two consecutive hours at any time between the hours of 6:00 am and 7:00 pm (excluding Saturdays, Sundays, and holidays).

(6) One-Hour Parking.

- (a) ***One-Hour Parking Zone.*** A One-Hour Parking Zone is established. The One-Hour Parking Zone consists of the following highways or portions of highways: Dartmouth Road between Columbia and Colgate Roads, Colgate Road, the east side of Cornell Court, Harvard Drive from Swarthmore Court east to the one-way zone, Wellesley Road, and Fern Drive.

(b) **Parking Hours.** Except as provided at section 7.09, no owner or operator of a motor vehicle may permit the same to be parked or left standing within or upon the One-Hour Parking Zone for a period of more than one hour at any time between the hours of 6:00 am and 7:00 pm (excluding Saturdays, Sundays, and holidays).

(7) **Moving of a Motor Vehicle Within A Parking Zone.** No person may move a motor vehicle from a parking space in the One-Hour Parking Zone or in the Two-Hour Parking Zone to a second parking space in either Zone unless after the motor vehicle was moved from the first parking space the motor vehicle was removed from both Zones for at least 30 minutes before the motor vehicle was parked in the second parking space.

(8) **Tampering With Marks on Tires.** No person may alter, erase, remove, obliterate, or tamper with any mark placed on a tire of a vehicle by a Village police officer or community service officer. This provision does not apply to a person who removes such a mark by driving the vehicle if that person complies with all other parking laws.

(9) **No Parking without Current or Valid Registration.** No motor vehicle requiring registration shall be parked on any public street or any property owned by the Village of Shorewood Hills; while within the corporate limits of Shorewood Hills, Dane county, Wisconsin, without a current or valid registration. Any vehicle in violation of said ordinance will require a forfeiture of \$25.00 within the first seven days and a fine of \$40.00 thereafter.

2. This Ordinance shall take effect upon passage and publication pursuant to law.

The above and foregoing ordinance was duly adopted by the Village Board of the Village of Shorewood Hills at its meeting held on _____, 2016.

APPROVED:

Mark Sundquist, Village President

ATTEST:

Colleen Albrecht, Village Clerk

Marshall Ct Parking Counts Saturday April 2nd

10:00 a.m.

54 veh parked 7 empty

12:00 noon

55 veh parked 6 open

3:24 p.m.

41 veh parked 15 open

5:30 p.m.

34 veh parked 24 empty

7:30 p.m.

32veh parked 28 empty

9:25 p.m.

23 veh parked 37 empty

Marshall Ct Parking Counts Sunday April 3rd

8:30 a.m.

48veh parked 12 empty

10:00 a.m.

61veh parked 0 empty

12:55 p.m.

49veh parked 9 empty

2:15 p.m.

47 veh parked 13 empty

Marshall Ct Parking Counts Saturday April 9th

9:00 a.m.

61 Parked 0 empty

11:00 a.m.

59 parked 1 empty

2:00 p.m.

54 parked 7 empty

5:20 p.m.

46 veh parked 15 empty

7:12 p.m.

44 veh parked 17 empty

8:04 p.m.

34 veh parked 27 empty

Marshall Ct Parking Counts Sunday April 10th

9:00a.m.

52 veh parked 9 empty

11:00 a.m.

54 veh parked 7 empty

1:00 p.m.

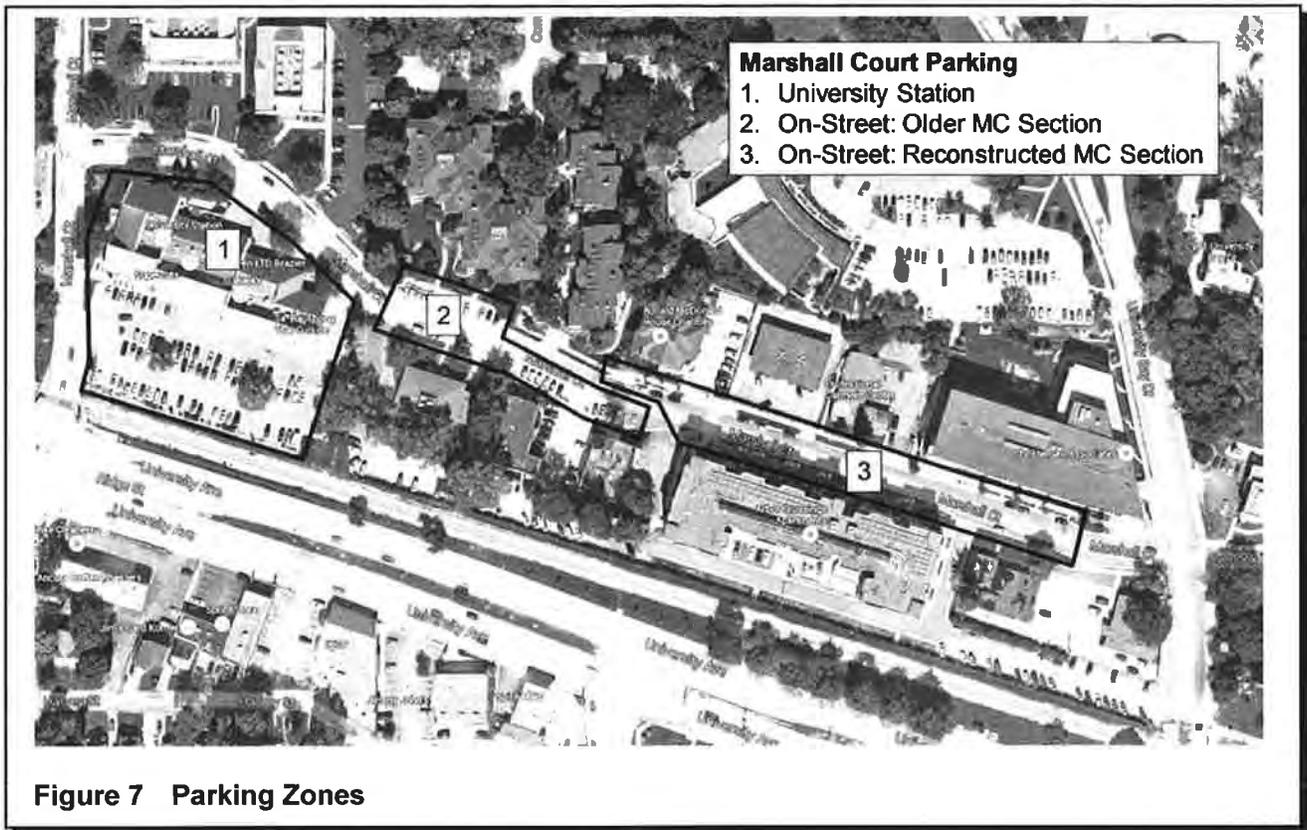
46 veh parked 15 empty

5:10 p.m.

44 veh parked 17 empty

7:30 p.m.

34 veh parked 28 empty



Date	Time	Zone 1 (Parking Lot)			Zone 2 (West On-Street)			Zone 3 (East On-Street)			Totals		
		No.	Empty	% Occ.	No.	Empty	% Occ.	No.	Empty	% Occ.	No.	Empty	% Occ.
Jan. 22	9:00	93	31	67%	33	16	52%	25	3	88%	151	50	67%
Jan. 25	9:00	93	46	51%	33	12	64%	25	1	96%	151	59	61%
Jan. 26	9:00	93	40	57%	33	11	67%	25	1	96%	151	52	66%
Jan. 22	9:30	93	32	66%	33	14	58%	25	2	92%	151	48	68%
Jan. 25	9:30	93	37	60%	33	5	85%	25	1	96%	151	43	72%
Jan. 22	10:00	93	34	63%	33	9	73%	25	1	96%	151	44	71%
Jan. 22*	10:15										58	21	64%
Jan. 26	10:30	93	34	63%	33	4	88%	25	2	92%	151	40	74%
Jan. 22	11:00	93	16	83%	33	11	67%	25	4	84%	151	31	79%
Jan. 25	11:00	93	35	62%	33	0	100%	25	1	96%	151	36	76%
Jan. 26	11:00	93	32	66%	33	5	85%	25	3	88%	151	40	74%
Jan. 25	11:30	93	21	77%	33	3	91%	25	3	88%	151	27	82%
Jan. 26	11:30	93	19	80%	33	1	97%	25	3	88%	151	23	85%
Jan. 22	12:00	93	0	100%	33	3	91%	25	0	100%	151	3	98%
Jan. 25	12:00	93	11	88%	33	7	79%	25	5	80%	151	23	85%
Jan. 22	12:30	93	1	99%	33	1	97%	25	0	100%	151	2	99%
Jan. 25	12:30	93	3	97%	33	12	64%	25	10	60%	151	25	83%
Jan. 20	13:00	93	13	86%	33	1	97%	25	7	72%	151	21	86%
Jan. 25	13:00	93	12	87%	33	10	70%	25	4	84%	151	26	83%
Jan. 20	13:30	93	20	78%	33	13	61%	25	0	100%	151	33	78%
Jan. 25	13:30	93	13	86%	33	11	67%	25	5	80%	151	29	81%
Jan. 13	13:45	93	34	63%	33	11	67%	25	1	96%	151	46	70%
Jan. 20	14:00	93	15	84%	33	17	48%	25	5	80%	151	37	75%
Jan. 13	14:45	93	42	55%	33	5	85%	25	0	100%	151	47	69%
Jan. 26	15:00	93	43	54%	33	2	94%	25	0	100%	151	45	70%
Jan. 21*	15:30										58	15	74%

* Citizen count of Zone 2 and Zone 3 only, unspecified.
 Note: Occupancy over 85% generally considered to be "at capacity"

Figure 8 Weekday Parking Occupancy by Time of Day

For planning purposes, a threshold of 85 percent occupancy is often considered to be "at capacity" for parking. The field data suggests that during the weekday lunch hour, each of the three zones is nearly full and consistently over the 85 percent threshold. Additionally, Zone 3 near the AC I building is typically highly occupied for most of the day. Zone 2 near Shackleton Square varies from day to day.

SHPD provided statistics on the number of parking tickets issued throughout the Village and on Marshall Court itself. In 2012 (after 800 U-Bay opened but before AC I opened), there were 950 parking violations issued in the Village, 633 of which (67 percent) were issued on Marshall Court, and 1 of which was issued to a person with a Marshall Court home address. In 2015 (after AC I opened) there were 1,465 parking violations issued, 856 of which (58 percent) were issued on Marshall Court, and 41 of which were issued to a person with a Marshall Court home address.

There are several factors that are expected to help reduce some sources of demand for parking (and to some degree general traffic congestion):

1. 700 U-Bay Drive will provide 101 total parking stalls underground including a surplus of 10 to 12 underground parking stalls to make up for the fact the 800 U-Bay drive project intentionally provided fewer parking stalls than typically are required. This was due to the anticipated Transport 2020 commuter rail project as well as the increasing implementation of Transportation Demand Management (TDM) measures such as mixed land use projects, etc. There are also a few on-street parking spaces that are currently not in use due to construction of the building. They will be available after construction. Both of these facts should reduce the demand for on-street parking.
2. The Ronald McDonald house (located north of Marshall Court, east of Shackleton Square) is proposing a site expansion that will include 17 above ground and 22 underground parking stalls which is expected to be sufficient to accommodate its guests, visitors, and staff (which is not the case today). This should reduce the demand for on-street parking.
3. There will be a net gain of 5 parking stalls for the University Station shopping center after a proposed land swap and parking lot reconfiguration associated with completing the off-street multiuse path north of the railroad tracks.
4. Continued elimination of private parking stalls leased to commuters along the railroad tracks should reduce peak hour traffic into and out of the Marshall Court area.
5. AC II will provide 142 underground parking stalls, which is expected to be sufficient for its residents, staff, and commercial tenants.
6. For reference, the Shackleton Square property has 15 above ground and 49 below ground parking stalls. 800 U-Bay Drive has 193 stalls all under the building. AC I has 149 stalls all under the building.

