VILLAGE OF SHOREWOOD HILLS
RESOLUTION NO. R-2015-8

RECITALS

A. The Village of Shorewood Hills and Blackhawk Country Club, Inc. (the "Club") are parties to a lease dated November 24, 1986 pursuant to which the Club leases from the Village and the Village leases to the Club certain premises defined therein.

B. The Village and the Club negotiated certain amendments to the Lease as set forth in a draft Amended and Restated Lease posted on the Village's website on March 13, 2015 (the "Amended and Restated Lease").

C. Section 1.09(1) of the Village's Code of Ordinance provides that "[a]ny future lease, an amendment to the current lease or any disposition of the land currently occupied by the Blackhawk Country Club Corporation, shall be submitted to the electorate in an advisory referendum prior to the Board of Trustees taking an action to approve said future lease or amendment to the current lease or any disposition of the land currently occupied by the Blackhawk Country Club Corporation."

D. Pursuant to Section 1.09(1), the Village Board approved the submission of the following question, the form of which was approved by the Village Attorney as required by section 1.09 (2): "Should the Village of Shorewood Hills Board approve an amendment to the current lease with Blackhawk Country Club, Inc. upon terms at least as favorable to the Village as in the form available for inspection as of March 14, 2015 at http://www.shorewood-hills.org or the Village Hall?"

E. The results of the advisory referendum were as follows: total number of "Yes" votes: 455 and the total number of "No" votes: 375.

F. Subsequent to April 7, 2015, the Village and the Club negotiated a number of amendments to the Amended and Restated Lease to (i) the amount of rent payable for lease years 2016 through 2024, (ii) the Village's use of the leased grounds, (iii) the mutual privileges of the Village and the Club, (iv) the maintenance of the leased premises and (v) collateral assignments of the Club's interest and finalized other date-sensitive terms as set forth in a document entitled "Amended and Restated Lease [draft revised May 29, 2015]" (the "Revised Amended and Restated Lease"), a copy of which is attached hereto as Exhibit A.

G. With respect to the amount of rent payable for lease years 2016 through 2024, the Village and the Club negotiated either (a) the rent provision (and related changes and additions to the Definitions section) set forth in the Revised Amended and Restated Lease (Exhibit A) or (b) the rent provision set forth in attached Exhibit B.

H. The Revised Amended and Restated Lease (Exhibit A) or the Revised Amended and Restated Lease as amended to incorporate the rent provision set forth in Exhibit B each

contains terms at least as favorable to the Village as the Amended and Restated Lease referred to in the advisory referendum question.

I. The Village Board has determined that the Village of Shorewood Hills will benefit from entering into ☐ the Revised Amended and Restated Lease attached as Exhibit A or ☐ the Revised Amended and Restated Lease attached as Exhibit A as amended to incorporate the rent provision set forth in Exhibit B.

RESOLUTION

The Village Board of the Village of Shorewood Hills hereby resolves as follows:

1. The recitals set forth above are material to and are incorporated in this resolution as if set forth in full.

2. The Amended and Restated Lease Between the Village of Shorewood Hills and Blackhawk Country Club, Inc. (the "Agreement"), ☐ attached as Exhibit A or ☐ attached as Exhibit A, as amended to incorporate the rent provision set forth in attached Exhibit B to this Resolution, is approved.

3. The Village President and Village Clerk are authorized to finalize and sign the Agreement on behalf of the Village of Shorewood Hills.

4. The Village Administrator, the Village Attorney and other Village staff and officials are authorized to take such actions as are needed to implement this resolution.

Adopted by the Village Board of the Village of Shorewood Hills, Dane County, Wisconsin, on July 20, 2015.

By_____
Mark Sundquist, Village President

ATTEST

_____
Colleen Albrecht, Village Clerk

AMENDED AND RESTATED LEASE [draft: revised as of May 29, 2015]

WHEREAS, the Village of Shorewood Hills, a municipal corporation, hereinafter called the Lessor, is currently leasing to Blackhawk Country Club, Inc., a corporation organized and existing under the laws of the State of Wisconsin, hereinafter called the Lessee; and

WHEREAS, it is determined beneficial for the Lessee to continue to occupy and maintain the Premises so as to provide green space and scenic views for the residents of the Lessor and the general public; and

WHEREAS, the Lessor and Lessee wish to secure certain additional benefits.

THEREFORE, the Lessor hereby rents to the Lessee, and the Lessee hereby rents from the Lessor the Premises on the following terms and conditions:

I. Definitions. The following definitions shall apply to the following terms used herein:

(a) Premises. The term Premises shall refer to the real estate described on Appendices A to E, inclusive, which are attached hereto and made a part of this Lease and shall include all Buildings and structures presently located thereon.

(b) Grounds. The term Grounds shall include all land included in the term "Premises" but shall exclude therefrom all Buildings or structures thereon.

(c) Buildings. The term Buildings shall refer to all buildings, improvements or structures located on the Premises and all additions thereto, including without limitation all decks or patios, and shall include future buildings, improvements, facilities or structures located on the Grounds.

(d) Clubhouse. The term Clubhouse shall refer to any Buildings or portions thereof in which dining rooms, lounges, bars, meeting rooms and dancing areas may be located.

(e) Member. The term "Member" means a person who has been granted membership status of any kind by Lessee including, without limitation, each person admitted as part of a group membership category (such as the current Corporate membership category). Notwithstanding the foregoing, the term "Member" does not include a person under age 25, and does not include a person whose annual membership dues and fees total less than 10 percent of the highest annual dues and fees paid by other membership classes (as such membership categories are defined by Lessee's Bylaws in effect as of October 1, 2014). A married couple or a couple designated as a family unit by Lessee's Bylaws shall be deemed one member for purposes of this Lease.

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(f) 2014 Membership means 351.

(g) Net New Members. The term "Net New Members" means the number of Members of Lessee during the immediately preceding Lease Year, in excess of the 2014 Membership, if any. The number of Members of Lessee during the immediately preceding Lease Year shall be determined as of the date that Lessee invoices annual membership dues, which as of the date of this Lease is October 1.

(h) Unique Membership Number. The term "Unique Membership Number" means the primary member number assigned to members. For purposes of member identification and verification, Lessee shall issue, whether individually or on a per-household basis, a unique identifying primary member number to each Member. This primary member number shall be the means by which Lessee will identify the number of club Members, and shall also be the reference number under which Lessee will bill Members for annual dues and assessments. Lessee shall not re-use or otherwise recycle primary member numbers in the event of a

member resignation or for any other reason. All members of a member household shall be issued their own unique identifying "secondary member number," which shall be a numeric variation on the primary membership number. For example, if the wife of a member couple is the primary member, she may be issued secondary member number 0123-0001, her husband number 0123-0002, and their child number 0123-0003.

II. Term. The initial term of this Lease shall commence January 1, 2015 and shall end December 31, 2034. While this Lease is entered into as of January 1, 2015, Lessor and Lessee acknowledge that the date of execution is August 1, 2015. Provided that Lessee shall not be in default at the time of exercise and at the time of extension, beyond any applicable cure periods, Lessee shall have the option to extend the term of this Lease for one (1) additional ten (10) year period ending December 31, 2044. If Lessee elects to exercise this option, the Lessee shall provide Lessor with written notice no earlier than December 31, 2024 and no later than December 31, 2031. If Lessee fails to provide such notice, Lessee's option to extend the term shall be null and void. During any extension term, the terms and conditions of this Lease shall remain the same, except as may be otherwise agreed by the parties.

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III. Base Rent and Adjustments to Base Rent.

(a) Lessee agrees to pay Lessor Base Rent, subject to increases as provided in subparagraphs (d), (e) and (f), upon the terms specified below. Base Rent means the amount established as follows for the one-year period beginning January 1, 2015, and on each January 1 thereafter during the initial term and any extended term of this Lease. Base Rent for the period January 1, 2015 through December 31, 2015 is One Hundred Thousand Dollars ($100,000.00) and thereafter Base Rent shall adjust as provided in subparagraphs (d), (e) and (f). Lease Year means the twelve (12) month period commencing January 1, 2015,

and on January 1 of each year thereafter during the initial and any extended term of the Lease.

(b) The amount of Eight Thousand Two Hundred Forty Seven Dollars ($8,247.00) plus the sum of amounts paid by Lessee to Lessor as rent for the period January 1, 2015 through July 31, 2015 shall be a credit against Base Rent for the period January 1, 2015 through December 31, 2015.

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(c) Base Rent, as increased from time to time as provided below, shall be paid in equal monthly installments due on the first day of each month commencing January 1, 2015.

(d) Beginning January 1, 2016 and on January 1 of each Lease Year through and including January 1, 2024, Base Rent shall increase (or remain the same as the case may be) to an amount equal to the greater of (i) Base Rent for the immediately preceding Lease Year or (ii) One Hundred Thousand Dollars ($100,000.00) plus the product calculated by multiplying Three Hundred Dollars ($300.00) by Net New Members. For avoidance of doubt and purposes of illustration only, if Net New Members for the Lease Year ending December 31, 2015 is four (4), Base Rent would increase as of January 1, 2016 by One Thousand Two Hundred Dollars ($1,200.00) to One Hundred One Thousand Two Hundred Dollars ($101,200.00). If Net New Members for the Lease Year ending December 31, 2016 is three (3), Base Rent would remain at One Hundred One Thousand Two Hundred Dollars ($101,200.00) as of January 1. 2017. If Net New Members for the Lease Year ending December 31, 2017 is five (5), Base Rent would increase as of January 1, 2018 to One Hundred One Thousand Five Hundred Dollars ($101,500.00). Before January 15 of each year during the term of this Lease, Lessee shall deliver to Lessor a written statement listing Members identified by their Unique Membership Numbers (the "Membership Report") setting

forth Lessee's calculation of Net New Members for the most recent calendar year. Lessor may request copies of member rosters, books, records, the Blackhawk Membership Directory, and other supporting data and documents to verify and substantiate the Membership Report and the calculation of Net New Members ("verification material"). Lessee shall provide verification material as requested, but Lessee may redact surnames, addresses, phone numbers, email addresses, social security numbers, and other similar personal identifying information of Members (other than Member's Unique Membership Numbers) from verification materials provided to Lessor. Lessee shall maintain complete and accurate books and records of all Members. Lessor may request that Lessee at Lessee's expense in connection with its annual audit, require its auditor to conduct a review of that audit year's Membership Report for compliance with this section. Lessee shall share that portion of its audit with Lessor upon Lessor's request and upon completion of Lessee's prior year financial audit. In the event of a dispute in the calculation of Net New Members, Lessor's calculation shall control absent manifest error. Lessee shall make up any shortfall in the Base Rent payment due January 1 in any Lease Year contemporaneously with the delivery of the Membership Report or upon demand by Lessor.

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(e) On January 1, 2025, Base Rent shall increase to an amount equal to the greater of (i) Base Rent for the immediately preceding Lease Year or (ii) Inflation Adjusted Base Rent as hereafter defined. "Inflation Adjusted Base Rent" means $100,000.00 as modified by the amount derived from multiplying $100,000.00 by one hundred percent (100%) of the 2025 Adjustment Multiplier (as hereafter defined). "2025 Adjustment Multiplier" means the percentage increase or decrease, if any, in Consumer Price Index (as hereafter defined) between the Consumer Price Index published for the month immediately prior to January 1,

2025 and the Base Index (as hereafter defined). "Consumer Price Index" means the index now known as the United States Department of Labor Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base. "Base Index" means 234.812, the CPI-U for December 2014. For avoidance of doubt and illustration purposes only, if the CPI-U published for the month immediately prior to January 1, 2025 is 314.812, the increase would be calculated as the 2025 Adjustment Multiplier times $100,000.00 where the 2025 Adjustment Multiplier is (314.812 – 234.812) ÷ 234.812 such that the amount of Inflation Adjusted Initial Base Rent would be $134,069.81.

(f) On January 1, 2026 and on January 1 of each Lease Year thereafter including any extended term of the Lease (each such date an "Adjustment Date"), Base Rent shall be modified by adjusting the Base Rent for the immediately preceding Lease Year by an amount derived by multiplying Base Rent for the immediately preceding Lease Year by one hundred percent (100%) of the Post-2025 Adjustment Multiplier (as hereafter defined). "Post-2025 Adjustment Multiplier" means the percentage increase or decrease, if any, in the Consumer Price Index between the Consumer Price Index published for the month one year prior to the Adjustment Date and the Consumer Price Index published for the month immediately preceding the Adjustment Date. For avoidance of doubt and illustration purposes only, if the Consumer Price Index published for the month one year prior to January 1, 2026 is 314.812 and the Consumer Price Index published for the month immediately prior to January 1, 2026 is 320.812 and Base Rent then in effect is $134,069.81 (borrowing from the illustration in subparagraph (e)), the increase would be calculated as the Post-2025 Adjustment Multiplier times

$134,069.81 where the Post-2025 Adjustment Multiplier is (320.812 – 314.812) ÷ 314.812 such that the amount of Base Rent for 2026 would be $136,625.05.).

(g) In the event the Consumer Price Index is discontinued, or if a substantial change is made in such index, the parties shall attempt in good faith to agree on an alternative index in accordance with such statistics as may be recommended by a department or agency of the United States Government for such purposes, and absent such a recommendation or such an agreement by the parties, the Lessor shall designate an alternative index.