It is estimated that completing the reconstruction of Marshall Court including conversion from 90 degree to parallel parking near AC II and Shackleton Square could result in a net loss in total parking stalls available. The net loss would be between approximately 0 and 15 parking stalls depending on whether or not parallel parking is added west of Shackleton Square where there is none today. If it is added to both sides, there would be 0 stalls net change. If it is added to one side, there would be between 5 and 10 stalls lost net. If it is not added to either side, there would be 15 stalls lost net.

D. Traffic Speeds and Crashes

Some residents have voiced concerns about speeding and overall safety. SHPD issued 5,989 speeding citations from 2012 through 2015. None of these were issued on Marshall Court. Traffic speeds do not appear to be a major issue along the corridor.

With respect to safety, there were 81 reported crashes in the Village in 2015; only 2 of these occurred on Marshall Court. One crash was a hit and run of a parked vehicle on Marshall Court. The other involved a

**PRIVILEGED AND CONFIDENTIAL
ATTORNEY/CLIENT COMMUNICATION**

MEMORANDUM

TO: Karl Frantz, Village Administrator
Village of Shorewood Hills

FROM: Anita T. Gallucci

DATE: April 15, 2016

RE: Draft Mobile Siting Tower Ordinance

Responding to lobbying by the cellular phone industry, the Wisconsin legislature in 2013 adopted a new law as part of the biennial state budget bill, which greatly restricts a municipality's authority to regulate wireless facilities. The new law was codified in Wis. Stat. § 66.0404 (copy attached).

The statute significantly curtails the type and scope of regulation that a municipality may apply to the siting and configuration of cell phone towers, antennas, and related equipment. The limitations imposed under the statute are listed in Wis. Stat. § 66.0404(4). This list includes limitations on a municipality's ability to do the following:

- Enact an ordinance imposing a moratorium on the permitting, construction, or approval of any such activities.
- Enact an ordinance prohibiting the placement of a mobile service support structure in particular locations within the municipality.
- Charge a mobile radio service provider a fee in excess of what the statute allows.
- Disapprove an application based solely on aesthetic concerns.
- Impose a surety requirement unless certain conditions are met.
- Require that a mobile service support structure be placed on property owned by the municipality.
- Disapprove an application based solely on the height of the mobile service support structure or on whether the structure requires lighting.

- Condition approval on the agreement of the applicant to provide space or services to the municipality at less than the market rate.
- Limit the duration of any permit that is granted.

The law also renders unenforceable any existing ordinance provisions that are inconsistent with the new law. The Village has undertaken this project to revise its Zoning Code because that code is inconsistent with the new law.

Subject to statutory limitations, a municipality may enact a zoning ordinance to regulate the siting and construction of “new mobile service support structures and facilities” and the placement of antennas and related facilities on existing structures when those structures must first be “substantially modified”¹ in order to host such facilities. Wis. Stat. § 66.0404(2)(a). These activities may only be regulated by zoning ordinance.

Treated differently under the statute are “class 2 collocations,” which involve the placement of antennas and related facilities on existing support structures that do not need to be substantially modified. These are treated as permitted uses, and a municipality has even less authority to deny a permit application for a class 2 collocation or to add conditions to its approval.

The review and approval process, provided in Wis. Stat. § 66.0404(2) and (3), differs for the two categories of construction. The permit process for the first category of permit applications (i.e., new construction and class 1 collocations involving substantial modification) is addressed in Section (b) of the draft ordinance, as summarized below:

- (1) An application with the appropriate fee is submitted to the Zoning Administrator, along with the following information:
 - (i) The name and business address of, and the contact individual for, the applicant.
 - (ii) The location of the proposed or affected support structure.
 - (iii) The location of the proposed mobile service facility.
- (2) If the application is to substantially modify an existing support structure, the applicant must submit a construction plan detailing the modifications.
- (3) If the application is to construct a new mobile service support structure, the applicant must submit:
 - (i) A construction plan that describes the tower and related equipment to be placed on or around the new structure; and

¹ The term “substantial modification” is defined in § 66.0404(1)(s). This activity of placing antennas and related facilities on an existing structures that require substantial modification is referred to as a “class 1 collocation.”

- (ii) An explanation as to why the applicant chose the proposed location, and why the applicant did not choose collocation, including a sworn statement attesting that collocation within the applicant's service area would not result in the same mobile service functionality, coverage, and capacity; is technically infeasible; or is economically burdensome.
- (4) Within 10 days of receiving the application, the Zoning Administrator must determine whether it is complete.
- (5) Once it has a complete application, the Village then has 90 days in which to approve or deny the application. The application is first reviewed by the Plan Commission, which makes a recommendation to the Village Board. The Board's decision is final and may be appealed to circuit court. If the Board fails to take action within the 90 days, the Plan Commission's recommendation becomes the final decision.
- (6) The applicant is notified in writing as to the Village Board's decision. If the decision is to deny the application, then the written notification is to include substantial evidence that supports the decision.

The review and approval process for the second category of construction, class 2 collocations (i.e., the placement of antennas and related facilities on an existing structure that does not need substantial modification), is summarized below:

- (1) An application with the appropriate fee is submitted to the Zoning Administrator and must contain the following:
 - (i) The name and business address of, and the contact individual for, the applicant.
 - (ii) The location of the proposed or affected support structure.
 - (iii) The location of the proposed mobile service facility.
- (2) The Zoning Administrator has 5 days to determine whether the application is complete.
- (3) Within 45 days of receipt of a completed application, the Zoning Administrator or designee shall issue a written decision to approve or deny the application. That decision is final and may be appealed to circuit court.
- (4) Any decision to deny an application must be supported in writing by substantial evidence.

66.0404 Mobile tower siting regulations. (1) DEFINITIONS. In this section:

(a) “Antenna” means communications equipment that transmits and receives electromagnetic radio signals and is used in the provision of mobile services.

(b) “Application” means an application for a permit under this section to engage in an activity specified in sub. (2) (a) or a class 2 collocation.

(c) “Building permit” means a permit issued by a political subdivision that authorizes an applicant to conduct construction activity that is consistent with the political subdivision’s building code.

(d) “Class 1 collocation” means the placement of a new mobile service facility on an existing support structure such that the owner of the facility does not need to construct a free standing support structure for the facility but does need to engage in substantial modification.

(e) “Class 2 collocation” means the placement of a new mobile service facility on an existing support structure such that the owner of the facility does not need to construct a free standing support structure for the facility or engage in substantial modification.

(f) “Collocation” means class 1 or class 2 collocation or both.

(g) “Distributed antenna system” means a network of spatially separated antenna nodes that is connected to a common source via a transport medium and that provides mobile service within a geographic area or structure.

(h) “Equipment compound” means an area surrounding or adjacent to the base of an existing support structure within which is located mobile service facilities.

(i) “Existing structure” means a support structure that exists at the time a request for permission to place mobile service facilities on a support structure is filed with a political subdivision.

(j) “Fall zone” means the area over which a mobile support structure is designed to collapse.

(k) “Mobile service” has the meaning given in 47 USC 153 (33).

(L) “Mobile service facility” means the set of equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and associated equipment, that is necessary to provide mobile service to a discrete geographic area, but does not include the underlying support structure.

(m) “Mobile service provider” means a person who provides mobile service.

(n) “Mobile service support structure” means a freestanding structure that is designed to support a mobile service facility.

(o) “Permit” means a permit, other than a building permit, or approval issued by a political subdivision which authorizes any of the following activities by an applicant:

1. A class 1 collocation.
2. A class 2 collocation.
3. The construction of a mobile service support structure.

(p) “Political subdivision” means a city, village, town, or county.

(q) “Public utility” has the meaning given in s. 196.01 (5).

(r) “Search ring” means a shape drawn on a map to indicate the general area within which a mobile service support structure should be located to meet radio frequency engineering requirements, taking into account other factors including topography and the demographics of the service area.

(s) “Substantial modification” means the modification of a mobile service support structure, including the mounting of an antenna on such a structure, that does any of the following:

1. For structures with an overall height of 200 feet or less, increases the overall height of the structure by more than 20 feet.
2. For structures with an overall height of more than 200 feet, increases the overall height of the structure by 10 percent or more.

3. Measured at the level of the appurtenance added to the structure as a result of the modification, increases the width of the support structure by 20 feet or more, unless a larger area is necessary for collocation.

4. Increases the square footage of an existing equipment compound to a total area of more than 2,500 square feet.

(t) “Support structure” means an existing or new structure that supports or can support a mobile service facility, including a mobile service support structure, utility pole, water tower, building, or other structure.

(u) “Utility pole” means a structure owned or operated by an alternative telecommunications utility, as defined in s. 196.01 (1d); public utility, as defined in s. 196.01 (5); telecommunications utility, as defined in s. 196.01 (10); political subdivision; or cooperative association organized under ch. 185; and that is designed specifically for and used to carry lines, cables, or wires for telecommunications service, as defined in s. 182.017 (1g) (cq); for video service, as defined in s. 66.0420 (2) (y); for electricity; or to provide light.

(2) NEW CONSTRUCTION OR SUBSTANTIAL MODIFICATION OF FACILITIES AND SUPPORT STRUCTURES. (a) Subject to the provisions and limitations of this section, a political subdivision may enact a zoning ordinance under s. 59.69, 60.61, or 62.23 to regulate any of the following activities:

- 1. The siting and construction of a new mobile service support structure and facilities.
- 2. With regard to a class 1 collocation, the substantial modification of an existing support structure and mobile service facilities.

(b) If a political subdivision regulates an activity described under par. (a), the regulation shall prescribe the application process which a person must complete to engage in the siting, construction, or modification activities described in par. (a). The application shall be in writing and shall contain all of the following information:

1. The name and business address of, and the contact individual for, the applicant.
2. The location of the proposed or affected support structure.
3. The location of the proposed mobile service facility.
4. If the application is to substantially modify an existing support structure, a construction plan which describes the proposed modifications to the support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment associated with the proposed modifications.

5. If the application is to construct a new mobile service support structure, a construction plan which describes the proposed mobile service support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment to be placed on or around the new mobile service support structure.

6. If an application is to construct a new mobile service support structure, an explanation as to why the applicant chose the proposed location and why the applicant did not choose collocation, including a sworn statement from an individual who has responsibility over the placement of the mobile service support structure attesting that collocation within the applicant’s search ring would not result in the same mobile service functionality, coverage, and capacity; is technically infeasible; or is economically burdensome to the mobile service provider.

(c) If an applicant submits to a political subdivision an application for a permit to engage in an activity described under par. (a), which contains all of the information required under par. (b), the political subdivision shall consider the application complete. If the political subdivision does not believe that the application is complete, the political subdivision shall notify the applicant in writing, within 10 days of receiving the application, that the application is not complete. The written notification shall specify in detail the required information that was incomplete. An appli-

cant may resubmit an application as often as necessary until it is complete.

(d) Within 90 days of its receipt of a complete application, a political subdivision shall complete all of the following or the applicant may consider the application approved, except that the applicant and the political subdivision may agree in writing to an extension of the 90 day period:

1. Review the application to determine whether it complies with all applicable aspects of the political subdivision's building code and, subject to the limitations in this section, zoning ordinances.

2. Make a final decision whether to approve or disapprove the application.

3. Notify the applicant, in writing, of its final decision.

4. If the decision is to disapprove the application, include with the written notification substantial evidence which supports the decision.

(e) A political subdivision may disapprove an application if an applicant refuses to evaluate the feasibility of collocation within the applicant's search ring and provide the sworn statement described under par. (b) 6.

(f) A party who is aggrieved by the final decision of a political subdivision under par. (d) 2. may bring an action in the circuit court of the county in which the proposed activity, which is the subject of the application, is to be located.

(g) If an applicant provides a political subdivision with an engineering certification showing that a mobile service support structure, or an existing structure, is designed to collapse within a smaller area than the setback or fall zone area required in a zoning ordinance, that zoning ordinance does not apply to such a structure unless the political subdivision provides the applicant with substantial evidence that the engineering certification is flawed.

(h) A political subdivision may regulate the activities described under par. (a) only as provided in this section.

(i) If a political subdivision has in effect on July 2, 2013, an ordinance that applies to the activities described under par. (a) and the ordinance is inconsistent with this section, the ordinance does not apply to, and may not be enforced against, the activity.

(3) COLLOCATION ON EXISTING SUPPORT STRUCTURES. (a) 1. A class 2 collocation is a permitted use under ss. 59.69, 60.61, and 62.23.

2. If a political subdivision has in effect on July 2, 2013, an ordinance that applies to a class 2 collocation and the ordinance is inconsistent with this section, the ordinance does not apply to, and may not be enforced against, the class 2 collocation.

3. A political subdivision may regulate a class 2 collocation only as provided in this section.

4. A class 2 collocation is subject to the same requirements for the issuance of a building permit to which any other type of commercial development or land use development is subject.

(b) If an applicant submits to a political subdivision an application for a permit to engage in a class 2 collocation, the application shall contain all of the information required under sub. (2) (b) 1. to 3., in which case the political subdivision shall consider the application complete. If any of the required information is not in the application, the political subdivision shall notify the applicant in writing, within 5 days of receiving the application, that the application is not complete. The written notification shall specify in detail the required information that was incomplete. An applicant may resubmit an application as often as necessary until it is complete.

(c) Within 45 days of its receipt of a complete application, a political subdivision shall complete all of the following or the applicant may consider the application approved, except that the applicant and the political subdivision may agree in writing to an extension of the 45 day period:

1. Make a final decision whether to approve or disapprove the application.

2. Notify the applicant, in writing, of its final decision.

3. If the application is approved, issue the applicant the relevant permit.

4. If the decision is to disapprove the application, include with the written notification substantial evidence which supports the decision.

(d) A party who is aggrieved by the final decision of a political subdivision under par. (c) 1. may bring an action in the circuit court of the county in which the proposed activity, which is the subject of the application, is to be located.

(4) LIMITATIONS. With regard to an activity described in sub. (2) (a) or a class 2 collocation, a political subdivision may not do any of the following:

- (a) Impose environmental testing, sampling, or monitoring requirements, or other compliance measures for radio frequency emissions, on mobile service facilities or mobile radio service providers.

- (b) Enact an ordinance imposing a moratorium on the permitting, construction, or approval of any such activities.

- (c) Enact an ordinance prohibiting the placement of a mobile service support structure in particular locations within the political subdivision.

- (d) Charge a mobile radio service provider a fee in excess of one of the following amounts:

1. For a permit for a class 2 collocation, the lesser of \$500 or the amount charged by a political subdivision for a building permit for any other type of commercial development or land use development.

2. For a permit for an activity described in sub. (2) (a), \$3,000.

- (e) Charge a mobile radio service provider any recurring fee for an activity described in sub. (2) (a) or a class 2 collocation.

- (f) Permit 3rd party consultants to charge the applicant for any travel expenses incurred in the consultant's review of mobile service permits or applications.

- (g) Disapprove an application to conduct an activity described under sub. (2) (a) based solely on aesthetic concerns.

- (gm) Disapprove an application to conduct a class 2 collocation on aesthetic concerns.

- (h) Enact or enforce an ordinance related to radio frequency signal strength or the adequacy of mobile service quality.

- (i) Impose a surety requirement, unless the requirement is competitively neutral, nondiscriminatory, and commensurate with the historical record for surety requirements for other facilities and structures in the political subdivision which fall into disuse. There is a rebuttable presumption that a surety requirement of \$20,000 or less complies with this paragraph.

- (j) Prohibit the placement of emergency power systems.

- (k) Require that a mobile service support structure be placed on property owned by the political subdivision.

- (L) Disapprove an application based solely on the height of the mobile service support structure or on whether the structure requires lighting.

- (m) Condition approval of such activities on the agreement of the structure or mobile service facility owner to provide space on or near the structure for the use of or by the political subdivision at less than the market rate, or to provide the political subdivision other services via the structure or facilities at less than the market rate.

- (n) Limit the duration of any permit that is granted.

- (o) Require an applicant to construct a distributed antenna system instead of either constructing a new mobile service support structure or engaging in collocation.

(p) Disapprove an application based on an assessment by the political subdivision of the suitability of other locations for conducting the activity.

(q) Require that a mobile service support structure, existing structure, or mobile service facilities have or be connected to backup battery power.

(r) Impose a setback or fall zone requirement for a mobile service support structure that is different from a requirement that is imposed on other types of commercial structures.

(s) Consider an activity a substantial modification under sub. (1) (s) 1. or 2. if a greater height is necessary to avoid interference with an existing antenna.

(t) Consider an activity a substantial modification under sub. (1) (s) 3. if a greater protrusion is necessary to shelter the antenna from inclement weather or to connect the antenna to the existing structure by cable.

(u) Limit the height of a mobile service support structure to under 200 feet.

(v) Condition the approval of an application on, or otherwise require, the applicant's agreement to indemnify or insure the political subdivision in connection with the political subdivision's exercise of its authority to approve the application.

(w) Condition the approval of an application on, or otherwise require, the applicant's agreement to permit the political subdivision to place at or collocate with the applicant's support structure any mobile service facilities provided or operated by, whether in whole or in part, a political subdivision or an entity in which a political subdivision has a governance, competitive, economic, financial or other interest.

(5) APPLICABILITY. If a county enacts an ordinance as described under sub. (2) the ordinance applies only in the unincorporated parts of the county, except that if a town enacts an ordinance as described under sub. (2) after a county has so acted, the county ordinance does not apply, and may not be enforced, in the town, except that if the town later repeals its ordinance, the county ordinance applies in that town.

History: 2013 a. 20, 173.

66.0405 Removal of rubbish. Cities, villages and towns may remove ashes, garbage, and rubbish from such classes of places in the city, village or town as the board or council directs. The removal may be from all of the places or from those whose owners or occupants desire the service. Districts may be created and removal provided for certain districts only, and different regulations may be applied to each removal district or class of property. The cost of removal may be funded by special assessment against the property served, by general tax upon the property of the respective districts, or by general tax upon the property of the city, village or town. If a city, village or town contracts for ash, garbage or rubbish removal service, it may contract with one or more service providers.

History: 1993 a. 246; 1999 a. 150 s. 119; Stats. 1999 s. 66.0405.

66.0406 Radio broadcast service facility regulations. (1) DEFINITIONS. In this section:

(a) "Political subdivision" means any city, village, town, or county.

(b) "Radio broadcast services" means the regular provision of a commercial or noncommercial service involving the transmission, emission, or reception of radio waves for the transmission of sound or images in which the transmissions are intended for direct reception by the general public.

(c) "Radio broadcast service facilities" means commercial or noncommercial facilities, including antennas and antenna support structures, intended for the provision of radio broadcast services.

(2) LIMITATIONS ON LOCAL REGULATION. Beginning on May 1, 2013, if a political subdivision enacts an ordinance, adopts a resolution, or takes any other action that affects the placement, construction, or modification of radio broadcast service facilities, the

ordinance, resolution, or other action may not take effect unless all of the following apply:

(a) The ordinance, resolution, or other action has a reasonable and clearly defined public health or safety objective, and reflects the minimum practical regulation that is necessary to accomplish that objective.

(b) The ordinance, resolution, or other action reasonably accommodates radio broadcast services and does not prohibit, or have the effect of prohibiting, the provision of such services in the political subdivision.

(3) CONTINUED APPLICATION OF EXISTING REGULATIONS. If a political subdivision has in effect on May 1, 2013, an ordinance or resolution that is inconsistent with the requirements that are specified in sub. (2) for an ordinance, resolution, or other action to take effect, the existing ordinance or resolution does not apply, and may not be enforced, to the extent that it is inconsistent with the requirements that are specified in sub. (2).

(4) DENIAL OF PLACEMENT, CONSTRUCTION, OR MODIFICATION OF FACILITIES. If a political subdivision denies a request by any person to place, construct, or modify radio broadcast service facilities in the political subdivision, the denial may be based only on the political subdivision's public health or safety concerns. The political subdivision must provide the requester with a written denial of the requester's request, and the political subdivision must provide the requester with substantial written evidence which supports the reasons for the political subdivision's action.

History: 2013 a. 20; 2013 a. 173 s. 33.

66.0407 Noxious weeds. (1) In this section:

(a) "Destroy" means the complete killing of weeds or the killing of weed plants above the surface of the ground by the use of chemicals, cutting, tillage, cropping system, pasturing livestock, or any or all of these in effective combination, at a time and in a manner as will effectually prevent the weed plants from maturing to the bloom or flower stage.

(b) "Noxious weed" means Canada thistle, leafy spurge, field bindweed, any weed designated as a noxious weed by the department of natural resources by rule, and any other weed the governing body of any municipality or the county board of any county by ordinance or resolution declares to be noxious within its respective boundaries.

(3) A person owning, occupying or controlling land shall destroy all noxious weeds on the land. The person having immediate charge of any public lands shall destroy all noxious weeds on the lands. The highway patrolman on all federal, state or county trunk highways shall destroy all noxious weeds on that portion of the highway which that highway patrolman patrols. The town board is responsible for the destruction of all noxious weeds on the town highways.

(4) The chairperson of each town, the president of each village and the mayor or manager of each city may annually on or before May 15 publish a class 2 notice, under ch. 985, that every person is required by law to destroy all noxious weeds, as defined in this section, on lands in the municipality which the person owns, occupies or controls. A town, village or city which has designated as its official newspaper or which uses for its official notices the same newspaper as any other town, village or city may publish the notice under this subsection in combination with the other town, village or city.

(5) This section does not apply to Canada thistle or annual noxious weeds that are located on land that the department of natural resources owns, occupies or controls and that is maintained in whole or in part as habitat for wild birds by the department of natural resources.

History: 1975 c. 394 s. 12; 1975 c. 421; Stats. 1975 s. 66.96; 1983 a. 112, 189; 1989 a. 56 s. 258; 1991 a. 39, 316; 1997 a. 287; 1999 a. 150 ss. 617 to 619; Stats. 1999 s. 66.0407; 2009 a. 55.

66.0409 Local regulation of firearms. (1) In this section:

(a) "Firearm" has the meaning given in s. 167.31 (1) (c).

VILLAGE OF SHOREWOOD HILLS
DANE COUNTY WISCONSIN

ORDINANCE NO. L-2016-1

AN ORDINANCE REPEALING AND RECREATING SEC. 10-1-93 AND AMENDING
SECS. 10-1-100(F) AND (G) OF THE VILLAGE OF SHOREWOOD HILLS
MUNICIPAL CODE TO COMPLY WITH WIS. STAT. § 66.0404

WHEREAS, 2013 Wisconsin Act 20 (“Act 20”) placed new restrictions on local regulation of wireless telecommunications facilities; and

WHEREAS, the Village Board desires to amend its Zoning Code with respect to the placement of wireless telecommunication facilities so that the code complies with Wis. Stat. § 66.0404, which codifies relevant parts of Act 20.