IV. Payment of Rent. All payments due under this Lease shall be paid to the treasurer of the Village of Shorewood Hills or his or her designated representatives at the Village Hall of the Village of Shorewood Hills when due, without offset or deduction.

V. Use of Premises. The Premises shall be used by the Lessee for the sole purpose of operating a private country club thereon and not for any other purposes except as provided in this Lease or as may be authorized in writing by the Lessor. As a part of its use, the Lessee shall maintain and operate on the Premises, an eighteen (18) hole golf course and a Clubhouse, which shall include therein one or more dining rooms. The Premises shall not be open to use by the general public except as otherwise provided in paragraph XII of this Lease.

VI. Title and Subordination of Liens. The Lessor covenants that the Premises are free and clear of encumbrances except any existing of record as of the date of this Lease and represents and warrants that it holds title in fee simple to such land. Lessor further warrants and agrees that it will not create therein, or willingly permit any third party to establish, any interest, or record any encumbrances, whatsoever in, or against, the Premises except as such shall be subject to the terms and conditions of this Lease, or as may be approved, in advance by Lessee in the exercise of its reasonable discretion. The Lessee warrants and agrees that it will promptly pay for any work done

on or about the Premises contracted for by it and will not permit or suffer any mechanic's or materialmen's lien to attach to the Premises as a result thereof. Lessee agrees not to make any contract for construction, repair, or improvement in, of, or to the Premises, or any part thereof, or for any work to be done or materials to be furnished on or to Premises, or any part thereof, without providing in such contract or agreement that no lien of mechanics or materialmen shall be permitted to arise against or attach to the Premises at any time. All persons furnishing any work, labor, or materials, as well as all other persons, shall be notified in advance of furnishing such labor, work or materials of the aforementioned provision and Lessee shall secure a written waiver of their rights to any such liens and deliver the same to the Lessor prior to the commencement of any such work or the delivery of any materials to the Premises. To that end, Lessee agrees that it will not make any contract or agreement, either oral or written, for any labor, services, fixtures, materials, or supplies in connection with altering, repairing or improving any building or improvement on said Premises without providing in such contract or agreement that the contractor or contractors and the subcontractors shall waive all rights to any liens created by reason of furnishing any labor, services, or materials under such contracts or subcontracts or shall subordinate the same to the interests of the Lessor in the Premises.

VII. Assignment. The Lessee shall not assign this Lease or sublet any portion of the Premises without written consent of the Lessor. This provision shall not prevent the Lessee from renting the Premises to private organizations for the purposes of conducting private social or golf events, provided that the same shall not exceed seventy-two (72) hours at one time.

VIII. Lessee's Use of the Premises. Except as otherwise provided, Lessee shall have the exclusive use of the Premises during the term of this Lease. Lessee may sell liquor and beer in the Clubhouse located on the Premises but agrees as a condition

of this Lease that such sales shall be conducted in an orderly and lawful manner and in accordance with state and municipal regulations and ordinances. The Lessee shall apply for any licenses required for the sale of beer or liquor, and any sales of beer or liquor shall be conditioned upon the Lessee obtaining and maintaining valid license(s) for such sales. Lessor agrees that it will act upon any timely application for renewal of Lessee's liquor license in accordance with Wisconsin law.

IX. Lessor's Use of the Grounds. The Lessor expressly reserves the following uses of the Grounds:

(a) Lessor's residents shall have the right to use the Grounds for winter sports from the earlier of (i) December 1 or (ii) the date, if any, on which Lessee gives notice to its Members that the Grounds are closed due to winter conditions, to April 1 of each year. The Lessor shall, as soon as reasonably possible, repair any damage that may be done to the Premises resulting from such use. Lessor shall not permit the use of snowmobiles on the Grounds.

(b) Lessor shall have the right to construct, modify and maintain a boat house, boat marina, pier, dock and associated facilities including sanitary facilities on the land north of any golf course land improvements on the north side of Lake Mendota Drive described in Appendix B, which is attached hereto and made a part of this Lease (the "Marina and Boathouse Area"). Lessor shall further have the right to store boat lifts in the areas north of any golf course land improvements on the north side of Lake Mendota Drive during a period from October 15 to May 25 but is required to get specific permission for storage of any boat lift remaining after May 25 or remove the lift at Lessor's expense. Lessee shall at all times, at its expense, maintain any improvements or equipment now or hereafter located in the Marina and Boathouse Area and used by Lessee in connection with the irrigation of the Grounds.

(c) Lessor reserves the following rights-of-way from Lake Mendota Drive to be used in conjunction with the uses specified in subsection (b):

1. A right-of-way from Lake Mendota Drive to Lake Mendota for pedestrian traffic ten (10) feet in width, the center line of which is the existing walkway located east of the western-most property line bounding the west end of the golf course land improvements on the north side of Lake Mendota and as generally shown on Exhibit 1 attached hereto.

2. A right-of-way from Lake Mendota Drive to Lake Mendota for vehicular traffic fifteen (15) feet in width, the center line of which is the existing service road which passes east of the golf course improvements on the north side of Lake Mendota and then runs parallel to the edge of Lake Mendota Drive to the existing boat marina as generally shown on Exhibit 1 attached hereto. The Lessor shall have the right to close said service road to all vehicular traffic except authorized service vehicles of either the Lessor or the Lessee. The Lessor may, at its option, construct a gateway across said service road, but, if so, shall at all times provide the Lessee with a key to said gate to permit the free passage of Lessee's service vehicles.

(d) The Lessor shall have the right to use the Grounds subject to reasonable regulation by the Lessee, on one day during the first week of July each year for the purposes of exhibiting and operating a fireworks display. Said use shall be limited to the hours of 4:00 p.m. to 11:00 p.m., and shall be limited to that portion of the Grounds as shall be necessary for said displays. The Lessor shall purchase the fireworks and pay for portable toilets and other necessary expenses

for the aforesaid display. Lessee agrees to pay Lessor one-half of the net cost of putting on the display (net cost remaining after donations) which shall be paid promptly by the Lessee upon request by the Lessor.

(e) Lessor shall have the right to use the golf course maintained on the Premises for adult and children's golf instruction programs. The right reserved hereunder shall be limited to regularly organized groups of Village residents operating under an organized and specifically designated program of instruction conducted by the Lessor. Such use shall be further limited to no more than one-half day per week during the months of May, June, July, and August, which day and time shall be designated by the Lessee. Whenever practical, any golf instruction program shall be conducted jointly between the parties hereto under the supervision of the golf professional(s) in the employ of the Lessee.

(f) Subject to the terms and conditions set forth in this subparagraph, Lessee grants Lessor the right to use that portion of the Premises indicated on Appendix E attached hereto (the "Village Use Area") to construct, develop, manage, maintain, operate or otherwise provide for a salt shed, an equipment storage and maintenance building, and all improvements related thereto or necessary in connection therewith. Lessor agrees that construction of any buildings and related improvements in the Village Use Area will comply with applicable law. Lessee also grants Lessor the right, upon sixty (60) days prior notice to Lessee and in connection with the construction of the Lessor's equipment storage and maintenance building, to remove Lessee's compost operation and part of the gravel parking area in the Village Use Area on the following conditions (the "Removal Conditions"): (i) Lessor must offer Lessee space within the shaded area on Appendix E for a new compost operation location and, if Lessee agrees to space in such area (the "New Compost Site") or elects to relocate its compost

operations elsewhere on Appendix E, Lessor shall incur all reasonable expenses of such relocation, including the cost of preparing the space to a condition suitable for use as a compost operation, providing ingress and egress to such space, and moving the existing compost operation to such space; (ii) to the extent practicable, Lessor offers, or pays the reasonable cost of providing reasonably equivalent or better parking improvements on the Village Use Area or elsewhere on Appendix E lost by Lessee as a result of construction of the equipment storage and maintenance building; and (iii) Lessee shall not be required to relocate during the period from June 1 to August 30. Notwithstanding any other provision in this Lease, Lessor, at its option, may terminate this Lease with respect to the Village Use Area (excluding any New Compost Site) for the remaining term of this Lease provided Lessor satisfies the Removal Conditions. If Lessor exercises this option then this Lease shall terminate with respect to the Village Use Area on the date that is sixty (60) days after the date Lessor exercises its option to so terminate this Lease with respect to the Village Use Area.

X. Lessor's Use of the Buildings. Lessor expressly reserves the following rights in the Buildings:

(a) Lessor shall have the right to use the Clubhouse as a place for Village meetings and elections provided that the time for such use shall not interfere with the reasonable enjoyment of such Premises by Members of the Lessee.

(b) The Lessor shall have the right to use the Clubhouse for social functions of Shorewood Hills organizations, except that such use, unless otherwise mutually agreed upon, shall be limited to twenty-four (24) times per year and to no more than one (1) day in each week of which no more than four (4) days shall fall on a Friday or Saturday. Such use time shall not be cumulative. The Lessor agrees

to provide the Lessee with a schedule of proposed dates for each year prior to the first day of January of each calendar year (failure to provide such list shall not preclude any use reserved by the Lessor). The Lessor shall not schedule any events on holidays unless mutually agreed to by the Lessee. The Board of Trustees of the Village of Shorewood Hills shall determine which Village organizations are eligible under this clause and its findings shall be binding upon the Lessee. The Lessor shall not exercise its rights hereunder so as to conflict with any scheduled event or function held by Lessee. The use of the Lessor hereunder shall be subject to the normal rules and regulations of the Lessee. Lessor shall make all proper arrangements with persons, firms or organizations, if any, which may be operating the bar or restaurant concessions with respect to providing and serving food or refreshments. Shorewood Hills organizations shall be entitled to furnish their own refreshments for their functions and the Lessee shall permit the reasonable use of facilities necessary for serving such refreshments including the use of dishes and silverware provided that such organizations shall be responsible for any loss or breakage. Lessor's use hereunder shall be limited to the hours of 7:00 a.m. until 1:30 a.m. The term "refreshments" in this section does not include intoxicating liquor or fermented malt beverages. Any additional, commercially reasonable staff costs incurred by Lessee to provide service to a Shorewood Hills organization pursuant to this section shall be paid for by the organization.

XI. Use By Village Residents. The Lessor reserves and Lessee grants the following rights in the Premises to Village residents, provided that the same may be limited or released at any time by the Lessor:

Upon application to the Lessee, any adult resident of the Village of Shorewood Hills shall be entitled to play golf on the golf course maintained on the Premises, however, such use shall be limited to such times as shall be reasonable, the same to be

subject to the discretion of the Lessee's golf professional and further provided that no resident shall have the right to play more than four (4) times during any single golf season. Residents playing golf pursuant to this section may be accompanied by three (3) or fewer guests. Residents and their guests playing golf pursuant to this section shall have, on the day of play, food and beverage privileges, at their expense at the prices applicable to Members and without Lessee's extension of credit, at the Lessee's dining and bar facilities. Any resident exercising the rights reserved herein shall be subject to all course rules and regulations set by the Lessee and shall pay fifty percent (50%) of the non-Member standard green fees as shall be set by the Lessee. Resident's guests shall be subject to full non-member standard green fees. Cart fees, if any, will be at standard rates. Use by residents under this provision shall not interfere with any regularly scheduled qualifying event or tournament scheduled by the Lessee.

XII. Mutual Privileges of Lessor and Lessee.

(a) All residents of Lessor shall have the privilege of applying for a social membership in the Club and upon acceptance by the Club any initiation fee shall be waived, provided, however, that such resident shall be obligated to meet all of the other requirements of a social member. In the event that such resident applies for and is accepted as a golfing member or student member the initiation fee for such membership shall be paid along with other charges applicable to these categories.

(b) All adult residents of the Lessor, their children when accompanied by a parent, and their guests, shall have food and beverage privileges at the Club two (2) times each month during the months of November through April 15 on days and at times when the Club is otherwise open and not booked for specific events. All non-Member's dining purchases will be paid for without extension of credit.

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(c) Any non-resident Member of Lessee who applies for membership at the Shorewood Hills Swimming Pool by the application deadline for renewals and new memberships shall, in the absence of a waiting list, be allowed to purchase membership at the non-resident rate. In the event of a waiting list, any non-resident Member of Lessee who applied for new membership at the pool by the application deadline shall be offered priority placement on the non-resident waiting list. Said priority placement shall be at the earliest positions available after those non-residents already on the waiting list from the prior season, but before those non-residents asking to be placed on the list for the first time in the current season. Continued priority requires that the person maintain membership at Lessee, and renew his or her application for pool membership each year by the application deadline for renewals and new memberships. All Lessee membership privileges for non-residents of the Village at the Shorewood Hills Swimming Pool shall be at the non-resident rate, and may be renewed each year at the non-resident rate pursuant to pool rules. Members of the Lessee who are not members of the Shorewood Hills Swimming Pool may purchase one book of guest passes to the pool according to pool rules for Village residents.

(d) All residents of the Lessor shall be given a priority to apply for membership as a golfing member of Lessee provided they are social members of the Club at the time of application. If there is a waiting list for Club golfing membership, the waiting list shall give priority to Village residents over non-residents on an alternating basis meaning priority will take place with alternating selections between two separate waiting list of Village residents and all other applicants, but first selecting the name from the Village residents list and then one name for the other, beginning with the top of the lists.