NOW THEREFORE, the Board of Trustees of the Village of Shorewood Hills, Dane County, Wisconsin, do ordain as follows:

SECTION 1:

Article I, Section 10-1-93 of the Village of Shorewood Hills Municipal Code entitled “Personal Wireless Services Antennas and Antenna Towers” is repealed and recreated to read as follows:

SEC. 10-1-93 MOBILE TOWER SITING REGULATIONS

- (a) Definitions. The following terms shall have the meanings given below, consistent with Wis. Stat. § 66.0404(1):
- (1) “*Antenna*” means communications equipment that transmits and receives electromagnetic radio signals and is used in the provision of mobile services.
 - (2) “*Application*” means an application for a permit under this section to engage in either:
 - a. The siting and construction of a new mobile service support structure and facilities or
 - b. With regard to a class 1 collocation, the substantial modification of an existing support structure and mobile service facilities or a class 2 collocation.
 - (3) “*Class 1 collocation*” means the placement of a new mobile service facility on an existing support structure such that the owner of the facility does not need to construct a free standing support structure for the facility but does need to engage in substantial modification.

- (4) “*Class 2 collocation*” means the placement of a new mobile service facility on an existing support structure such that the owner of the facility does not need to construct a free standing support structure for the facility or engage in substantial modification.
- (5) “*Distributed antenna system*” means a network of spatially separated antenna nodes that is connected to a common source via a transport medium and that provides mobile service within a geographic area or structure.
- (6) “*Equipment compound*” means an area surrounding or adjacent to the base of an existing support structure within which is located mobile service facilities.
- (7) “*Existing structure*” means a support structure that exists at the time an application for a permit to place mobile service facilities on a support structure is filed with the Village of Shorewood Hills.
- (8) “*Fall zone*” means the area over which a mobile service support structure is designed to collapse.
- (9) “*Mobile service*” means a radio communication service carried on between mobile stations or receivers and land stations and by mobile stations communicating among themselves, and includes:
 - a. Both one-way and two-way radio communications services,
 - b. A mobile service that provides a regularly interacting group of base, mobile, portable, and associated control and relay stations (whether licensed on an individual, cooperative, or multiple basis) for private one-way or two-way land mobile radio communications by eligible users over designated areas of operation, and
 - c. Any service for which a license is required in a personal communications service established pursuant to the proceeding entitled “Amendment to the Commission’s Rules to Establish New Personal Communications Services” (GEN Docket No. 90–314; ET Docket No. 92–100), or any successor proceeding.
- (10) “*Mobile service facility*” means the set of equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and associated equipment, that is necessary to provide mobile service to a discrete geographic area, but does not include the underlying support structure.
- (11) “*Mobile service provider*” means a person who provides mobile service.
- (12) “*Mobile service support structure*” means a freestanding structure that is designed to support a mobile service facility.
- (13) “*Permit*” means a written approval issued by the Village, which authorizes any of the following activities by an applicant:
 - a. A class 1 collocation.
 - b. A class 2 collocation.

- c. The construction of a mobile service support structure.
- (14) “*Public utility*” has the meaning given in Wis. Stat. § 196.05(1).
- (15) “*Search ring*” means a shape drawn on a map to indicate the general area within which a mobile service support structure should be located to meet radio frequency engineering requirements, taking into account other factors including topography and the demographics of the service area.
- (16) “*Substantial modification*” means the modification of a mobile service support structure, including the mounting of an antenna on such a structure, that does any of the following:
 - a. For structures with an overall height of 200 feet or less, increases the overall height of the structure by more than 20 feet.
 - b. For structures with an overall height of more than 200 feet, increases the overall height of the structure by 10 percent or more.
 - c. Measured at the level of the appurtenance added to the structure as a result of the modification, increases the width of the support structure by 20 feet or more, unless a larger area is necessary for collocation.
 - d. Increases the square footage of an existing equipment compound to a total area of more than 2,500 square feet.
- (17) “*Support structure*” means an existing or new structure that supports or can support a mobile service facility, including a mobile service support structure, utility pole, water tower, building, or other structure.
- (18) “*Utility pole*” means a structure owned or operated by an alternative telecommunications utility, as defined in Wis. Stat. § 196.01(1d); a public utility; a telecommunications utility, as defined in Wis. Stat. § 196.01(10); a political subdivision; or a cooperative association organized under Wis. Stat. Ch. 185; and that is designed specifically for and used to carry lines, cables, or wires for telecommunications service, as defined in Wis. Stat. § 185.017(1g)(cq); for video service, as defined in Wis. Stat. § 66.0420(2)(y); for electricity; or to provide light.

(b) New Construction and Substantial Modification of Facilities and Support Structures (i.e. Class 1 Collocation).

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- (1) An application for a permit to engage in the siting or construction of a new mobile service support structure and facilities or to engage in a class 1 collocation shall be submitted in writing to the Zoning Administrator before any construction may commence and shall contain the following:
 - a. The name and business address of, and the contact individual for, the applicant.
 - b. The location of the proposed or affected support structure.
 - c. The location of the proposed mobile service facility.

- d. If the application is to substantially modify an existing support structure, a construction plan which describes the proposed modifications to the support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment associated with the proposed modifications.
 - e. If the application is to construct a new mobile service support structure,
 - (i) A construction plan that describes the tower, equipment, network components, antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment to be placed on or around the new structure; and
 - (ii) An explanation as to why the applicant chose the proposed location, and why the applicant did not choose collocation, including a sworn statement from the responsible party attesting that collocation within the applicant’s service area would not result in the same mobile service functionality, coverage, and capacity; is technically infeasible; or is economically burdensome.
- (2) Application Review Procedure. The Zoning Administrator or designee shall review the application and determine whether the application is complete. The Zoning Administrator or designee shall notify the applicant in writing within ten (10) days of receiving the application if it is found not to be complete, and such notice shall specify in detail the required information that was incomplete. Applicants may resubmit their applications as often as necessary until they are complete.
- (3) Review Procedure. An application under this subsection (b) shall be subject the following review procedures:
- a. If the application is complete as determined by the Zoning Administrator or designee, the matter shall be referred to the Plan Commission for its review.
 - b. Within ninety (90) days of its receipt of a complete application (“90-day review period”), the Plan Commission or the Village Board, as the case may be, shall complete all of the following or the applicant may consider the application approved, except that the applicant and the Plan Commission or the Village Board may agree in writing to an extension of the 90-day review period (“extended review period”):
 - (i) The Plan Commission shall review the application to determine whether it complies with all applicable aspects of the Village’s building code and, subject to the limitations in this section, zoning ordinances.
 - (ii) Before the expiration of the 90-day review period or extended review period, if any, the Plan Commission shall make a recommendation to the Village Board with written findings supporting the approval or denial of the application such that the

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Village Board may review the recommendation and findings and issue a final decision. If the Village Board fails to issue a decision within the application review period, the Plan Commission's recommendation shall become the final decision.

(iii) The Village Administrator shall notify the applicant in writing of the final decision.

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(iv) If the decision is to deny the application, the Village Board shall include with the written notification substantial evidence that supports the decision.

c. An application may be denied if an applicant refuses to evaluate the feasibility of collocation within the applicant's search ring and provide the sworn statement described under subsection (b)(1)e.(ii).

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d. If an applicant provides an engineering certification showing that a mobile service support structure, or an existing structure, is designed to collapse within a smaller area than the set back or fall zone area required in under the Zoning Code, the Zoning Code does not apply to such a structure unless the Village provides the applicant with substantial evidence that the engineering certification is flawed.

Deleted: Plan Commission or its designee

e. The permit fee shall comply with Wis. Stat. § 66.0404(4)(d).

(4) Final Decision. The decision of the Village Board or, in the event the Village Board does not act within the application review period, the recommendation of the Plan Commission is a final decision, appealable to circuit court.

Deleted: Plan Commission or its designee

(5) Abandonment. If a mobile service support structure ceases to be used for a period exceeding one year and a day, the owner or operator of that structure shall remove the structure upon the written request of the Village Administrator at no cost to the Village within ninety (90) days of such request. Prior to the issuance of any building or zoning permits, a performance bond shall be provided to guarantee that a support mobile service support structure that has ceased to be used to support mobile service facilities purposes is removed. The bond amount shall be the lesser of twenty thousand dollars (\$20,000) or an amount based on a written estimate of a person qualified to remove such structures.

(6) Structural Requirements. Every mobile service support structure and mobile service facility shall be designed and constructed so as to comply with the requirements of the International Building Code ("IBC") 3108, as amended from time to time. If an inspection of the structure or facility reveals that the structure or facility fails to comply with the IBC in effect at the time of construction and that there is a danger to persons or property due to such noncompliance, then upon written notice to the owner of the structure or facility, the owner shall bring the structure or facility into compliance within thirty (30) days of such notice or within such time as determined by the Village Administrator or designee.

(7) Basic Support Structure and Building Design. All new mobile service support structures and facilities shall be designed as follows:

- a. Mobile service facilities and mobile service support structures shall be constructed out of metal or other nonflammable material.
- b. Mobile service facilities and mobile service support structures shall insure that sufficient anti-climbing measures have been incorporated into the facility, as needed, to reduce potential for trespass and injury.
- c. Emergency back-up generators shall be completely enclosed. Other efforts to mitigate noise from such generators may be required.

(8) Design for Co-Location. All new mobile service support structures shall be structurally and electrically designed to accommodate at least three (3) separate antenna arrays, unless credible evidence is presented that such construction is economically and technologically unfeasible.

Multi-user mobile service support structures shall be designed to allow for future rearrangement of antennas and to accept antennas mounted at varying heights. Parking areas, access roads, and utility easements shall be shared by site users.

(9) Location. A good faith effort in achieving co-location shall be required of the applicant and host entity, subject to existing co-location contracts, and all of the following measures shall be implemented for new mobile service support structures and class 1 collocations:

- a. No mobile service support structure shall be installed closer than one-quarter (1/4) mile from another mobile service support structure, measured from the base of the existing structure to the base of the proposed structure, unless the applicant provides a sworn statement from an individual who has responsibility over the placement of the mobile service support structure attesting that collocation within the applicant's search ring:
 - (i) Would not result in the same mobile service functionality, coverage, and capacity;
 - (ii) Is technically infeasible, or
 - (iii) Is economically burdensome to the mobile service provider.
- b. No mobile service support structure shall be located on a lot in a residential district, unless the lot is greater than two (2) acres in area and the principal use is other than residential.
- c. Mobile service support structures towers, guy wires, appurtenant equipment and buildings shall comply with the yard and set back requirements of the zoning district in which they are located.

(c) Co-located and Multi-user Facilities (Class 2 Collocations).

(1) An application for a permit to engage in a class 2 collocation shall be submitted in writing to the Zoning Administrator and before construction commences and shall contain the following:

- a. The name and business address of, and the contact individual for, the applicant.
 - b. The location of the proposed or affected support structure.
 - c. The location of the proposed mobile service facility.
- (2) The Zoning Administrator shall inform the applicant within five (5) days of receiving the application if the application is not complete. Notification shall be in writing and shall specify in detail the information that was incomplete.
 - (3) Within forty-five (45) days of receipt of a completed application, the Zoning Administrator or designee shall issue a written decision to approve or deny the application, except that the Zoning Administrator or designee and the applicant may agree in writing to an extension.
 - (4) Any decision to deny an application shall be supported by substantial evidence. Such evidence shall be included in the written decision.
 - (5) The permit fee for the permit shall comply with Wis. Stat. § 66.0404(4)(d).
 - (6) The decision of the Zoning Administrator or designee is a final decision appealable to circuit court.

(d) Changes or Additions to Plans Approved Under Subsection (b) or (c).

Subsequent changes or additions to the approved plans or use shall first be submitted for approval to the Village Administrator or designee, if, in the opinion of the Village Administrator or designee such proposed changes or additions constitute a substantial alteration; the matter shall be referred to the Plan Commission for its review.

(e) Conditions.

Conditions such as landscaping, architectural design, type of construction, flood proofing, anchoring of structures, construction commencement and completion dates, sureties, lighting, fencing, planting screens, operational control, hours of operation, improved traffic circulation, deed restrictions, highway access restrictions, increased yard, or parking requirements, among other issues as deemed appropriate may be required by the Plan Commission or Zoning Administrator upon a finding that such conditions are necessary to fulfill the purpose and intent of this Chapter.

(f) Limitations upon Authority.

The Village's review and action in the matter shall be subject to the limitations imposed by Wis. Stat. § 66.0404(4). In the event the applicant believes the Village has exceeded its authority in this regard, the applicant shall notify the Village Board in writing and the Village Board reserves the right to reconsider the matter to ensure that applicable laws are followed.

(g) Height Restrictions.

The height restrictions stated in Article J, Section 10-1-100(a)(4) do not apply to structures permitted under this Section 10-1-93.

SECTION 2:

The Accessory Structure Table in Article J, Section 10-1-100(f) is amended as follows (strikeout indicate words deleted, underline indicate words added):

Accessory Use	Zoning District				Required Setback**	Supplemental Regulations?
	R-1 R-2 R-3	R-4	C-1 C-2 C-3	CF		
ATM (automated teller machine)			P	P	--	Y
Day Care Center, Family	P				--	Y
Farmer's Market / Farm Stand	C	C	C	C	--	Y
Home Occupation	P	P			--	Y
Outdoor Sales / Display			P		--	Y
Keeping Chickens	P					Y
Portable Storage Units	P	P	P	P	--	Y
Temporary Structure for Storage of Construction Materials & Equipment	P	P	P	P	--	Y
Yard Sales / Garage Sales	P	P			--	Y
Accessory Structure						
Antenna Tower/ Wireless Services	C	C	C	C	*	Y
<u>Mobile Service Support Structures/Facilities</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	*	Y
Boat House (note: lake front lots only)	C				*	Y
Child's Play House / Swing <u>Set</u> / Equipment	P	P	P	P	*	Y
Compost Bin	P	P		P	3'	Y
Chicken Coop and Chicken Run	P				*	Y
Deck	P	P		P	5'	Y
Dumpster Enclosure		P	P	P	3'	Y
Emergency Electric Generator	C	C	C	C	5'	Y
Flag Pole	P	P	P	P	5'	Y
Garage, Detached	P	P	P	P	5'	Y
Pool, Pool House, Hot Tub	P	P		C	15'	Y
Residential Quarters for Clergy	P	P		P	*	Y
Satellite Dish	P	P	P	P	*	Y
Solar Array – Stand-Alone	P	P	P	P	3'	Y
Sport Court (tennis, basketball, etc.)	P	P		P	5'	Y
Storage Building/Shed	P	P	P	P	3'	Y
Wind Energy Systems	P	P	P	P	*	Y
P = permitted use; C = conditional use; Y = supplemental regulations apply under (g) below.						
* See supplemental regulations.						
** From both the side and rear lot lines.						

Deleted: set

SECTION 3:

Article J, Section 10-1-100(g) is amended to read as follows (strikeout indicate words deleted, underline indicate words added):

- (g) ~~Antenna Towers/Wireless Services~~ Mobile Service Support Structures/Facilities. Subject to the requirements and procedures contained in Section 10-1-93.

SECTION 4:

All ordinances or parts of ordinances contravening the terms and conditions of this ordinance are, to that extent, repealed.

SECTION 5:

The several sections of this ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of other portions of the ordinance.

SECTION 6:

This ordinance shall take effect immediately upon passage and publication as required by law.

The above and foregoing ordinance was duly adopted by the Village Board of the Village of Shorewood Hills at its meeting held on _____, 2016.

APPROVED:

Mark Sundquist, Village President

ATTEST:

Colleen Albrecht, Village Clerk

Confidential Memorandum
Privileged Lawyer-Client Communication

To Karl Frantz, Village Administrator
From Matthew P. Dregne, Village Attorney
Date April 15, 2016
Re Discontinuing a Public Street by Village Initiative

INTRODUCTION & BACKGROUND

This memorandum describes one procedure by which the Village may discontinue public right-of-way. Wis. Stat. § 66.1003 provides two different procedures by which villages can discontinue public streets. In one procedure, abutting property owners submit a petition requesting that the village board discontinue all or part of a public street. In the other procedure, the village board initiates the discontinuance of a public street.

Because you have informed us that the Village will be initiating the process, this memorandum describes the procedure for discontinuance initiated by the Village.

PROCEDURE FOR DISCONTINUANCE INITIATED BY THE VILLAGE

A step-by-step description of the procedure for discontinuance of public streets by the Village's initiative follows.

1. A resolution must be introduced at a Village Board meeting declaring that because the public interest requires it, a particular public way is vacated and discontinued. § 66.1003(4)(a). We have attached a draft resolution. The resolution must include a metes and bounds legal description and scale map of the street proposed to be discontinued.
2. The Village Board must schedule a hearing on the passage of the above resolution on a date not less than 40 days after the date on which the resolution was introduced. § 66.1003(4)(b).

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3. Once the resolution has been introduced and the public hearing is scheduled, the following notices must be completed by the Village:
 - a. A "Notice of Public Hearing" must be prepared and published as a class 3 notice in the official Village newspaper. § 66.1003(4)(b). We have attached a draft Notice of Public Hearing. Chapter 985 requires that the notice be published once each week for three consecutive weeks, and that the last insertion is published at least one week before the Village Board votes on the resolution. *See* §§ 985.07, 985.01(1m). Newspaper publication is required for this type of notice, and posting may not be used as an alternative to newspaper publication.
 - b. The Village must serve the Notice of Public Hearing on the owners of all lands abutting upon the public way sought to be discontinued. This notice must be personally served upon the abutting landowners at least thirty days before the hearing. § 66.1003(4)(b). The Village can personally serve the abutting property owners in a number of ways. Because the developer is the abutting owner, we recommend simply obtaining an admission of service from the developer.

We can assist the Village in drafting any of the above notices.

4. Any proposed discontinuance of any street or public way, as well as official map changes, must be referred to the Village Plan Commission for its recommendation before final action by the Village Board. § 62.23(5), (6).
5. After the resolution discontinuing the streets is adopted by the Village Board, a certified copy of the final resolution discontinuing the streets must be recorded with the Dane County Register of Deeds. The certified copy of the final resolution must contain a metes and bounds legal description of the land affected and be accompanied by a scale map. § 840.11(2). We have attached a draft notice to the Register of Deeds certifying that the final resolution is a true and correct copy.
6. Once the final resolution is recorded with the Register of Deeds, the lands where the streets are located automatically belong to the owner or owners of the adjoining lands. If there are different owners of the adjoining lands, the land should be annexed to its original lot. If the land's original lot cannot be ascertained, the land should be equally divided between the owners of the lands on each side of the street. § 66.1005.

Please let us know if you have any questions, or if we can provide any further assistance with this matter.

MPD:HJW
Enclosures

**RESOLUTION NO. 5
VILLAGE OF SHOREWOOD HILLS**

**A RESOLUTION TO DISCONTINUE A PORTION OF
CATAFALQUE DRIVE LOCATED IN THE
VILLAGE OF SHOREWOOD HILLS, DANE COUNTY, WISCONSIN**

RECITALS

- A. The Village Board of the Village of Shorewood Hills declares that the public interest requires that the portion of Catafalque Drive, as shown on the map in Exhibit A and more particularly described in Exhibit B (the “Right-of-Way”), be discontinued.
- B. On April 18, 2016, the Village of Shorewood Hills Village Board introduced this Resolution No. 5, to discontinue the Right-of-Way.
- C. A class 3 Notice was published on _____, 2016, _____, 2016, and _____, 2016 in the _____.
- D. A copy of the above Notice was served more than 30 days prior to the public hearing in the manner prescribed by law on the owners of all of the frontage of the lots and lands abutting upon the Right-of-Way.
- E. Pursuant to Wis. Stat. § 840.11, a Lis Pendens was filed with the Dane County Register of Deeds on _____, 2016.
- F. The Plan Commission considered this Resolution and recommended to the Village Board that the Right-of-Way be discontinued.
- G. The Village Board held a public hearing at their regular meeting on _____, 2016 at _____ p.m.
- H. No sufficient written objection to the discontinuance of the Right-of-Way has been filed with the Clerk.
- I. There are no utility facilities within the Right-of-Way.

RESOLUTION

Now, therefore, pursuant to Wis. Stat. § 66.1003, the Village Board of the Village of Shorewood Hills hereby RESOLVES as follows:

1. **Discontinuance of Right-of-Way.** The Right-of-Way is hereby vacated and discontinued since the public interest requires it.
2. **Zoning.** The Right-of-Way shall have the same zoning as the adjacent properties.
3. **Official Map Amendment.** The Village's official map shall hereby be amended consistent with this Resolution.
4. **Reversion of Discontinued Right-of-Way.** The discontinued right-of-way shall revert to the owner of the property located at 2715 Marshall Court, pursuant to Wis. Stat. sec. 66.1005(1).
5. **Clerk Duties.** The Village Clerk is instructed to record a certified copy of this Resolution with the Dane County Register of Deeds.

The above Resolution was duly adopted by motion at the meeting of the Village Board of the Village of Shorewood Hills on the _____ day of _____, 2016.

APPROVED:

Mark L. Sundquist, Village President

ATTEST:

Colleen Albrecht, Village Clerk

POSTED _____

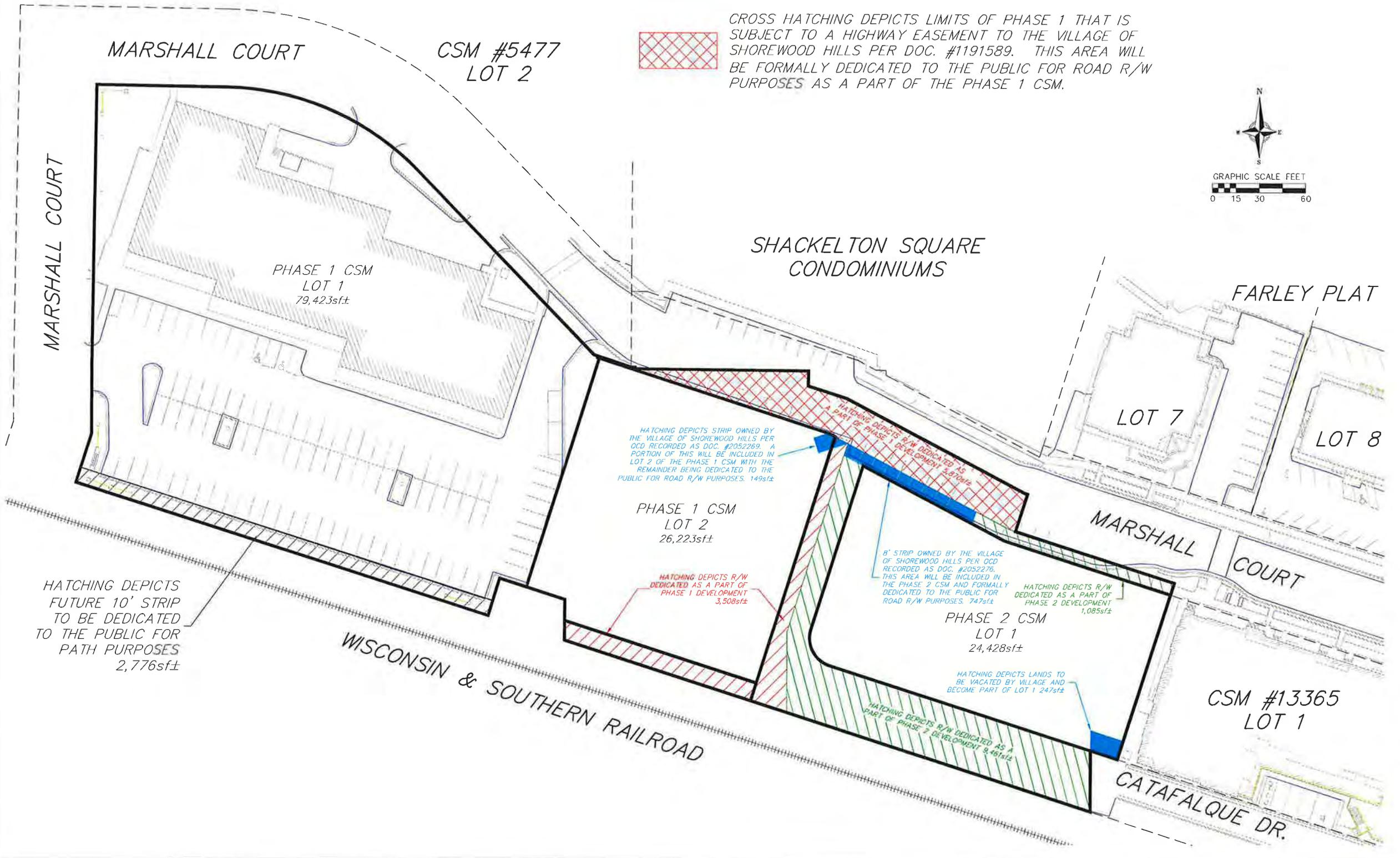
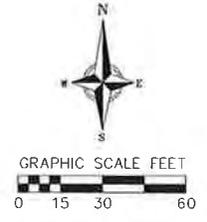
PUBLISHED _____