XIII. Utilities. Lessee shall furnish its own heat and pay for all utility services, such as gas, electricity, telephone, water and sewer services, if any. Utility services provided to any separate structures operated exclusively by the Lessor under the provisions of this Lease shall be separately metered and paid for by the Lessor.

XIV. Janitorial Services. The Lessee shall maintain the Buildings in a clean and presentable condition at all times and shall meet all requirements set by the laws of the State of Wisconsin, or any agency thereof, or set by the ordinances of the Village of Shorewood Hills. Lessee shall provide such janitorial service as shall be required to comply with this section. This section shall not apply to Buildings which are under the exclusive control of the Lessor.

XV. Maintenance of the Premises.

(a) Lessee shall at all times, at its expense, maintain the Premises, including all Buildings, or structures located thereon, the Grounds, watering systems, and trees, bushes, shrubs, and other plantings, in a good state of repair and maintenance and in a sightly condition. Repairs and alterations required by normal deterioration are not excepted. Lessor shall make municipal water and sewer service available to buildings on the same terms and conditions as water and sewer are made available to other property in the Village of Shorewood Hills. Lessee shall not be liable for cost of repairs or replacement of damaged portions of the municipal water and sewer service systems (and their components) that provide water and sewer service to the Premises except to the extent such cost arises in whole or in part from the negligence or willful misconduct of Lessee or its members, employees, agents or invitees. Lessee shall, at its expense, pave and maintain the parking lot and driveways off Blackhawk Drive for the Lessee's use except that Lessor, subject to reimbursement by Lessee as described in subparagraph (b) below, shall repave and stripe the parking lot and driveways in

2015. Lessee shall, at its own expense, maintain the interior of all structures on the Premises in a sightly and presentable condition, normal wear and tear not excepted. This section shall not apply to any Building or area of the Grounds used exclusively by the Lessor, which Building or area of the Grounds shall be maintained at all times in a condition of sightliness and good repair by the Lessor at its expense. If the Lessee shall fail to maintain the Premises as required herein, the Lessor shall have the right, after ten (10) days' notice in writing of the existence of a breach hereunder, to enter the Premises and make such repairs for which the Lessee shall become liable and does hereby agree to pay to the Lessor. In the alternative, the Lessor may after ten (10) days' notice treat such a failure as a breach of this Lease and may avail itself of all other remedies therefor.

(b) Lessee shall reimburse and pay Lessor, without offset or deduction, the actual cost of repaving and striping the parking lot and driveways off Blackhawk Drive (the "Repaving Work") which cost shall not exceed [$] (such actual cost is hereafter referred to as the "Reimbursement Obligation") plus interest on the unpaid principal balance of the Reimbursement Obligation at the Note Rate (as hereafter defined) in one hundred nineteen (119) equal monthly installments, each in an amount sufficient to amortize the Reimbursement Obligation over a ten-year period, beginning December 28, 2015 and on the 28th day of each consecutive month thereafter, plus a final payment of the unpaid balance of the Reimbursement Obligation and accrued interest thereon due on December 28, 2025. The "Note Rate" means the annual rate of interest identified in that certain General Obligation Promissory Note in the principal amount of approximately $2,200,000.00 issued and sold by Lessor to finance the Repaving Work and other improvements. Interest shall be computed for the actual number of days the Reimbursement Obligation is unpaid on the basis of a 360 day year. Full

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or partial prepayment of the Reimbursement Obligation is permitted at anytime without penalty. All prepayments shall be applied first to accrued and unpaid interest, second to other to the principal amount of the Reimbursement Obligation. Lessee's failure or refusal to make any payment when due under this subparagraph shall constitute an event of default under this Lease. Lessee may, with Lessor's consent, which consent shall not be unreasonably withheld or delayed, specify the scope and scale of the Repaving Work, provided however, that in no event shall the cost of the Repaving Work exceed $110,000.00.

(c) Lessee shall make minimum capital expenditures on Buildings and the Clubhouse of not less than One Hundred Fifty Thousand Dollars ($150,000.00) during the five-year period following Lessee's notice of the exercise of the option to extend the term of this Lease. Lessee shall provide proof of compliance with this provision to the Lessor, in form satisfactory to the Lessor, within thirty (30) days of completing compliance with this provision and in any event no later than January 31, 2037.

XVI. Alterations and Additions. The Lessee shall have the right to make structural alterations or improvements beyond ordinary repairs and to make additions to existing Buildings or structures or to erect new Buildings or structures, all upon the written consent and approval of the Lessor, which consent and approval shall not be unreasonably withheld. Alterations and improvements necessary for ordinary restoration need not be approved by the Lessor, however, the Lessor shall be notified in advance of any such repairs or alterations which shall exceed the expenditure of Fifty Thousand Dollars ($50,000.00) in advance thereof. All additions, alterations or improvements made by the Lessee shall pass to the Lessor upon the termination of this Lease. Nothing in this section shall be construed as relieving the Lessee from obtaining all permits or other official approval that may be required by state or local regulations.

XVII. Intentionally Omitted.

XVIII. Liability for Damage. The Lessor shall not be liable to the Lessee for any damage whatsoever resulting from defects in any Buildings or structures on the Premises or any utility system located thereon except as provided in Section XV above. The Lessee hereby covenants and agrees that it will save the Lessor harmless and defend it against all claims arising from damage or injury caused by any defects whatsoever in the Premises, including structures located thereon, or resulting from Lessee's use of said Premises or the use by any of its members, employees, agents or invitees. The liability of the Lessee shall not extend to damage or injury related to structures constructed and maintained by the Lessor for its exclusive use nor to any injury or damage occurring on any portion of the premises while the same is under the exclusive control of the Lessor; except when such liability or damage shall result from failure of the Lessee to meet a duty to maintain or repair under the terms of this Lease. The Lessor agrees to save the Lessee harmless and shall defend it against all claims arising from damage or injuries occurring during activities sponsored by the Lessor on

the premises unless said damage or injury results from a failure of the Lessee to meet its duty to maintain and repair the Premises as set forth in this Lease or as a result of the direct negligence or intentional acts of employees, agents of the Lessee or other person under its management and control. Either party hereto agrees to notify the other immediately upon receipt of any claim or damage or loss occasioned by any person and upon which liability upon either party might be predicated. Nothing contained in this Lease is intended to be a waiver or limitation of the Lessor or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, without limitation, those contained within Wisconsin Statutes §§ 893.80, 895.52 and 345.05, as amended or renumbered from time to time. To the extent that indemnification is available and enforceable, Lessor and its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law from time to time.

XIX. Liability Insurance. The Lessee agrees, upon acceptance of the Premises, to take out and maintain, at its own cost and expense, commercial general liability insurance coverage (or its equivalent) of at least One Million Dollars ($1,000,000.00) each occurrence and Two Million Dollars ($2,000,000) annual aggregate which commercial general liability policy shall include (i) coverage for bodily injury and death, property damage and personal injury; (ii) contractual liability coverage; and (iii) medical payments coverage of at least Ten Thousand Dollars ($10,000.00). Such policy shall name Lessor as an additional insured. So long as Lessee is engaged in any way in the sale or distribution of alcoholic beverages, Lessee shall also maintain liquor liability insurance on an occurrence basis with limits reasonably acceptable to Lessor. If written on a policy separate from the commercial general liability policy, such policy shall name Lessor as an additional insured. Within thirty (30) days following written request therefore, Lessee shall provide Lessor with a certificate of all policies

required in this Lease, including an endorsement providing that such insurance shall not be canceled except after 30 days notice in writing to Lessor. Lessor, from time to time, may require increases in the policy limits for any policy required to be carried by Lessee hereunder in order to reflect standard limits for similar properties or lessees.

XX. Property Insurance. Lessee shall take out and maintain, at its own cost and expense, insurance covering all causes of loss insurable under a "Causes of Loss – Special Form policy (or its equivalent) with full replacement cost coverage for all Buildings and appurtenances on the Premises, except those constructed by the Lessor and remaining under its exclusive control. Said policy or policies of insurance shall identify Lessor as the named insured and Lessee as an additional named insured, as their interest shall appear. Lessee shall furnish to the Lessor a complete reliable appraisal by a person or firm acceptable to the Lessor as to the replacement value of all buildings on the first day of the term of this Lease and at least every five (5) years thereafter and immediately upon the completion of any major improvement or addition thereto, unless such appraisal requirements are waived in writing by the Lessor.

XXI. Default in Insurance. If the Lessee shall fail to procure the insurance set forth in paragraphs XIX and XX of this Lease or any appraisal or annual reevaluation required therein, the Lessor may secure such insurance, appraisals or annual reevaluations and the Lessee agrees that any charges therefor shall be paid by it upon demand by the Lessor. Nothing in this section shall limit the right of the Lessor to treat any default under the insurance provisions of this Lease by the Lessee under other default provisions of this Lease at the option of the Lessor. If Lessor is forced to take out any insurance due to the default of the Lessee in this respect, it shall notify Lessee of the amount of premium paid by it and thereupon Lessee shall reimburse the Lessor for such premium payments. Failure of Lessee to pay such premiums or the costs of appraisers or reevaluations incurred by the Lessor within ten (10) days from notice to

Lessee in writing by the Lessor of the amount due, shall constitute a breach of the covenants of this Lease. Lessee shall provide the Lessor with copies of policies, or with certificates of insurance, for all policies of insurance required under this Lease.

XXII. Destruction of Premises. In the event of damage by an insurable casualty so as to render any portion of the Premises partly or wholly untenable, the same shall be restored or repaired by the Lessee to the extent that said loss is covered by insurance. Any and all monies paid to the Lessee or to the Lessor pursuant to the provisions of any policy of insurance covering buildings or structures on the leased Premises shall be used to repair, restore, or rebuild the Clubhouse or other Buildings or structures covered by said insurance. Such work or repair, restoration or rebuilding shall be done with all reasonable dispatch after the occasion therefor arises and there shall be no abatement of rent during the period the Lessee is making such repairs, restoration or is rebuilding. This section does not apply to any structures subsequently constructed by the Lessor on the Premises, except that in the event of damage or destruction involving such structures, if the same are to be rebuilt, the Lessor shall do so within a reasonable time after such damage or destruction or shall remove the same. In the event that the damage or destruction occurs within five (5) years from the end of the term of this Lease, or within five (5) years from the end of the term of the Lease as extended, the Lessee shall have the option of rebuilding or repairing under the terms of this Lease or terminating the Lease. In the event of termination, all proceeds received by the Lessee from insurance covering its interest in the Premises, except as the same may cover personal property belonging to the Lessee, shall be paid to the Lessor.

XXIII. Default in Rent or Scheduled Payments. In the event of default by the Lessee in any scheduled payments or rents herein reserved, or any part thereof, and if such default shall continue for thirty (30) days after written notice from Lessor, then the Lessor shall, without further notice, at its option, have the right to reenter the Premises,

remove the Lessee and all persons holding under Lessee therefrom, and to terminate this Lease, and repossess itself of the Premises; provided, however, that such repossession shall not constitute waiver by the Lessor of any other rights which it might have to enforce the collection of rents for the balance of the term, or to recover damages from the Lessee for default in the payment of rents, or otherwise.

XXIV. Default of Either Party (Other Than Payments). If either party hereto should be in default under any provisions of this Lease, the other party, prior to exercising any option arising upon such default, unless such default shall immediately threaten the interest of the said party in the Premises, shall give the defaulting party written notice of such default, and the defaulting party shall have ten (10) days in which to cure such default, unless a shorter time be provided elsewhere in this Lease, in which case the shorter time shall apply; provided, however, that if any such default cannot be remedied by the defaulting party with reasonable diligence within said ten (10) days, the defaulting party may have such additional time as may, under the circumstances, be reasonably necessary to complete the remedy of such default. This section shall not apply to the payment of any rents or other payments reserved hereunto to the Lessor.

XXV. Notices. All notices or demands to be given under this Lease by one party to the other shall be given personally or by certified mail addressed to the last known address of the other party. The date of service of a notice or demand shall be the date of actual personal service or the postmark on the certified mail, as the case may be. Notices to Lessor shall be directed to the attention of the Village Administrator.

XXVI. Parties Bound. This Lease and the provisions herein under shall be binding upon the respective parties and shall inure to the benefit of said parties, their successors and assigns.

XXVII. Termination on Bankruptcy. If the Lessee shall be adjudged bankrupt or if a judgment is rendered against the Lessee in such an amount as to render the Lessee

insolvent and incapable of meeting the obligations hereunder, and such judgment or order is not appealed from or if said Lessee shall make an assignment for the benefit of creditors or if a receiver shall be appointed for the Lessee by a court of competent jurisdiction and said order appointing the receiver is not appealed from by the Lessee, the Lessor may immediately terminate this Lease and the right of the Lessee to possession of the Premises.

XXVIII. Fixtures. Any fixtures installed by the Lessee may be removed by the Lessee at its expense at any time provided that the Lessee shall leave the Premises in as good condition after said removal, as prior thereto, and provided that said Lessee shall have the written permission of the Lessor for such removal. If the Lessor does not approve the removal of any fixtures installed by the Lessee, it shall pay for the same a sum equal to the cost thereof to the Lessee less reasonable depreciation. This provision shall be applicable to trade fixtures.