Exhibit A

Exhibit B

- NOTES:**
1. TOTAL APPROXIMATE AREA OF LANDS DEDICATED TO THE PUBLIC NOT OWNED BY THE VILLAGE OF SHOREWOOD HILLS - 22,700sf±.
 2. TOTAL APPROXIMATE AREA OF LANDS VACATED OR RELEASED FROM THE VILLAGE - 396sf±.
 3. TOTAL APPROXIMATE AREA OF LANDS DEVELOPED - 50,651sf±

CROSS HATCHING DEPICTS LIMITS OF PHASE 1 THAT IS SUBJECT TO A HIGHWAY EASEMENT TO THE VILLAGE OF SHOREWOOD HILLS PER DOC. #1191589. THIS AREA WILL BE FORMALLY DEDICATED TO THE PUBLIC FOR ROAD R/W PURPOSES AS A PART OF THE PHASE 1 CSM.



NO.	DATE	REVISIONS	REMARKS

SCALE
1"=30' (22"x34")
1"=60' (11"x17")

DATE
January 12, 2016

DRAWN BY
MMAR

CHECKED
.JOY

PROJECT NO
150190

SHEET
3 OF 3

DWG. NO.
C-1.0C

Village of Shorewood Hills – Arbor Crossing II
Summary of process
Updated as of 4/15/2016

Tasks to complete:

GDP approval

SIP approval

Conveyance of small fire hydrant parcel by Village to Developer

Discontinuance of small area of public right of way by Village

Agreement among University Station, Village and Developer re land exchange, bike path dedication, etc.

Property acquisition by developer

CSM approval

TIF Agreement

TIF District creation

Completed:

1. Determine Developer development plans and objectives.
2. Developer acquisition of land (partially complete):
 - A. Forest products completed
 - B. Psychologists land under contract but not closed
 - C. Erdman parcels under contract but not closed
3. Determine public improvements needed to serve project.
4. Developer apply for GDP approval
5. Plan Commission public hearing on GDP.

To be completed / tentative sequence and dates.

6. Provide TIF request and financial info to Vandewalle (Rich by April 8)
7. Evaluate developer's financial pro forma ("gap" analysis) (Scott H).
8. Evaluate use of CSM to accomplish conveyances, etc (Matt w/ Vierbicher)
9. Provide letter from Psychologists and Erdman joining PDD zoning application (Rich by April 14).
10. *April 12 Plan Commission meeting* – possible action on GDP.
11. Provide legal description of street discontinuance area – (Mike Marty - by April 13)
12. Prepare ordinance approving GDP (Matt by April 14)
13. Prepare resolution discontinuing public right-of-way, and outline process (Matt by April 14)
14. Prepare draft agreement re mulit party agreement (Matt by April 14)
15. *April 18 Village Board meeting:*
 - A. Introduce resolution discontinuing pubic street.
 - B. Consider multi-party agreement (lot line adjustment and bike path).
 - C. Consider Developer's TIF request (closed session).
16. Provide SIP to Village for review (Randy by April 29?)
17. Review and comment on SIP (Mike S. by May 6?)
18. Prepare Plan Commission resolution approving SIP (Matt by May 6?)
19. *May 10 Plan Commission meeting:*

- A. Consider SIP.
- B. Consider conveyance of Village property (fire hydrant) to Developer.
- C. Consider street discontinuance.
- 20. Prepare Village Board resolution approving SIP (Matt by May 12)
- 21. Prepare draft TIF Agreement (Matt by May 12)
- 22. Review Developer's agreement with Psychologists (Matt by May 12)
- 23. *May 16 Village Board meeting:*
 - A. GDP ordinance – 1st and 2nd readings.
 - B. SIP resolution – possible action.
 - C. Consideration of TIF agreement (closed session).
- 24. Closing on Multi-Party Agreement transaction - By June 10.
- 25. *June 27 Village Board meeting –*
 - A. 3rd reading and possible action on GDP ordinance.
 - B. SIP resolution – possible action.
 - C. Possible action on resolution discontinuing public street.
 - D. Possible action on TIF agreement.
 - E. Possible action on resolution creating TIF District.
- 26. JRB possible action to approve TIF District – late June / early July.
- 27. TID Agreement signed.
- 28. Developer closes on Edman property for Phase 1.
- 29. Certified Survey Map (Phase 1) recorded - dedication of University Station and Arbor Crossing Phase I bike path and other ROW complete.
- 30. Developer constructs Phase 1.
- 31. Developer closes on Psychologists property for Phase 2.
- 32. Arbor Crossing II (Phase 2) CSM to be approved and recorded, accomplishing remaining bike path and ROW dedications.

**Multi-Party Agreement Regarding Conveyances of Real Property
[University Station - Marshall Court Investors - Village]**

This Agreement is entered into this _____ day of _____, 2016 among the Village of Shorewood Hills, a Wisconsin municipal corporation (the “Village”), University Station LLP, a Wisconsin limited liability partnership (“University Station”), and Marshall Court Investors LLC (“Marshall Court”), a Wisconsin limited liability company.

RECITALS

- A. Marshall Court is the owner of the real property located at 2801 Marshall Court, located in the Village of Shorewood Hills, Dane County, Wisconsin (the “Marshall Court Property”).
- B. University Station is the owner of the real property known as the University Station Shopping Center located at _____, in the Village of Shorewood Hills, Dane County, Wisconsin (the “University Station Property”).
- C. The Village is the owner of certain real property adjacent to the Marshall Court Property, currently used as the location for a fire hydrant.
- D. The Village, University Station, and Marshall Court wish to accomplish certain conveyances and dedications in order to facilitate the redevelopment of the Marshall Court Property, the construction of a public bike path adjacent to the University Station Property and the Marshall Court Property, and modify the parking area serving the University Station Property.

AGREEMENT

In consideration of the mutual covenants and undertakings contained herein the parties agree as follows:

- 1. Recitals. The above recitals are material to and incorporated in this Agreement.
- 2. Agreement to convey and dedicate property.
 - a. Marshall Court hereby agrees to convey to University Station, and University Station agrees to accept, in accordance with the provisions of this Agreement, part of the Marshall Court Property described and depicted

in Attachment A ("Parcel A"). The purchase price for Parcel A shall be \$ _____.

- b. University Station hereby agrees to convey to Marshall Court, and Marshall Court agrees to accept, in accordance with the provisions of this Agreement, part of the University Station Property described and depicted in Attachment B ("Parcel B"). The purchase price for Parcel B shall be \$ _____.
- c. The Village hereby agrees to convey to Marshall Court, and Marshall Court agrees to accept, in accordance with the provisions of this Agreement, certain real property situated in the Village of Shorewood Hills, Dane County, Wisconsin, described and depicted in Attachment C ("Parcel C"). The purchase price for Parcel C shall be \$1.00.
- d. Marshall Court hereby agrees to convey to the Village a temporary easement authorizing the Village to maintain a fire hydrant in Parcel C, until such time as the Village constructs a new fire hydrant to replace the fire hydrant in Parcel C.
- e. Marshall Court agrees to prepare at its cost, and University Station and Marshall Court hereby agree to execute and record, a certified survey map ("CSM") containing the "Phase 1 CSM Lots" and the dedications for the bike path shown on Attachment D.

3. Conditions precedent to the conveyances of Parcels A, B and C and the temporary easement affecting Parcel C. The closing on the conveyances of Parcel A, Parcel B, Parcel C and the temporary easement affecting Parcel C is contingent upon the following:

- a. *Parcel A:* Within twenty (20) days after the execution of this Agreement, Marshall Court shall provide to University Station and the Village a commitment for an owner's title insurance policy (Current ALTA Owner's form) issued by a title insurance company ("Title") showing title to Parcel A as of a date no more than 15 days before delivery of such title evidence to be merchantable and free from encumbrances, subject only to liens which will be paid at closing, naming University Station as the proposed owner-insured of Parcel A in the amount of the Purchase Price (the "Commitment"). University Station may obtain gap insurance coverage as part of its title insurance, to provide coverage for the period between the title insurance commitment and the date of Closing. University Station, within five (5) business days after receipt of the Commitment, will make objections to the title to Parcel A based upon examination of the Commitment, said objections to be made by written notice or be deemed

waived. If any objections are so made, Marshall Court shall immediately commence and diligently endeavor in good faith to complete all actions necessary to cure such objections and shall be allowed up to the Closing Date to cure such objections and obtain appropriate endorsements to the Commitment indicating that any such objections have been cured. University Station need not object to mortgages or other liens against the Property. If not sooner satisfied, Marshall Court shall satisfy them at closing. If Marshall Court does not cure University Station's objections by the Closing Date, or if title to Parcel A is not good and marketable of record in Marshall Court at the Closing Date, then University Station shall have the following options:

- (i) University Station may terminate this Agreement, or
- (ii) University Station may elect to waive the objection and accept the title to Marshall Court's interest in Parcel A in its unmarketable condition.