XXIX. Surrender of Premises on Termination. The Lessee, upon termination of this Lease, in any manner, will surrender to the Lessor possession of the Premises in good and clean condition and repair and will deliver up the keys to the Lessor.

XXX. Taxes. The Lessee shall pay all taxes assessed or levied against its property located on the Premises.

XXXI. Consolidation of Lessor. In the event Lessor consolidates with another municipality effective before November 30, 2044 and this Lease is still in effect, the rights and privileges accorded to Lessor's residents under this Lease shall continue as to those persons residing within the boundaries of the Lessor as they existed as of January 1, 2015. In the event Lessor consolidates with another municipality effective before November 30, 2044 and provided Lessee shall not be in default at the time of exercise and at the time of extension, beyond any applicable cure periods, Lessee shall have the option to extend the term of Lease for one (1) additional extended term of ten (10) years

through December 1, 2054. If Lessee elects to exercise this option to extend this Lease, the Lessee shall provide Lessor with written notice of Lessee's exercise of this option no later than thirty (30) days after the effective date of such consolidation of Lessor. If Lessee fails to provide such notice, Lessee's option to extend the term shall be null and void. During any such additional extension term, the terms and conditions of this Lease shall remain the same, except as may be otherwise agreed by the parties. In the event Lessor consolidates with another municipality effective before November 30, 2044 and this Lease is still in effect and provided Lessee shall not be in default at the time of exercise and at the time of termination, Lessee shall have the option to terminate this Lease. If Lessee elects to exercise this option to terminate the Lease, the Lessee shall provide Lessor with written notice of Lessee's exercise of this option at least one year prior to the effective date of such termination.

XXXII. Previous Leases and Severability. It is mutually agreed by the parties hereto that this Lease shall, as of January 1, 2015, supersede and replace all previous leases or amendments thereto between the parties covering the Premises described herein. If any portion of this Lease should be declared void, unlawful or unenforceable, then the Lease shall be continued under its remaining terms and conditions, modified so that payments and rentals shall be as determined under Section III of this Lease, and with the term of the Lease (if the option to extend is exercised) as modified extending until December 31, 2045.

XXXIII. Capital Improvements - Assignment of Lease by Lessee. Notwithstanding paragraph VII and on the terms and conditions stated in this paragraph, Lessor agrees that Lessee may assign its interest in the Lease to a lender financing leasehold improvements on the Premises for collateral purposes and on the condition that such assignee shall have no right to assign, sublet, transfer, or encumber Lessee's interest in the Lease without prior consultation with Lessor, such prior consultation to

Deleted:

occur no fewer than 90 days prior to any assignment, sublet, transfer or encumbrance, Lessor's consent to a collateral assignment pursuant to this paragraph shall not be deemed, construed or held to be consent to any additional or other assignment or other transfer by Lessee or its lender of the Lessee's interest in the Lease or limit or modify Lessor's rights hereunder. Lessor's consent to a collateral assignment of the Lessee's interest pursuant to this paragraph shall not release Lessee from any of its obligations hereunder. The Lessee shall promptly notify Lessor, in writing, of any such assignment.

XXXIV. Mutual Understanding. In order to continue mutual understanding between the parties, it is agreed that each party shall appoint a committee from its residents or members, as the case may be, to meet at least twice a year, to jointly discuss matters of mutual interest and any potential problems which may arise from time to time.

XXXV. Property Tax. In the event that the Lessor shall be required by law to assess and to levy any real property taxes against the Premises or any portion thereof, the Lessee shall have the option of (1) paying said taxes in addition to the payment of those sums set forth in this Lease and continuing in possession of the Premises under this Lease or (2) it may declare this Lease void and terminate the same.

IN WITNESS WHEREOF, the Village of Shorewood Hills has caused these presents to be signed by the President and countersigned by the Village Clerk and sealed with its official seal; and Blackhawk County Club, Inc., has caused these presents to be signed by its President and Secretary, all on the _____ day of _____, 20_____.

AS TO THE VILLAGE IN PRESENCE OF:

VILLAGE OF SHOREWOOD HILLS

_____

By:_____
Mark Sundquist, President

_____

COUNTERSIGNED BY:

_____
Colleen Albrecht, Village Clerk

AS TO BLACKHAWK IN PRESENCE OF:

BLACKHAWK COUNTRY CLUB, INC.

_____

By:_____
, President

_____

COUNTERSIGNED BY:

_____
, Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

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

_____
Notary Public, Dane County, Wisconsin
My Commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

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

_____
Notary Public, Dane County, Wisconsin
My Commission: _____

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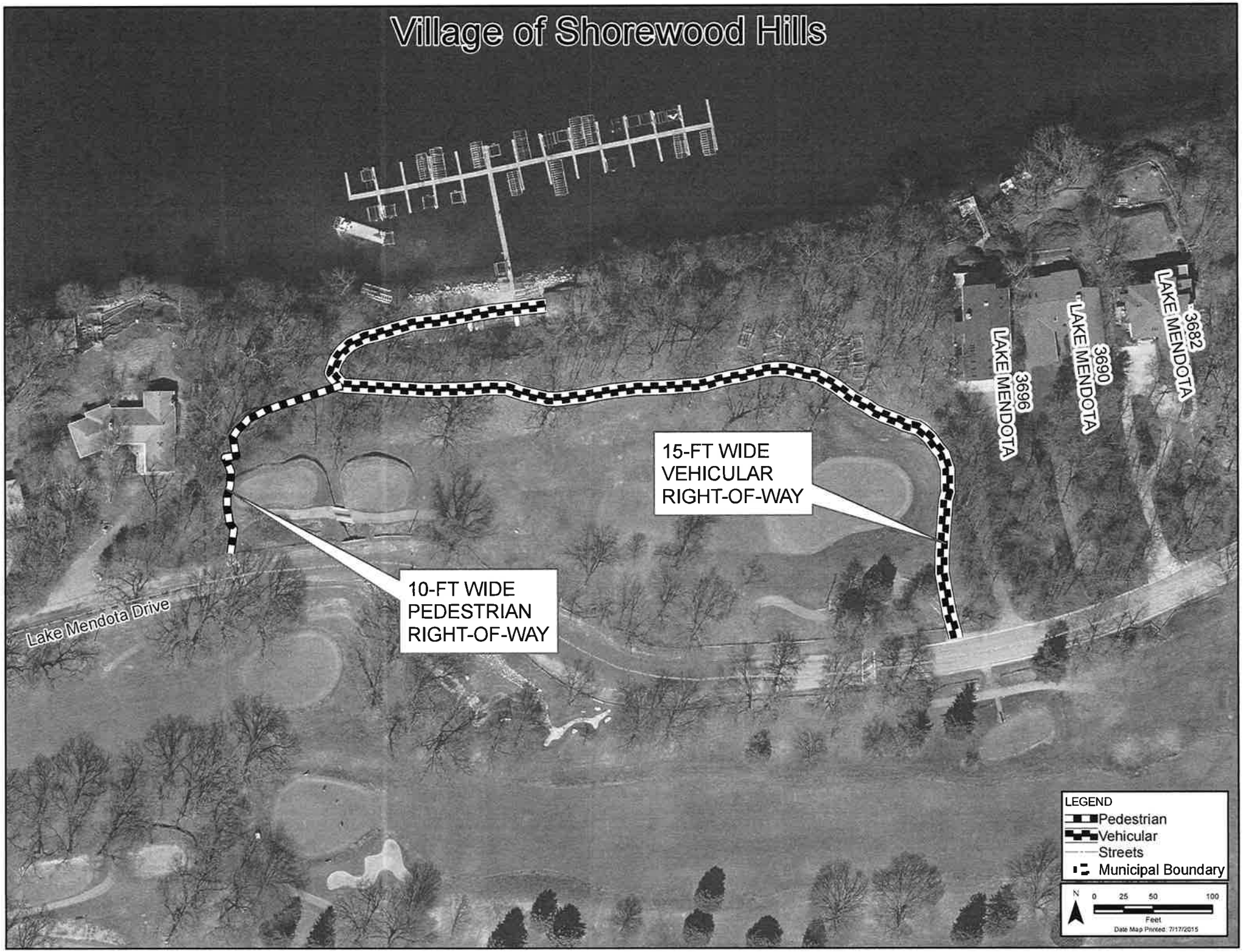
Village of Shorewood Hills
15-FT WIDE
VEHICULAR
RIGHT-OF-WAY
10-FT WIDE
PEDESTRIAN
RIGHT-OF-WAY
Lake Mendota Drive
3696
LAKE MENDOTA
3690
LAKE MENDOTA
3682
LAKE MENDOTA
LEGEND
Pedestrian
Vehicular
Streets
Municipal Boundary
N
0 25 50 100
Feet
Date Map Printed: 7/17/2015

BLACKHAWK COUNTRY CLUB, INC.

SCHEDULES OF GROSS REVENUE

Years Ended December 31, 2014 and 2013

CONTENTS

Independent Auditor's Report 1

Schedules of Gross Revenue 3

Notes to Schedules of Gross Revenue 4

in the United States of America, to comply with the provisions of the lease agreement referred to above. Our opinion is not modified with respect to that matter.

Restriction on Use

This report is intended solely for the information and use of Blackhawk Country Club, Inc. and the Village of Shorewood Hills and is not intended to be and should not be used by anyone other than these specified parties.

Wegner CPAs, LLP

Wegner CPAs, LLP
Madison, Wisconsin
March 15, 2015

BLACKHAWK COUNTRY CLUB, INC.
SCHEDULES OF GROSS REVENUE
Years Ended December 31, 2014 and 2013

	2014	2013
GROSS REVENUE		
Dues	$ 1,597,301	$ 1,598,323
Bar and dining room sales	1,694,253	1,571,217
Pro shop sales	177,834	-
All other revenue	623,174	303,589
	4,092,562	3,473,129
EXCLUSIONS FROM GROSS REVENUE		
Charity fundraising	140,841	131,033
Total gross revenue per lease	$ 3,951,721	$ 3,342,096

See accompanying notes.

BLACKHAWK COUNTRY CLUB, INC.
NOTES TO SCHEDULES OF GROSS REVENUE
Years Ended December 31, 2014 and 2013

Blackhawk Country Club, Inc. (Club) was founded in 1921. The Club's principal activities include providing a golf and dining facility for its members.

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Gross Revenue

As defined in the lease agreement with the Village of Shorewood Hills, gross revenue includes all revenue from whatever source including, but not limited to dues revenue, assessment and initiation revenue, gross receipts from bar and dining facilities, donations to the Club, and any forgiveness of loans to the Club. Certain sources of revenue that are excluded from the calculation of gross revenue are discussed below.

Membership Dues, Initiation Fees and Assessments

Membership dues are recognized as revenue in the applicable calendar year of membership. The Club recognizes initiation fees and assessments as revenue in the year the payments are received by the Club.

Bar and Dining Revenue

Bar and dining revenue is recognized upon completion of the service and the member has authorized the charge to his or her account.

Pro Shop Revenue

Prior to 2014, the pro shop was operated independent of the Club. During 2014, the pro shop became part of the operations of the Club. In accordance with the lease agreement, pro shop revenue during the period the pro shop operations is operated as part of the Club is included in gross revenue. Pro shop revenue is recognized at the time of sale.

Other Revenue

Cart and locker rentals and greens fees are recognized upon the completion of the service. Interest income is recognized in the year to which the income relates and late charges on delinquent payments are recognized in the year that the payments are received.

Exclusions

In accordance with the lease agreement, the Club is able to exclude certain types of revenue from the calculation of gross revenue. The types of revenues excluded from this calculation are pro shop revenue provided the pro shop is operated independent of the Club, charity fundraising, loans from club members if amounts are repaid within five years of the maturity date, members' billings from association clubs, and loans to the Club for construction of capital improvements.

Wegner CPAs

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Blackhawk Country Club, Inc.
Madison, Wisconsin

We have audited the accompanying schedules of gross revenue of Blackhawk Country Club, Inc. for the years ended December 31, 2014 and 2013, and the related notes to the schedules.

Management's Responsibility for the Schedules

Management is responsible for the preparation and fair presentation of these schedules in accordance with the lease agreement between the Village of Shorewood Hills and Blackhawk Country Club, Inc., dated November 24, 1986; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the schedules that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the schedules based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the schedules are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the schedules. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the schedules, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the schedules in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the schedules.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the schedules of gross revenue referred to above present fairly, in all material respects, the gross revenue of Blackhawk Country Club, Inc. for the years ended December 31, 2014 and 2013, on the basis of accounting specified in the lease agreement referred to above..

Basis of Accounting

We draw attention to Note 1 to the schedules, which describes the basis of accounting. The schedules of gross revenue were prepared by Blackhawk Country Club, Inc. on the basis of the lease agreement between the Village of Shorewood Hills and Blackhawk Country Club, Inc., dated November 24, 1986, which is a basis of accounting other than accounting principles generally accepted

THE UNIVERSITY of WISCONSIN MADISON

DANIEL W. BROMLEY
Anderson-Bascom Professor
of Applied Economics

July 14, 2015

TO: Mr. Mark Sundquist,
President, Board of Trustees
Village of Shorewood Hills

FROM: Daniel W. Bromley

RE: New Lease Between the Village and Blackhawk Country Club

I write to follow up on comments I offered during the meeting of the Village Board on May 18, 2015. The issue I will address concerns the financial interests of the Village as they relate to the financial interests of any creditor to Blackhawk Country Club.