- b. *Parcel B.* Within twenty (20) days after the execution of this Agreement University Station shall provide to Marshall Court and the Village a commitment for an owner's title insurance policy (Current ALTA Owner's form) issued by a title insurance company ("Title") showing title to Parcel B as of a date no more than fifteen (15) days before delivery of such title evidence to be merchantable and free from encumbrances, subject only to liens which will be paid at closing, naming Marshall Court as the proposed owner-insured of Parcel B in the amount of the Purchase Price (the "Commitment"). Marshall Court may obtain gap insurance coverage as part of its title insurance, to provide coverage for the period between the title insurance commitment and the date of Closing. Marshall Court, within five (5) business days after receipt of the Commitment, will make objections to the title to Parcel B based upon examination of the Commitment, said objections to be made by written notice or be deemed waived. If any objections are so made, University Station shall immediately commence and diligently endeavor in good faith to complete all actions necessary to cure such objections and shall be allowed up to the Closing Date to cure such objections and obtain appropriate endorsements to the Commitment indicating that any such objections have been cured. Marshall Court need not object to mortgages or other liens against Parcel B. If not sooner satisfied, University Station shall satisfy them at closing. If University Station does not cure Marshall Court's objections by the Closing Date, or if title to Parcel B is not good and marketable of record in University Station at the Closing Date, then Marshall Court shall have the following options:

- (i) Marshall Court may terminate this Agreement, or
 - (ii) Marshall Court may elect to waive the objection and accept the title to University's Station's interest in Parcel B in its unmarketable condition.
- c. *Parcel C.* Within twenty (20) days after the execution of this Agreement the Village shall provide to Marshall Court a commitment for an owner's title insurance policy (Current ALTA Owner's form) issued by a title insurance company ("Title") showing title to Parcel C as of a date no more than fifteen (15) days before delivery of such title evidence to be merchantable and free from encumbrances, subject only to liens which will be paid at closing, naming Marshall Court as the proposed owner-insured of Parcel C in the amount of the Purchase Price (the "Commitment"). Marshall Court may obtain gap insurance coverage as part of its title insurance, to provide coverage for the period between the title insurance commitment and the date of Closing. Marshall Court, within five (5) business days after receipt of the Commitment, will make objections to the title to Parcel C based upon examination of the Commitment, said objections to be made by written notice or be deemed waived. If any objections are so made, The Village shall immediately commence and diligently endeavor in good faith to complete all actions necessary to cure such objections and shall be allowed up to the Closing Date to cure such objections and obtain appropriate endorsements to the Commitment indicating that any such objections have been cured. Marshall Court need not object to mortgages or other liens against Parcel C. If not sooner satisfied, the Village shall satisfy them at closing. If the Village does not cure Marshall Court's objections by the Closing Date, or if title to Parcel C is not good and marketable of record in the Village at the Closing Date, then Marshall Court shall have the following options:
 - (i) Marshall Court may terminate this Agreement, or
 - (ii) Marshall Court may elect to waive the objection and accept the title to the Village's interest in Parcel C in its unmarketable condition.

4. Conditions precedent to recording the CSM. The recording of the CSM is contingent upon the following:

- a. Completion of the conveyances of Parcel A, Parcel B and Parcel C pursuant to this Agreement.
- b. Approval of the CSM by the Village of Shorewood Hills Village Board.

- c. Adoption by the Village of Shorewood Hills Village Board of a resolution, pursuant to Wis. Stat. § 66.1105(4)(gm), creating a Tax Increment District containing the territory described on Attachment E, and approval by the Joint Review Board of such resolution.
5. Closing. The closing shall take place not later than June 10, 2016 (the “Closing Date”). The closing shall take place at the offices of Title or such other place as the parties shall mutually agree. At the closing:

a. Marshall Court shall deliver to University Station:

- (i) A Warranty Deed properly executed on behalf of Marshall Court in recordable form conveying Parcel A to University Station and warranting title thereto subject to no exceptions except those to which University Station has not objected or has expressly agreed to pursuant to Section 3.a. hereof.
- (ii) All certificates, instruments and other documents necessary to permit the recording of the Warranty Deed.
- (iii) A standard Seller’s Affidavit with respect to judgments, bankruptcies, tax liens, mechanics liens, parties in possession, unrecorded interests, encroachment or boundary line questions, and related matters, properly executed on behalf of Marshall Court.
- (iv) A “marked-up” commitment (initialed by the appropriate title company officer) to issue a policy of title insurance subject to no exceptions except those to which University Station has not objected or has expressly agreed to pursuant to Section 3.a. hereof. Marshall Court shall be responsible for the payment of the premium for such policy of title insurance.

b. University Station shall deliver to Marshall Court:

- (i) A Warranty Deed properly executed on behalf of University Station in recordable form conveying Parcel B to Marshall Court and warranting title thereto subject to no exceptions except those to which Marshall Court has not objected or has expressly agreed to pursuant to Section 3.b. hereof.
- (ii) All certificates, instruments and other documents necessary to permit the recording of the Warranty Deed.
- (iii) A standard Seller’s Affidavit with respect to judgments, bankruptcies, tax liens, mechanics liens, parties in possession,

unrecorded interests, encroachment or boundary line questions, and related matters, properly executed on behalf of University Station.

- (iv) A “marked-up” commitment (initialed by the appropriate title company officer) to issue a policy of title insurance subject to no exceptions except those to which Marshall Court has not objected or has expressly agreed to pursuant to Section 3.b. hereof. University Station shall be responsible for the payment of the premium for such policy of title insurance.

c. *The Village shall deliver to Marshall Court:*

- (i) A Quit Claim Deed properly executed on behalf of the Village in recordable form conveying Parcel C to Marshall Court.
- (ii) All certificates, instruments and other documents necessary to permit the recording of the Quit Claim Deed.
- (iii) A standard Seller’s Affidavit with respect to judgments, bankruptcies, tax liens, mechanics liens, parties in possession, unrecorded interests, encroachment or boundary line questions, and related matters, properly executed on behalf of the Village.
- (iv) A “marked-up” commitment (initialed by the appropriate title company officer) to issue a policy of title insurance subject to no exceptions except those to which Marshall Court has not objected or has expressly agreed to pursuant to Section 3.c. hereof. Marshall Court shall be responsible for the payment of the premium for such policy of title insurance.

d. *Marshall Court shall deliver to the Village:* a fully executed temporary easement in the form attached as Attachment F.

e. *Marshall Court shall deliver to Title:* a plat of survey in substantially the same form attached as Attachment E, with instructions to record the plat of survey immediately following the recording of the deeds for Parcels A, B and C.

- 6. *Certified Survey Map.* As soon as is practicable after the conditions in Section 4 of this Agreement have been satisfied, Marshall Court shall prepare and seek Village approval of the CSM, and Marshall Court and University Station shall execute and record the CSM. If the conditions in Section 4 of this Agreement are not satisfied by October 30, 2016, the obligation to record the CSM shall terminate.

7. Transfer taxes and recording fees. Marshall Court shall pay the real estate transfer tax and recording costs associated with the conveyance of Parcel A, and shall pay the cost of recording the plat of survey and the certified survey map. University Station shall pay the real estate transfer tax and recording costs associated with the conveyance of Parcel B.
8. Real Estate Taxes and Special Assessments. Real estate taxes due and payable for all years prior to that in which Closing occurs, including any amounts otherwise payable for such years which may have been deferred pursuant to applicable law, and real estate taxes due and payable for the year in which closing occurs, shall be paid by Marshall Court as to Parcel A, and University Station as to Parcel B. Parcel C is exempt from property taxation. Marshall Court shall pay any special assessments levied or pending as of the date of this Agreement for Parcel A, including, but not limited to, (i) installments, if any, which appear on the property tax statements for the year in which the closing occurs and (ii) any installments which may have been deferred pursuant to applicable laws. University Station shall pay any special assessments levied or pending as of the date of this Agreement for Parcel B, including, but not limited to, (i) installments, if any, which appear on the property tax statements for the year in which the closing occurs and (ii) any installments which may have been deferred pursuant to applicable laws.
9. Village payment to University Station for bike path dedication. Within fifteen (15) days after the Certified Survey Map has been recorded with the Register of Deeds pursuant to Section 6 of this Agreement, the Village shall pay \$111,200.00 to University Station as consideration for University Station's dedication of land to the Village for bike path purposes, pursuant to the CSM.
10. Village reimbursement to University Station for parking lot work. Following the recording of the CSM, University Station shall construct various improvements to its property as described on the proposal from Joe Daniels Construction Company, Inc., attached as Attachment G (the "University Station Work"). University Station shall be responsible for construction management and traffic control during the University Station Work. Upon completion of the University Station Work, and delivery to the Village of documentation demonstrating the final cost of the University Station Work, the Village shall reimburse University Station for the Cost of the University Station Work as follows:
 - a. Reimbursement for the actual cost of the University Station Work up to a maximum total reimbursement of \$76, 344.00.
 - b. Reimbursement for the cost of construction management and traffic control during the University Station Work equal to ten (10%) percent of the cost

of the University Station Work, up to a maximum total reimbursement for construction management and traffic control of \$7,634.00.

- c. Reimbursement for the cost of removing existing landscaping in connection with the University Station Work, up to a maximum total reimbursement for landscaping removal of \$4,810.00.

11. Notices. All documents to be delivered and all correspondence and notices to be given in connection with this Agreement shall be in writing and given by personal delivery, by facsimile, by email, or sent by a nationally recognized overnight courier or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

University Station: Charles P. Hoke

With a copy to:

Marshall Court: Rich Arneson
Stone House Development, Inc.
625 North Segoe Road
Madison, WI 53705

With a copy to: Jennifer Kraemer
von Briesen & Roper, S.C.
10 East Doty Street, Suite 900
Madison, WI 53703
Phone: (608) 310-3608
Email: jkraemer@vonbriesen.com

The Village: Karl Frantz, Village Administrator
Village of Shorewood Hills
810 Shorewood Blvd.
Madison, WI 53705-2115
Phone: (608) 267-2680
Email: kpfrantz@shorewood-hills.org

With a copy to: Matthew P. Dregne
Stafford Rosenbaum LLP
222 West Washington Avenue, Suite 900
P.O. Box 1784
Madison, WI 53701-1784
Phone: (608) 259-2618
Email: mdregne@staffordlaw.com

A notice delivered personally shall be delivered personally to the person whose attention mailed notices are addressed. A notice sent by facsimile or email shall be deemed given to the party to whom it is sent on the date actually transmitted. A notice sent by mail shall be deemed to have been given to the party to whom it is addressed on the date the same is deposited in the United States registered or certified mail, return receipt requested, postage prepaid, properly addressed to such party at its then current address for the giving of notices. Any party hereto may change such party's address for the service of notice hereunder by written notice of said change to the other parties hereto, in the manner above specified ten (10) days prior to the effective date of said change.

12. Commissions. Marshall Court, University Station and the Village hereby each warrant that they have no broker in connection with the transactions described in this Agreement.
13. Default. Should any party default in the performance of its obligations hereunder or breach any warranty contained herein, and such default shall not be cured within twenty (20) days after notice from another party, the non-defaulting parties shall have and may pursue all rights and remedies available to them hereunder, at law or in equity, or otherwise, including, but not limited to, an action for damages or specific performance.
14. Risk of Loss. Risk of loss prior to the time of closing shall remain in Marshall Court as to Parcel A, University Station as to Parcel B and the Village as to Parcel C.
15. Miscellaneous. All of the covenants, warranties, and provisions of this Agreement shall survive and be enforceable after the closing of this transaction. The

paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. Delivery of an executed copy of this Agreement by facsimile or email shall be deemed delivery of the executed original. This Agreement may be executed in counterparts.

16. Time of the Essence. Except as otherwise stated herein, time is of the essence in the performance of this Agreement.
17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first set forth above.

Village of Shorewood Hills,
a Wisconsin municipal corporation

By _____

University Station LLP,
a Wisconsin limited liability partnership

By _____

Marshall Court Investors LLC,
a Wisconsin limited liability company

By _____

Attachment A - Legal description of Parcel A
Attachment B - Legal description of Parcel B
Attachment C - Legal description of Parcel C
Attachment D - Form of certified survey map
Attachment E - Form of plat of survey
Attachment F - Form of temporary easement agreement
Attachment G - Joe Daniels Construction Proposal

Flad Development & Investment Corp.