Please recall that the vote on the advisory referendum was whether or not to approve the new lease as posted on March 14, 2015, or one that is "at least as favorable" to the Village. The vote in favor of approval was overwhelming, and voter turnout was of near-record proportions.

The new lease is clear that any creditor (hereinafter "the Bank") is unable to assign the lease to any enterprise other than the uses now authorized by the lease (a "country club"). With this constraint, there is only one issue of interest to the Board: does the Bank (or any future creditor) have any plausible motivation to assign the lease to an entity that would increase the risk of its ability to secure payment of its debt obligations to the Club? That is, does the Bank wish to increase its exposure to financial loss? It is difficult to imagine any bank interested in increasing its exposure to financial loss. This is not what banks do.

Since the Bank is interested in securing repayment of its loan to the Club, it necessarily follows that the Bank is interested in the long-run viability of the Club and its management. Indeed, that is precisely what Banks do—they monitor the viability of their "assets." Note that the assets of a Bank are essentially the debt it issues to creditors. That is the income stream to the Bank.

But notice that the secured income stream to the Bank is identical to the income stream to the Village secured by the lease. The Club cannot service its debt to the Bank without at the same time making timely payments to the Village of what is required under the lease. To miss a payment to the Village is to signal the Bank that the Club is deficient in its fiscal responsibilities—an event of great concern to the Bank.

Agricultural & Applied Economics
University of Wisconsin - Madison 427 Lorch St. Madison, Wisconsin 53706-1503 608/262-6184

Therefore, I respectfully urge that members of the Village Board of Trustees recognize that the assignment provision insisted upon by the Bank is actually *an improvement* in the substance of the Lease from the point of view of the Village. We (the Village) have, as it were, a "fiscal monitor" who is looking out for the financial viability of the Club—and thereby necessarily looking out for the interests of the Village in securing our income stream (lease payments).

To suggest that the lease assignment issue is an argument against the proposed lease—that the assignment clause weakens the lease from the Village's perspective—is to misunderstand the economic theory of contracts. In technical terms, economists would note that the interests here between the Bank and the Village are in "perfect alignment." This is an "efficient" contract—it is "incentive compatible." The Village is actually better off with this proviso by the Bank than if no such condition existed.

It seems to me, and to the very many residents who voted yes on the advisory referendum, that the Board of Trustees has more than thoroughly fulfilled its due diligence obligations to the Village. The time has come to approve the new lease with the language required to satisfy the Bank. Further delay is unwarranted and unjustified.

Marilyn Townsend
ATTORNEY AT LAW

Admitted to practice in
WI, D.C., MD, GA

122 WEST WASHINGTON AVENUE
MADISON, WISCONSIN 53703

Phone (608) 255-5111
Fax (608) 255-3358

June 19, 2015

To: Village Board

Re: Request that Village Board Amend the open session Board minutes, dated of October 27, and November 17, 2014 to include the Trustees' discussion concerning potential ethics violations by another Trustee.

1. This is a follow up to the request I made of the Village Board at the March 9, 2015 meeting. I request that the Board minutes for the open meetings, dated of October 27 and November 17, 2014 be amended to include the discussions by the Trustees concerning potential ethics violations by another Trustee. Documents A and B contain the discussions, which I believe should be included.

2. As I previously stated, I know of no legal basis which would have permitted the discussions concerning a potential violation of the Ethics Code by another Trustee to occur in closed sessions.

Marilyn

Dec. 19, 2011	Current ethics ordinance was passed unanimously by the Village Board on December 19, 2011, and makes clear that "No Trustee shall take any official action relating to Lease renewal, extension, or modification of rent of all or any part of the Property rented by Blackhawk Country Club if the Trustee or **any member of the Trustee's immediate family** is a member of Blackhawk County Club and shall recuse him or herself from participation in any such discussions and actions."
Feb - Oct. 2014	Trustee who Village Attorney later determines was in violation of the Village Ethics Code participates in multiple negotiating sessions with the Club on behalf of the Village.
Oct. 27, 2014	In a Village Board meeting that is closed to the public, discussion occurs regarding possible conflict. (See Document A, transcript of discussion that occurred in closed session.) The recording of segments of the Oct. 27, closed meeting reflects that the Trustee who raised questions about a possible violation of the ethics ordinance was interrupted by the affected Trustee who twice yelled "Bullshit." The part of the recording that has been made public does not disclose that any of the other Trustees voiced concerns about a possible violation of the ethics ordinance, or advised the affected Trustee that his comments in the preceding paragraph to a fellow Trustee were out of line.
Nov. 12, 2014	In response to a public inquiry from M. Townsend at the November Board meeting, the affected Trustee stated that his spouse was a member of the Club. He then refused M. Townsend's request to address the matter further, and no questions were asked of him by other Trustees.

meeting

Nov. 17, 2014	Unbeknown to M. Townsend or other members of the public, the ethics concerns she raised at the Nov. 12, 2014 are discussed by the Village Board in closed session. The closed session minutes were released to M. Townsend on March 20, 2015, pursuant to her written request . The closed session minutes state as follows: "In response to the Trustees' queries about the possibility of an ethical conflict with Mr. Rikkers' participation in the discussion about the BCC lease this evening, Ms. Callan [Village attorney] said that Mr. Rikkers' wife had resigned her membership at BCC. Going forward he would not have a conflict in participating in the lease negotiations. Ms. Callan said it would be up to each Trustee to determine if a conflict existed in the past." (See Document B.) These minutes reflect no effort by the Village attorney Callan to advise the Trustees that the discussion of an ethics conflict in closed session, without notice to the public, may be a violation of the Open Meetings laws.
Dec. 15, 2014	Village attorneys Laura Callan and Matt Dregne state in a written memo, marked "attorney-client privilege," that the Village ethics ordinance was repeatedly violated by a Trustee during the recent lease negotiations. At that time the affected Trustee had already participated in from 15 to 18 separate lease negotiating sessions, and the Opinion states his "involvement with the lease discussions was significant." The memo is subsequently disclosed to the public, after a Trustee references it at the Board meeting on January 20, 2015. (See Village Attorneys' Opinion, dated December 15, 2014, as amended February 15, 2015).
Mar 9, 2015	M. Townsend makes a written request for that portion of the "closed" board meetings recorded on October 27, 2014 and November 17, 2014, which was referenced by the Village attorneys in their memo dated December 15, 2014 (as amended on February 7, 2015), and which relates to a possible ethics violation by a Trustee. M. Townsend states that she is aware of no legal basis for permitting such matters to occur in closed session. She also requests that the minutes of the October 27 and November 17, 2014 Board meetings be amended to reflect what occurred in these closed sessions regarding a Trustee's possible violation of the ethics code.
Mar 13, 2015	M. Townsend is advised by the Village administrator that the Board will consider her request.
Mar 16, 2015	The Board considers the request of M. Townsend and directs that she be permitted to reviewed any minutes or recordings relating to Ethics from the October 27, 2014 and November 17, 2014 closed sessions.
Mar 20, 2015	The written closed session minutes for Oct. and Nov. were provided to M. Townsend as well as the recording of the October 27, 2014 closed session. M. Townsend inquires why the two oral "segments" which were provided appear incomplete. She is advised that they are complete and the rest of the tape cannot be released to M. Townsend on advice of Village counsel. (Document B is a transcription of what was produced).
June 18, 2015	Townsend again requests that the minutes of the October 27 and November 17, 2014 Board meetings be amended to reflect what occurred in the closed sessions regarding a Trustee's possible violation of the ethics code. (See Documents A and B).

2

DOCUMENT A – Attachment M. Townsend memo of 6-19-15.

Excerpt from "Closed session" of VOSH Board, October 27, 2014, which is not referenced in the minutes of the closed session (see reverse side for "official minutes" and should have been discussed in open session.

Request that minutes of Open session, be amended to include all of the following:

SEGMENT ONE OF TAPE RECORDING

Tim Rikkers I played once last year. My wife paid $6000 to play once.

Felice: So your wife is a member? Tim: Yes

Felice So you are a member. According to [cut off].

[Recording Provided to M. Townsend Suddenly Cuts off – She Is Advised by staff on 3-20-15 That Village Attorney's States Complete Tape Cannot Be Released to M. Townsend.]

SEGMENT TWO OF TAPE RECORDING

Felice: Honestly Tim I am just going to say this. Because I was just shocked to learn that your wife is a member because you said all along that you're not a member but we have in our ethics thing that if even a member of your family has a personal interest in something [cut off by Tim Rikkers]

im: I am not going to have a discussion with you. It's been taken care – let it go

Felice: Well I am saying [T. Rikkers cuts her off again.]

Tim: Hasn't this situation been taken care of to everyone's standards?

Felice: Well no you never divulged to the Board that your wife is a member [Felice tries to speak but is cut off again] Tim: hollers "bullshit," "bullshit."

Tim: You got a letter. [what letter????] You've seen it. This is ridiculous [In response to M. Townsend's written request for the "letter" – she is advised by the administrator on 4-15-15l that he is not aware of any "letter.".]

Mark: I would say that Tim has been – through out this process Tim has been very carefully oh I mean very much on the side of the Village – He has been severe with them – He has been strict with them – He has been sticking to a process of fairness throughout the whole discussion

[another man] I would agree with that. [unknown man] ?: I would agree it.

Mark: Yes I mean there is a possible appearance but it does not work out in practice.

nother man ????]: anyways we are five years ahead of where we were then in the process [several men alking]

Felice: I looked at this thing with a skeptical eye but I intended to back him up [another man] "moving forward" Felice: I intended to" Mark: "Yes there is a possible appearance but it doesn't" – Tim: "My intent" ?? Felice??? END OF TAPE.

Village of Shorewood Hills
Board of Trustees Meeting
Approved Closed Session Minutes
Monday, October 27, 2014 7:00 p.m.

Closed Session At 10:03 p.m. Mr. Sundquist announced that the Board would consider going into Closed Session as per §19.85(1)(e) due to bargaining reasons and deliberating the purchase of public property and may reconvene to open session as per Wisconsin State Statutes 19.85(2) to address any business that may be the result of the deliberations made in closed session (Blackhawk lease negotiations, Oak Park Place zoning extension request). The roll call vote was: Mr. Sundquist – yes; Mr. Benforado – yes; Mr. Hurley – yes; Mr. Imes – yes; Ms. Borisy-Rudin – yes; Mr. Rikkers – yes; and Mr. Lederer – yes. Ms. Callan, Mr. Frantz and Ms. Endres were asked to stay. The remaining attendees left the meeting.

While in Closed Session the Trustees discussed at length the terms of the October 24, 2014 draft of the proposed lease with Blackhawk Country Club.

Mr. Hurley was excused from the meeting at 11:03 p.m.

Ms. Callan will incorporate the comments heard tonight in a new draft of the lease and will circulate it to the Trustees. The Trustees agreed that a closed session discussion of that revised draft lease will be added to the agenda for the special Board meeting scheduled for Monday, November 3, 2014. The issue will be considered after the 2015 budget presentation.

Open Session At 11:57 p.m., Mr. Sundquist announced that the Board would adjourn from Closed Session and reconvene in Open Session. The roll call vote was: Mr. Sundquist – yes; Mr. Benforado – yes; Mr. Imes – yes; Ms. Borisy-Rudin – yes; Mr. Rikkers – yes; and Mr. Lederer – yes.

Respectfully submitted,

Colleen Boyle Albrecht
Village Clerk

DOCUMENT B – Attachment M. Townsend memo 6-19-15.

Minutes of "Closed session" of VOSH, November 17, 2014.

M. Townsend request that "Closed session minutes" that are in bold, and increased font, should be included as an amendment to the "open" minutes of November 17, 2014..The ethics matter was improperly discussed in closed session, and there was no agenda item that this matter was to be discussed.

Village of Shorewood Hills
Board of Trustees Meeting
Approved Minutes of the Closed Session
Monday, November 17, 2014 7:00 p.m.

Closed Session At 8:53 p.m., Mr. Sundquist announced the Board would consider going into Closed Session as per §19.85(1)(e) due to bargaining reasons and deliberating the purchase of public property and may reconvene to open session as per Wisconsin State Statutes 19.85(2) to address any business that may be the result of the deliberations made in closed session (BCC lease negotiations). The roll call vote was: Mr. Sundquist – yes; Mr. Lederer – yes; Mr. Benforado – yes; Mr. Rikkers – yes; Mr. Imes – yes; and Mr. Hurley – yes. Motion passed unanimously. Village Attorney Laura Callan of Stafford Rosenbaum, Mr. Frantz and Ms. Albrecht were asked to stay. The remaining attendees left the meeting.

In response to the Trustees' queries about the possibility of an ethical conflict with Mr. Rikkers' participation in the discussion about the BCC lease this evening, Ms. Callan said that Mr. Rikkers' wife had resigned her membership at BCC. Going forward he would not have a conflict in participating in the lease negotiations. Ms. Callan said it would be up to each Trustee to determine if a conflict existed in the past.

Village Attorney Matt Dregne of Stafford Rosenbaum joined the meeting at 9:44 p.m.

While in closed session the Trustees considered BCC's responses to provisions in the revised proposed lease. By consensus the Trustees agreed to some changes, including: the restoration of Section XXXI regarding "Consolidation of Lessor;" leaving Section IX(b) unchanged with respect to Marina use; changing resident non-member access to the golf course to four times per season with three guests at a cost to resident golfers of 50% of non-member green fees; and a rent escalator of 1.5% after 10 years.

Open Session At 10:04 p.m., Mr. Sundquist announced that the Board would adjourn from closed session and reconvene in open session. The roll call vote was: Mr. Sundquist – yes; Mr. Lederer – yes; Mr. Benforado – yes; Mr. Rikkers – yes; Mr. Imes – yes; and Mr. Hurley – yes. Motion passed unanimously.

Respectfully submitted,

Colleen Boyle Albrecht
Village Clerk

Memorandum

July 17, 2015

From: Fred Wade

To: The Village Board

Re: Material Improvements in the Financial Condition of the Blackhawk Country Club:
The Village Should Consider Retention of the Current Rent Formula

Introduction

In the light of new information contained in the Club's Schedules of Gross Revenue for 2013 and 2014, I think we all need to step back and consider whether approval of the current draft of the proposed lease is consistent with our fiduciary obligations as Trustees. It now appears that the Club has been doing quite well over the past two years, as negotiations on a new lease progressed, and that it does not need a drastic cut in rent.

The Club is currently paying $156,369 in rent for 2015, because it had all-time record revenues of nearly $4.1 million last year. In contrast, the proposed lease would replace the current formula for calculating the rent with a base rent of just $100,000 per year, with the potential for minimal increases, as if the Club is incapable of generating revenues of more than $2.5 in annual revenue. The last time that the Club paid a rent as little as $100,000 or less was in 1996, when it paid $98,802 on its 1995 gross revenues of about $2.247 million.

The current lease recognizes, as the current lease negotiations have not, that the Club has a number of sources of revenue that may produce significant amounts of revenue. It was designed to include "all revenues from whatever source" in the rent calculation, and the wisdom of that design is now evident.

Unfounded Fears That the Club Is In Imminent Danger of Collapse

The driving force for the proposed lease, during negotiations over a period of about two and a half years, has been a fear that the Club may collapse and "go away," unless the Village agreed to a substantial cut in its annual rent. According to one account, the Village "was approached by the Blackhawk Country Club with a request to renegotiate" the lease, because it "was in need of assistance to remain in existence and become a sustainable operation." Representatives of the Village feared that Club revenues were constrained as a result of a decline in golf members, that its revenues from other sources were inelastic, that the Club would not be able to pay down its debt as its bank was demanding, and that as a result, it would not be able to invest in capital improvements, in the absence of a substantial cut in rent.

These fears have now proved to be unfounded. Conditions have changed for the better. The reasons for a substantial cut in rent are no longer tenable.

Conditions Have Changed for the Better - All-Time High Record Revenues in 2014

The Village recently received the Club's Schedules of Gross Revenues for 2013 and 2014. These schedules disclose that the Club had all-time high revenues of $4.092 million in 2014, on the heels of increases in each of the prior three years. The 2013 revenues of $3.473 million were the sixth highest in history.

The 2014 revenue of nearly $4.1 million represents an extraordinary achievement on the part of the Club, but it is important to understand that it is part of a four year trend of sharply rising revenues and improving performance. Over that period, the Club's revenues have increased from $3.185 million in 2011, to $3.348 million in 2012, to $3.473 million for 2013, and $4.092 million during 2014 – an increase of $619,000 in revenue, or nearly 18%, over 2013.

The rent that the Club has paid, on the basis of these strong revenues, has also increased for four consecutive years. Although the rent is calculated at just 3.957% of the Club's Gross Revenues, payments of rent have increased from $122,438 for 2012, to $128,006 for 2013, and to $132,246 for 2014, with a total of $156,369 now payable for 2015 on the basis of it the Club's all-time record revenues of nearly $4.1 million during the last year.

Conditions Have Changed for the Better - Club Membership Is Increasing

On January 14, 2015, Club President Ben Dickey told the Village Board that the Club's "membership hit bottom 3 years ago," in 2012, which is the same year that the rent bottomed out in the aftermath of the Great Recession. Mr. Dickey added that "the Club is poised to expand in the future." (Board Minutes, Jan. 14, 2015).

Earlier this year, the Club distributed a "Membership Census" to the Board, as of December 31, 2014, which reflects that the Club gained 11 net members during 2014. The census states that the Club's total membership increased from 394 at the end of 2013 to 405 at the end of 2014. It reflects a net gain of 11 golf members across six different categories of golf membership.

Conditions Have Changed for the Better - Non-Dues Revenue Has Burgeoned

Contrary to the perception that the Club is severely constrained in its ability to grow its revenues, and that is fortunes ought to be measured exclusively through the lens of the dues paid by net new members, the Club's statements of gross revenue demonstrate that bar and dining revenues, and revenues from "other" sources, have each increased sharply over the past 4 years:

	Dues	Bar & Dining	Other
2011	$1,683,903	$1,265,084	$236,770
2012	$1,619,366	$1,474,882	$254,503
2013	$1,598,323	$1,571,217	$303,589
2014	$1,597,301	$1,694,253	$801,008 ($177,834 in pro shop sales added)

Under these circumstances, it is evident that one of the premises of the lease negotiations – the perception that the Club is severely constrained in its ability to generate additional revenues – is unfounded. The experience of the past four years makes clear that the Club has a number of options for increasing its revenues by a significant amount, and that it had remarkable success in doing so during 2013 and 2014.

Club representatives have pointed to the decline of dues revenue in the aftermath of the recession, but it appears that dues revenue has stabilized during the past two years, as the Club's membership began to increase. Meanwhile, bar and dining revenues jumped by $429,000 in 2014 as compared to 2011, and revenues from other sources have more than tripled, with an increase of $564,000 in revenue as compared to 2011. In all, the Club's overall revenue from other sources has increased from $1.501 million in 2011, to $1.874 million in 2013, and $2.495 million last year.

Conditions Have Changed for the Better - More Than $440,000 in Capital Improvements

A major concern during the negotiations was a fear that the Club would be unable to fund capital improvements that could help it compete in the Madison market, and recruit new golf members. However, the Club has now made more than $440,000 in capital improvements, including the construction of a new $300,000 deck that overlooks the golf course and the lake in 2014, and the re-paving of its parking lot at a cost of about $140,000 earlier this year.

Conditions Have Changed for the Better - Debt Has Been Paid Down and Restructured

Over the past two years, the Club has paid down a significant amount of its bank line of credit debt, in accord with the desire of its bank that the outstanding amount be reduced. It also appears that the bank either has, or is willing, to restructure and extend its banking relationship with the Club at a favorable rate of interest, which indicates that the bank is not worried about an imminent collapse of the Club. Finally, it appears that the Club has no long-term debt apart from its obligation to repay the Village for the cost of repaving its parking lot earlier this year.

Conditions Have Changed for the Better - The Golf Market Is Improving

It appears that the market for golf is finally beginning to improve as the recovery from the Great Recession continues. An article in Bloomberg BusinessWeek, entitled "Golf Courses See Green Again," states that "Club memberships and rounds played are on the rise again. Prices for U.S. golf courses climbed 57% in 2013 . . . [to an average of] $4.25 million . . . ." (Apr. 14, 2014).

The Wisdom of the Current Rent Formula - "All Revenues From Whatever Source"

The current formula for calculating the Club's rent – 3.957% of the Club's gross revenues – was designed to encompass "all revenues from whatever source," including donations, assessments, initiation fees, the receipts from bar and dining sales, and pro shop revenues if the pro shop is not "operated independently from the Club." The experience of the past four years demonstrates the

wisdom of that broad definition

In this context, the current lease defines the Club's gross revenues, for purposes of calculating the rent as follows (emphasis added in bold face type):

> Gross revenues of the Club include **all revenues from whatever source** (except as specifically excluded below) **including** but not limited to:
>
> 1. **All dues revenue**;
>
> 2. **All assessment and initiation revenue**;
>
> 3. **All gross receipts from bar and dining facilities**;
>
> 4. **All donations** to the Club;
>
> 5. **Forgiveness of loans** to the Club.

The text of the current lease adds, in pertinent part:

> The **only exceptions** from Gross Revenues are:
>
> 1. Pro shop revenues (provided that the pro shop continues to be operated independently from the Club) . . . .
>
> 2. Charity fund raising revenues . . . ."

This formula was designed to include **"all revenues from whatever source,"** because the Village recognized then, as the recent lease negotiations did not, that the Club has the ability to raise substantial sums of money from donations, assessments, the net income from its bar and dining sales, and other sources. The Club's ability to do so is amply demonstrated by the Statements of Gross Revenue that it has disclosed for 2013 and 2014.

In contrast to the existing lease, which has another decade to run, the proposed lease would effectively exempt **"all revenues from whatever source"** from future rent calculations, except for the dues that the Club may generate from net new members. In this context, the proposed lease would limit any rent increases for the first 10 years to $300 for each "net new member," which would approximate the amount that a single Club member would pay under the current rent calculation of 3.957%, if he or she paid annual dues of $7,500 a year.

Proposal: The Board Should Consider Retention of the Current Rent Formula

In light of the above, I propose that we consider retention of the current rent formula with two changes: (1) round off the multiplier to 4%; and (2) delete the "charity fund raising" exemption.

For Office Use:	Date		Date
☐ Application given by _____		☐ Referred to Plan/Board	6/19/15
☑ Received by Zoning Administrator	6/19/15	☑ Public Hearing Set	6/19/15
☑ Fee received by Clerk	6/30/15	☑ Date Notices Mailed	6/25/15
☑ Zoning Certified	"	☑ Public Hearing Published	
☑ Filed with Clerk	6/19/15	☐ Public Hearing Held	
☑ Referred for Staff Review	"	☐ Final Action	

Village of Shorewood Hills
810 Shorewood Boulevard
Madison, WI 53705-2115
(608) 267-2680 phone
608 267-5929 fax

APPLICATION FOR SPECIAL EXCEPTION PERMIT

(A non-refundable $350 fee must accompany this application upon filing.)

FOR OFFICE USE ONLY
Receipt # _____

Date of Petition: 6/19/15

The undersigned, being all the owners of the real property covered by this special exception request hereby petition the Village of Shorewood Hills as follows:

1. Name and address of each owner: (Please attach additional pages as necessary.)
   Jerry and Enid Weyqandt
   3220 Lake Mendota Drive
   Madison, WI 53705

2. Name and address of applicant if not an owner. Describe interest in site (if tenancy, attach copy of current lease):
   NA

3. Address of site: _____

4. Tax parcel number of site: _____

5. Accurate legal description of site (state lot, block and recorded subdivision or metes and bounds description) (Attach copy of owner's deed): _____

6. Requested Special Exception:
   See Attached

7. Name, address, and tax parcel number of the owners of <u>each</u> parcel immediately adjacent to the boundaries of the site and each parcel within 1000 feet including street and alley right-of-way of each exterior boundary of the site

8. A scale map or survey map must be attached showing the following:

   a. Location, boundaries, dimensions, uses, and size of the site and structures and its relationship to adjoining lands.

   b. The approximate location of existing and proposed structures on the site, easements, streets, alleys, off street parking, loading areas and driveways, street access and access restrictions, existing street, side and rear yards, existing and proposed surface drainage, grade elevations, building heights, and square footage existing and proposed.

9. State in detail, the evidence indicating proof that the proposed special exception shall conform to each of the standards for conditional uses set forth in section 10-1-52 of the Village Zoning Code. The applicant shall respond to each of the standards.

. A special exception shall not be granted unless the applicant demonstrates that the building or buildings on the lot that exceed the floor area ratio will meet the conditions set forth in Sec. 10-1-52 of this Code. For purposes of this section references to "use" or "conditional use" in Sec. 10-1-52 shall be deemed to be references to the building or buildings for which a special exception is requested. In addition, the applicant shall demonstrate compliance with the following additional conditions:

(1) The uses, values, views, vistas and enjoyment of other property in the neighborhood for purposes already established shall be in no foreseeable manner substantially impaired or be diminished by the special exception.

(2) The special exception will not substantially impair an adequate supply of light and air to adjacent property, or increase the danger of fire within the neighborhood.

(3) The special exception will not substantially increase erosion;

(4) The special exception will not substantially cause the flow of surface water to be changed so as to adversely affect other lots or the natural environment.

(5) The special exception will not substantially adversely affect infiltration of surface water into the ground.

(6) The special exception will not substantially adversely affect access to property or structures by fire fighters and other emergency personnel.

_____

_____

_____

_____

WHEREFORE, the undersigned property owners hereby state that the foregoing information and all attachments to this Petition are true and correct to the best of our knowledge.

Dated this 17 day of June, 2015.

Jim Wuyanet
Property owner

Todd M Wuyanet Sr
Property owner

I certify that that I have reviewed this application for completeness.