Oakbridge Commons
7941 Tree Lane, Suite 105
Madison, Wisconsin 53717-2029
(608) 833-8100 FAX (608) 833-8105
E-mail: flad@flad-development.com

March 4, 2016

Mr. Karl Frantz
Village Administrator
Village of Shorewood Hills
810 Shorewood Boulevard
Madison, WI 53705

Re: University Station/Bike Path

Dear Karl:

As you know, we have been working closely with Brian Berquist of Town & Country Engineering to put together a plan to bring the bike path across the front of University Station Shopping Center ("Shopping Center"). As you can see on the attached drawing, the curb line along the southern most property line will be moved to the north by two feet. This will allow the Village of Shorewood Hills the opportunity to buy approximately ten feet of property (approximately 2,780 sq. ft.) along the south side of the shopping center parking lot to connect to the existing bike path, just east of the tennis courts.

In addition to the sale of the property to the south, there will also need to be a land exchange along with a two lot CSM between the Shopping Center and the land owners to the east (Stonehouse). This land exchange will allow the Shopping Center to add five new parking spaces on the east side of the shopping center. In addition to the improvements on the south and east sides of the shopping center parking lot, the entrance closest to University Avenue (in front of La Brioche) will also need to change. The island in front of La Brioche will become shorter and the island directly across from that island will become longer. This will enable the existing bike path in front of the tennis court to meet up with the bike path at University Station Shopping Center.

The owner of the Shopping Center also understands that there will possibly be eight new two hour parking stalls on Marshall Court directly to the north of the shopping center.

I have attached a proposal from Daniels Construction to make the necessary improvements to the shopping center parking lot. I have also attached a proposal from A.L. Landscaping showing the cost to reimburse the owner of the Shopping Center for the existing plants that were planted a couple of years ago and the cost to remove the plants.

If the owner of the shopping center is responsible for coordinating construction relating to the parking lot improvements, paying the contractor and traffic control during construction there would be a 10% construction management fee of \$7,634.

In addition to the costs outlined in the attached proposals, the owner of the shopping center would also be selling approximately 2,780 sq. ft. of land to the Village of Shorewood Hills for \$111,200 (\$40 sq.ft). We have seen land values anywhere from \$30 - \$50 per sq.ft. along the University Avenue corridor.

In summary the cost to the Village of Shorewood Hills would be as follows:

- Daniels Construction	\$ 76,344
- Reimburse for previous landscaping	\$ 4,810
- 10% construction management fee	\$ 7,634
- Land cost	<u>\$111,200</u>
Total	\$199,988

If the Village is responsible for coordinating construction, traffic control during construction and payments to the contractor, the cost to the Village would be reduced to \$116,010.

If you have any questions regarding this matter please feel free to contact me.

Sincerely,



Thomas R. Romano
Leasing & Management Coordinator

TRR

PROPOSAL

Date 1/21/16

Joe Daniels Construction Company, Inc. General Contractors

919 Applegate Rd. Madison, Wisconsin 53713
(608) 271-4800 Fax (608) 271-4570

tromano@flad-development.com

PROPOSAL SUBMITTED TO		HOME PHONE	FAX
Flad Development			833-8105
ATTN: Tom Romano		WORK PHONE	MOBILE
STREET: 7941 Tree Lane		833-8100	206-4504
CITY STATE ZIP: Madison, WI 53717		DATE OF PLANS	JOB PHONE
		ESTIMATOR	
		Fran Reible	
		JOB NAME	
		Bike Path Changes / Parking Lot Changes	
		JOB LOCATION	
		University Station - Sitework Changes	

We hereby submit specifications and estimates for:

1.) South side - bike path area: Including sawing of existing asphalt and concrete curb, remove with disposal of curb/2'-0 wide asphalt surfaces, removal of masonry piers and metal fencing, removal of landscape planting/trees and mulched area, new curb and gutter, traffic control barricades, light pole relocate, and buried conduit alteration allowance included. Costs: = \$30,812.00
Note: New landscape by others.

2.) East side - land swap area with adjacent property: Including concrete curb/gutter removal, removal of large trees in Flad's new space, grade cuts to match existing parking lot elevations, new area base where needed, new curb and gutter, new asphalt patch at triangle shaped area near street and traffic control barricades. Costs: = \$26,408.00
Note: New landscape by others.

3.) West entrance area - Existing islands to be increased or shortened in length and/or widened to allow for the bike path area to be very close to across the street from old to new. Includes curb/gutter, asphalt, demo and new. Concrete sidewalk replacement and site sign electrical relocated allowance included. Traffic barricades included. Costs: = \$18,621.00
Note: New landscape by others.
Note: All permits and drawings by others.

4.) To add parking lot striping changes for new layout. Costs: = \$500.00

IN THE EVENT OF DEFAULT, OWNER SHALL PAY ALL REASONABLE COSTS AND EXPENSES, INCLUDING ATTORNEYS FEE, INCURRED BY CONTRACTOR IN ENFORCING THIS CONTRACT.

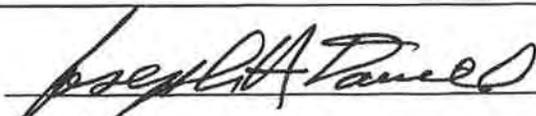
NOTE: SALES TAX WILL BE ADDED WHERE APPLICABLE

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of: **Seventy six thousand three hundred forty four and 00/100** dollars (\$ **76,344.00**).

Payment to be made as follows:
In full upon completion

STATEMENT TERMS: N/30 2% INTEREST PER MONTH CHARGED AFTER 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications including extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature 
 Note: This proposal may be withdrawn by us if not accepted within **30** days

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____
 Signature _____



Flad Development
Attn: Tom Romano

Re: University Station Shopping Center

Replacement of existing plants on south side of parking lot

Replace the following existing plants:

- 3 Salvia (1 gal)
- 8 Spirea (18")
- 13 Assorted Ornamental Grasses (1 gal)
- 7 Daylily (1 gal)
- 1 Gingko Tree (2 ½" caliper)
- 12 Burning Bush (36")
- 4 Shrub Rose (18")
- 1 Crab Tree (2" caliper)
- 2 Black Eyed Susan (1 gal)
- 2 Evonymous Shrub (18")
- 2 Juniper (18")

Install bark mulch (300' by 6' bed)

	\$ 4,560.00
5 ½% sales tax	<u>250.80</u>
	\$ 4,810.80

Alternate options

1. Remove shrubs only on south side of the parking lot

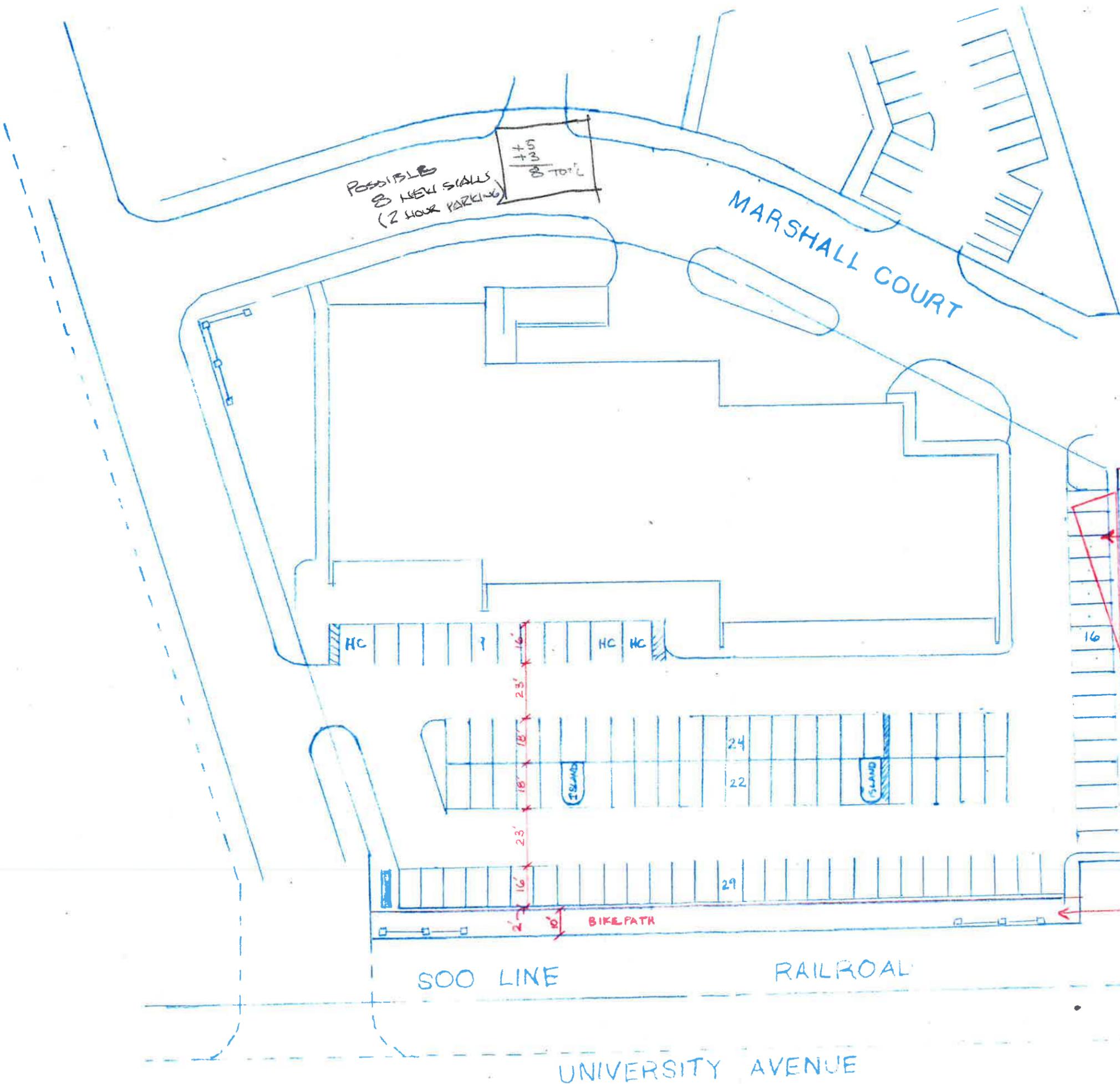
Add \$ 580.00/plus tax

2. Remove bark from this area

Add \$ 500.00/plus tax

David Polich

A.L. Landscaping



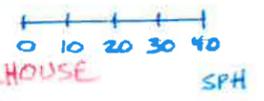
$$\frac{16 \text{ NEW} - (9) \text{ EXIST}}{7 - (2)} = +5 \text{ NET}$$

TRANSFER TO STONEHOUSE
APPROX. +95 SF

TRANSFER FROM STONEHOUSE
APPROX. -390 SF

PARKING SUMMARY (ON-SITE)
TOTAL SPACES: (ALL 9'W)
EXISTING = 95 SPACES
NEW PLAN = 100 SPACES

SCALE: 1" = 40'



TRANSFER TO STONEHOUSE
APPROX. +806 SF

PURCHASE BY VOSH
APPROX. 2,780 SF



Karl Frantz <kfrantz@shorewood-hills.org>

U Ave Painting

1 message

John Mitmoen <jmitmoen@shorewood-hills.org> Wed, Apr 13, 2016 at 1:17 PM
To: Karl Frantz <kfrantz@shorewood-hills.org>

City of Madison is painting University Ave this summer the Village portion would cost about \$3500.00 dollars. The stop bars and cross walks will be painted with epoxy.

Included in this bid painting:

- Our lane of University Ave.
- University Bay Dr
- Marshall Ct
- Shorewood Blvd
- Joyce Erdman Pl
- Highbury Rd
- Rose Place

I talked with Brain Burquist he feels this is the best possible price for us to get this done. I will try to get Maple Terrace added with the City bid If not not we can have it done when Edgehill Dr is painted.

--

Thank you, John

John Mitmoen, Public Works Chief

Village of Shorewood Hills

810 Shorewood Blvd.

Madison, WI 53705

608.209.5024 cell

608.267.2680 office