Date: _____ Zoning Administrator: _____

Plan Commission Special Exception Permit Review

A special exception shall not be granted unless the applicant demonstrates that the building or buildings on the lot that exceed the floor area and height limit will meet the conditions set forth in Sec. 10-1-52 of this Code. For purposes of this section references to "use" or "conditional use" in Sec. 10-1-52 shall be deemed to be references to the building or buildings for which a special exception is requested. The applicant shall demonstrate compliance with the following:

Property:
Weygandt, Jerry & Enid
3220 Lake Mendota Drive
Madison, WI 53705

1. The uses, values, views, vistas and enjoyment of other property in the neighborhood for purposes already established shall be in no foreseeable manner substantially impaired or be diminished by the special exception.

Finding: **True**

2. The special exception will not substantially impair an adequate supply of light and air to adjacent property, or increase the danger of fire within the neighborhood.

Finding: **True**

3. The special exception will not substantially increase erosion;

Finding: **True**

4. The special exception will not substantially cause the flow of surface water to be changed so as to adversely affect other lots or the natural environment.

Finding: **True**

5. The special exception will not substantially adversely affect infiltration of surface water into the ground.

Finding: **True**

6. The special exception will not substantially adversely affect access to property or structures by fire fighters and other emergency personnel.

Finding: **True, may improve it.**

The Plan Commission may consider the following:

1. If other residences along the same side of the street adjoining the residence have similar floor areas:

   Yes

2. If the lot has large trees and/or mature landscaping which obscures the scale of the residence.

   Yes

3. If the property has unique topographic features which reduce the scale of the residence:

   True; slopes down to the lake.

4. If the residence setback from the public street is significantly greater than minimum requirements:

   Yes

The Plan Commission shall review the application according to the standards below. No application shall be recommended for approval by the Plan Commission unless it finds that the following are met:

1. That the establishment, maintenance or operation of the special exception will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

Finding: **True**

2. That the uses, values and enjoyment of other property in the neighborhood for purposes already permitted shall be in no foreseeable manner substantially impaired or diminished by the establishment, maintenance or operation of the special exception and the proposed special exception is compatible with the use of adjacent land.

Finding: **True**

3. That the establishment of the special exception will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district, and will not be contrary to an adopted comprehensive plan of the Village.

Finding: **True**

4. That adequate utilities, access roads, drainage and other necessary site improvements have been, are being or will be provided.

Finding: **True**

5. That the establishment, maintenance or operation of the special exception is unlikely to increase the level of traffic congestion or reduce the level of safety at any point on the public streets.

Finding: **True**

6. That the special exception shall conform to all applicable regulations of the district in which it is located.

Finding: **True, subject to Board consideration of the applicant's pending conditional use permit request.**

7. That the special exception does not violate flood plain regulations governing the site.

Finding: **True**

8. That, when applying the above standards to any new construction of a building, or an addition to an existing building, the Plan Commission and Board shall bear in mind the statement of purpose for the zoning district such that the proposed building or addition at its location does not defeat the purposes and objectives of the zoning district.

Finding: **True**

The Plan Commission shall also evaluate the effect of the special exception upon:

- The maintenance of safe and healthful conditions.

Finding: **N/A**

- The prevention and control of water pollution including sedimentation.

Finding: **N/A**

- Existing topographic and drainage features and vegetative cover on the site.

Finding: **N/A**

- The location of the site with respect to floodplains and floodways of rivers and streams.

Finding: **N/A**

- The erosion potential of the site based upon degree and direction of slope, soil type and vegetative cover.

Finding: **N/A**

- The location of the site with respect to existing or future access roads.

Finding: **N/A**

- The need of the proposed use for a shoreland location.

Finding: **N/A**

- Its compatibility with uses on adjacent land.

Finding: **Compatible.**

Regarding the establishment, maintenance or operation of the special exception applied for, the Plan Commission shall specify whatever reasonable conditions it deems necessary and appropriate to fulfill the intent of this Chapter. The conditions may include requirements relating to any of the following:

- Landscaping conditions required:

Adherence to Village Stormwater Ordinance

- Type of construction conditions required:

Adherence to Village Erosion Control Ordinance

- Construction commencement and completion dates required:

  N/A

- Surety required:

  N/A

- Lighting required:

  Adherence to Village Dark Sky (Regulated Illumination) Ordinance

- Fencing required

  N/A

- Deed restrictions required:

  N/A

- Access restrictions required:

  N/A

- Setbacks and yards required:

  N/A

- Planting screens required:

  N/A

- Modifications in parking required:

  N/A, parking of construction vehicles on Lake Mendota Drive.

- Architecture, exterior colors and exterior materials required:

  N/A

Any other requirements necessary to fulfill the purpose and intent of the Zoning Code of the Village of Shorewood Hills conditions required:

Village of Shorewood Hills
Residential Floor Areas

Parcel Number	070917161741		
Property Address	3220	LAKE MENDOTA	DR
Year Built	1953		
Owner Name	JERRY J WEYGANDT		
Co-Owner Name	ENID M WEYGANDT		
Area Input Date	6/10/2014	☐ Input Areas are Estimated	

Floor Areas (Sq. Feet)	Assessor	Input	Ordinance
Lot Size (Sq. Feet)	34,543	34,936	34,936
per County Map	34,558		
Basement	2,467	3,184	1,224
Basement Perimeter		268	
Exposed Perimeter		103	
Percent Exposure		38%	
First Story	2,870	2,871	2,871
Second Story	500	1,600	1,600
Third Story	0	0	0
Garage	716	500	0
Deck	520		
Porch	156		
Other Space as Allowed by Ordinance		0	0
Accessory Building 1		513	13
Accessory Building 2		0	0
Total Floor Area		8,668	5,708
Maximum Floor Area Allowed by Ordinance			4,549
Available Floor Area			0

Property may be in violation

Note: Floor areas are calculated based on the input Lot Size (if entered), otherwise the Assessed Lot Size is used. All other input fields must have a value entered for proper calculation.

Comment: 2nd Floor includes some attic space and is estimated based on site visit and aerial photos to quantify dormer size.

Gmail by Google

Karl Frantz <kfrantz@shorewood-hills.org>

Plan Commission- re: 3220 Lake Mendota Drive

1 message

natebrand@comcast.net <natebrand@comcast.net> Sun, Jul 12, 2015 at 9:58 AM
To: mlsundquist@shorewood-hills.org, kfrantz@shorewood-hills.org
Cc: "Weygandt, Jerry" <profjerryj@aol.com>

From: natebrand@comcast.net
To: mlsundquist@shorewood-hills.org, kfranz@shorewood-hills.org
Cc: "Jerry Weygandt" <profjerryj@aol.com>
Sent: Sunday, July 12, 2015 9:37:19 AM
Subject: Plan Commission- re: 3220 Lake Mendota Drive

Dear Karl and Plan Commission Members,

My name is Nathan Brand and I own the property located at 3215 Lake Mendota Drive. I am an immediate neighbor to Jerry and Enid Weygandt.

Its my understanding that the Weygandt's are requesting a conditional use and special exception permit to add approximately 172 square feet to their home located at 3220 Lake Mendota Drive. Jerry called me last Thursday asking me to meet with him regarding his very modest expansion project. The Wegandt's live in a home that was constructed in the 1950's. Hence, the master bedroom has a small bathroom and inadequate closet space. The main driver of this project is to enlarge the bathroom so it will accommodate walkers and wheel chairs, if needed, in the future. As the Weygandt's grow older and slow down, their intent is to continue to live in their Shorewood Hills home and not be forced to relocate to an apartment or assisted living facility because of the physical limitations of their existing property. Their kitchen and main living quarters are all located on the first floor of their home. I understand this logic as my mother built essentially a single story home in Bishop's Bay 14 years ago with the same reasoning in mind. The Weygandt's home is located on one of largest lots in the Village. The home is sighted close to the Lake Mendota Drive roadway and the lake is located a long way away from the back of the house.

.The Weygandt's are fine people and are great neighbors. Both Jerry and Enid have donated their time, talent and treasure for the benefit of their fellow Shorewood Hills residents over the years serving on various committees and supporting many village causes. In the past Jerry has served as Village Treasurer.

In closing, I strongly support the Weygandt's appliacation as I find it to be unobjectionable and very reasonable. I hope that they continue to be my neighbors for a very long time.

3200
LAKE MENDOTA
3201
LAKE MENDOTA
3202
LAKE MENDOTA
3205
LAKE MENDOTA
3206
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3232
LAKE MENDOTA
3300
LAKE MENDOTA
3306
LAKE MENDOTA
3310
LAKE MENDOTA
3320
LAKE MENDOTA
3326
LAKE MENDOTA
3330
LAKE MENDOTA
3334
LAKE MENDOTA
Lake Mendota Drive
Wood Lane

SEC. 10-1-110 RESIDENTIAL FLOOR AREA AND HEIGHT LIMITATION.

(a) In this section the following words and terms shall have the following meanings:

(1) "Floor Area Ratio" (FAR). The floor area ratio of the building or buildings on any lot is the floor area of the building or buildings on the lot divided by the area of such lot. The floor area requirements as set forth in this section shall determine the maximum floor area allowable for the building or buildings (total floor area of both principal and accessory buildings) in direct ratio to the area of the lot.

(2) "Floor Area." For the purpose of this ordinance , the floor area of a building is the sum of the gross horizontal areas of the several floors of the building measured from the exterior faces of the exterior walls, or from the center line of walls separating two buildings. The floor area of a building shall include:

a. Basement floor area where more than one exterior basement walls are above the finished lot grade. The percentage of the total basement floor area to be included in the adjusted floor area shall be equal to the percentage of the total perimeter of the basement wall that is completely exposed.

b. Elevator shafts and stairwells at each floor;

c. Floor space used for mechanical equipment;

d. Penthouses, attic space used for human occupancy, interior balconies and mezzanines;

e. Enclosed porches; and

f. Floor area devoted to accessory uses.

The floor area of a building shall not include:

a. Unenclosed spaces such as unenclosed decks

b. The first 500 square feet of garage space

c. Accessory structures having dimensions less than 100 sq ft or 7 ½ ft inside height

d. The first 500 square feet of a detached accessory dwelling structure on a lot larger than 8,000 square feet

(b) The floor area ratio of the building or buildings on any lot in the R1, R-2 or R-3 Residential District shall not exceed the following:

(1) On lots smaller than 8,000 square feet, the floor area ratio shall not exceed 0.35 plus an additional 250 square feet of floor area;

(2) On lots between 8,000 and 19,999 square feet, the floor area ratio shall not exceed 0.10 plus an additional 2,250 square feet of floor area;

(3) On lots larger than 19,999 square feet, the floor area ratio shall not exceed 0.02 plus an additional 3,850 square feet of floor area.

(c) If the lot is vacant, then these rules shall be interpreted as compared to a building that is the size of the maximum building in the limits provided above.

(d) Maximum Height. The vertical distance between any point on the roof and the point on the natural grade directly beneath it shall not exceed the following values.

(1) A gable or hip roof with a pitch of 12:12 or steeper: 32 feet

(2) A gable or hip roof with a pitch of less than 12:12, or a gambrel roof: 30 feet

(3) A shed, flat or mansard roof: 22 feet

(4) Natural grade is defined as the grade determined by the survey required in section 15.10 of the Village code, titled "Permits and Site Surveys Required" in cases where that code section applies.

(e) A special exception to the floor area and height ratio may be granted as follows:

(1) Applications for special exceptions shall be made and processed using the same procedure that applies to conditional use permits under Article E of this Code.

(2) A special exception shall not be granted unless the applicant demonstrates that the building or buildings on the lot that exceed the floor area ratio and height limit will meet the conditions set forth in Sec. 10-1-52 of this Code. For purposes of this section references to "use" or "conditional use" in Sec. 10-1-52 shall be deemed to be references to the building or buildings for which a special exception is requested. In addition, the applicant shall demonstrate compliance with the following additional conditions:

a. The uses, values, views, vistas and enjoyment of other property in the neighborhood for purposes already established shall be in no foreseeable manner substantially impaired or be diminished by the special exception.

b. The special exception will not substantially impair an adequate supply of light and air to adjacent property, or increase the danger of fire within the neighborhood.

c. The special exception will not substantially increase erosion;

d. The special exception will not substantially cause the flow of surface water to be changed so as to adversely affect other lots or the natural environment.

e. The special exception will not substantially adversely affect infiltration of surface water into the ground.

f. The special exception will not substantially adversely affect access to property or structures by fire fighters and other emergency personnel.

(3) The Plan Commission may consider the following:

a. If other residences along the same side of the street adjoining the residence have similar FARs.

b. If the lot has large trees and/or mature landscaping which obscures the scale of the residence.

c. If the property has unique topographic features which reduce the scale of the residence.

d. If the residence setback from the public street is significantly greater than minimum requirements.

(f) Any structure that existed lawfully at the time this section was adopted and that exceeds the floor area ratio or height limit shall be deemed to have been granted a special exception to the floor area ratio and height limit. Should any structure as defined above be destroyed through natural or man-made disaster, including fire said structure shall be permitted to be reconstructed on the same footprint and up to the same floor area and height as preexisted.

(g) Pre-application process (optional). In preparation for a special exception application, interested parties may request that the village convene a pre-application meeting. The meeting would be facilitated by the village administrator and staff. The objectives of the meeting would be as follows:

(1) Clarify the process criteria;

(2) Allow the homeowners to share their goals and plans;

(3) Allow neighbors to express their preferences and concerns;

(4) Begin the process of exploring mutual advantageous solutions.

For Office Use:	Date		Date
Application given by _____		Referred to Plan Comm/Board	6/10/15
Received by Zoning Administrator	6/19/15	Public Hearing Set	6/19/15
Fee received by Clerk	6/30/15	Date Notices Mailed	6/20/15
Zoning Certified	"	Public Hearing Published	
Filed with Clerk	6/19/15	Public Hearing Held	
Referred for Staff Review	"	Final Action	

Village of Shorewood Hills
810 Shorewood Boulevard
Madison, WI 53705-2115
(608) 267-2680 phone
(608) 267-5929 fax

APPLICATION FOR CONDITIONAL USE PERMIT

(A non-refundable $350 fee must accompany this application upon filing)

FOR OFFICE USE ONLY

Receipt # _____

Date of Petition: 6/17/15

The undersigned, being all the owners of the real property covered by this conditional use request hereby petition the Village of Shorewood Hills as follows:

1. Name and address of each owner: (Please attach additional pages as necessary)
   Jerry and Enid Weygandt
   3220 Lake Mendota Drive
   Madison, WI 53705

2. Name and address of applicant if not an owner. Describe interest in site (if tenancy, attach copy of current lease): NA

3. Address of site: 3220 Lake Mendota Drive

4. Tax parcel number of site: 70917161741

5. Accurate legal description of site (state lot, block and recorded subdivision or metes and bounds description) (Attach copy of owner's deed): _____

6. Present zoning classification: _____

7. Requested conditional use: _____

8. Brief description of each structure presently existing on site: House plus garage plus boat house

9. Brief description of present use of site and each structure on site: HOUSE - Living quarters
GARAGE - Automobile USAGE BOAT HOUSE - STORAGE

10. Brief description of any proposed change in use of structures if request for conditional use is granted (include change in number of employees on site):
Addition to bed room - bATHROOM

11. The following arrangements have been made for serving the site with municipal sewer and water:
N/A

12. Name, address, and tax parcel number of the owners of each parcel immediately adjacent to the boundaries of the site and each parcel within 200 feet including street and alley right-of-way of each exterior boundary of the site:

13. A scale map or survey map must be attached showing the following:

a. Location, boundaries, dimensions, uses, and size of the site and structures and its relationship to adjoining lands.
b. The approximate location of existing structures on the site, easements, streets, alleys, off street parking, loading areas and driveways, highway access and access restrictions, existing street, side and rear yards, proposed surface drainage, grade elevations.

14. State in detail, the evidence indicating proof that the proposed conditional use shall conform to each of the standards for conditional uses set forth in section 10-1-108 of the Village Zoning Code.

WHEREFORE, the undersigned property owners hereby state that the foregoing information and all attachments to this Petition are true and correct to the best of our knowledge.

Dated this 17 day of JUNE, 2015.

Jerry Wiggendt
Property Owner

Property owner

I certify that that I have reviewed this application for completeness.

Date: _____ Zoning Administrator: _____

Print Form

Updated: 2/18/15

Plan Commission Conditional Use Permit Review Lake Mendota Drive Projects

The Plan Commission shall forward its written advisory recommendation to the Village Board within thirty (30) days after receipt of the application from the Zoning Administrator. The Plan Commission shall recommend approval, approval subject to specified conditions, or denial. A recommendation for denial shall include the reasons, including which standards contained in the Plan Commission review are found not to be met.

Property:
Weygandt, Jerry & Enid
3220 Lake Mendota Drive
Madison, WI 53705

A conditional use shall be approved under this paragraph only if the applicant demonstrates by clear and convincing evidence the following:

1. Views of Lake Mendota from points off the lot on which the development or excavation proposed will not be adversely affected. **True**

2. Erosion will not be increased. **True**

3. The flow of surface water will not be changed so as to adversely affect other lots, the lake and other aspects of the natural environment. **True**

4. Infiltration of surface water into the ground will not be adversely affected. **True**

5. Access to properties and structures by firefighters and other emergency personnel will not be adversely effected:

   True, may be improved.

The Plan Commission shall review the application according to the standards below. No application shall be recommended for approval by the Plan Commission unless it finds that the following conditions are met:

1. That the establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

Finding: **True**

2. That the uses, values and enjoyment of other property in the neighborhood for purposes already permitted shall be in no foreseeable manner substantially impaired or diminished by the establishment, maintenance or operation of the conditional use and the proposed use is compatible with the use of adjacent land.

Finding: **True**

3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district, and will not be contrary to an adopted comprehensive plan of the Village.

Finding: **True**

4. That adequate utilities, access roads, drainage and other necessary site improvements have been, are being or will be provided.

Finding: **True**

5. That the establishment, maintenance or operation of the conditional use is unlikely to increase the level of traffic congestion or reduce the level of safety at any point on the public streets.

Finding: **True**

6. That the conditional use shall conform to all applicable regulations of the district in which it is located.

Finding: **1) This proposal does not conform to the Village's lake setback line ordinance and the Board will need to approve an exception.**

2) True. Because the resident's house is so close to Lake Mendota Drive, it has such an extensive backyard in length, and the house to the west is so much closer to the lake, the Plan Commission believes the exception is minor.

7. That the conditional use does not violate flood plain regulations governing the site.

Finding: **True**

8. That, when applying the above standards to any new construction of a building, or an addition to an existing building, the Plan Commission and Board shall bear in mind the statement of purpose for the zoning district such that the proposed building or addition at its location does not defeat the purposes and objectives of the zoning district.

Finding: **True**

The Plan Commission shall also evaluate the effect of the proposed conditional use upon:

- The maintenance of safe and healthful conditions.

Finding: **True**

- The prevention and control of water pollution including sedimentation.

Finding: **True**

- Existing topographic and drainage features and vegetative cover on the site.

Finding: **True**

- The location of the site with respect to floodplains and floodways of rivers and streams.

Finding: **True**

- The erosion potential of the site based upon degree and direction of slope, soil type and vegetative cover.

Finding: **True**

- The location of the site with respect to existing or future access roads.

Finding: **True**

- The need of the proposed use for a shoreland location.

Finding: **True**

- Its compatibility with uses on adjacent land.

Finding: **True**

- Any other requirements necessary to fulfill the purpose and intent of the Zoning Code of the Village of Shorewood Hills conditions required:

Compliance with:

  - **Stormwater Management Ordinance**
  - **Erosion Control Ordinance**
  - **Noise Ordinance**
  - **Dark Sky (Regulated Illumination) Ordinance**

Statement by Homeowners

We have been residents of Shorewood Hills since 1976 or a total of 39 years. We have lived in our present residence since 1985 or a total of 30 years. The house is 62 years old. We have three children (a son and two daughters) who lived in our house during their school years. From the street our house appears to be one story but given the slope of the lot, we have a basement, first floor and second floor.

We have three bedrooms in the house of which our two daughters shared one of the bedrooms on the second story. We and our son had bedrooms on the main floor.

Our intent is to remain in this house until we are no longer capable of providing for ourselves. We believe this approach is best for us. Our rationale -- we like the neighborhood, the lake, the culture of the Village, the overall location, and the people.

Since our children are now gone, we primarily use the main floor which comprises approximately 2, 871 square feet. The second floor is basically not used. Our basement area also is being used less and less. As indicated earlier, on the main floor there are two bedrooms, one which we will refer to as the master. The master has always been a problem because it has a very small closet and a marginal bathroom. But given our finances at the time, and the fact that we were not facing old age, we made do just fine

Given our advancing ages, 72 and 70, and the decision to not move from the village, we decided it makes sense for us to enlarge the master. Our request in square footage addition is modest—approximately 171 square feet. What this change will do for us is the following

1. It will make the bedroom wheelchair compatible. Presently we would not be able to get into our closet nor our bathroom with a wheelchair.
2. It will provide more living space on the main floor which is where we are presently spending practically all our time. It will not be much longer and we will undoubtedly not use the upper floor or lower flower.
3. We do not view this modest addition as intrusive to our neighbors. We presently have a large evergreen where the addition will be added. From a length point of view, the evergreen extends longer than our addition. From a height point of view, from the street side the impact is negligible. That is you will not see the new roof or the addition. In fact, the views to the lake will be enhanced from the street side upon removal of the evergreen. From the side view, it is true that the roof will be higher than the evergreen, but the view impairment is minor. We invite the planning committee to either look at the site or pictures we will provide at the planning committee meeting to justify our opinion.

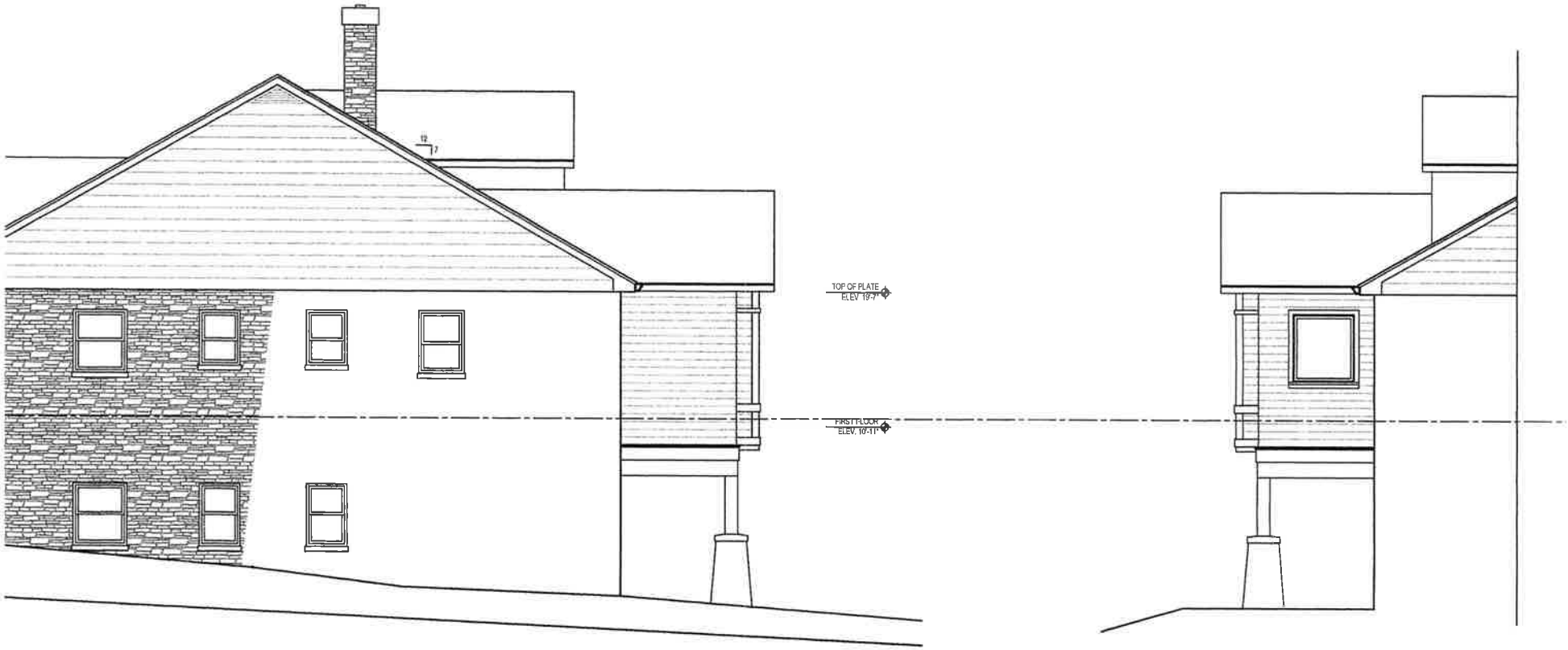
In summary, we believe that this addition will be very valuable to us as we continue to deal with the aging process. We also believe that this addition does not adversely affect our neighbors. Our footprint

on our lot is small relative to the overall square footage we have. This situation occurs because of the sloping lot and the ability to have three stories. Height is not a problem with our property as far as the house is concerned. As a result, our backyard is quite large and some have referred to it as almost park like in nature

Thank you for your consideration on this matter.

Special Exception Explanations

1. As indicated in the statement by owners, we not believe the values, views, vistas, and enjoyment of other property will be substantially impaired. In fact we believe that values will be enhanced as our addition will add value to our property which has a positive effect on adjoining property as well. In addition, we believe that the view from the street will be enhanced as well as views from the side.
2. This addition will not impair an adequate supply of air or light. One look at our survey map indicates that there will not be an impairment of light or air to adjacent property as there is an abundance of open space.
3. The addition will be on level ground and will not change the slope of the property.
4. As indicated in point 3, the surface water flow will not be affected.
5. Infiltration of surface water will not be a problem as no pipes etc. will affect the quality of the water.
6. Access will be the same as before for fire equipment. No access problems therefore result. In fact access may be enhanced.



WEYGANDT RESIDENCE

1/8/15

SCALE: 1/4" = 1'-0"

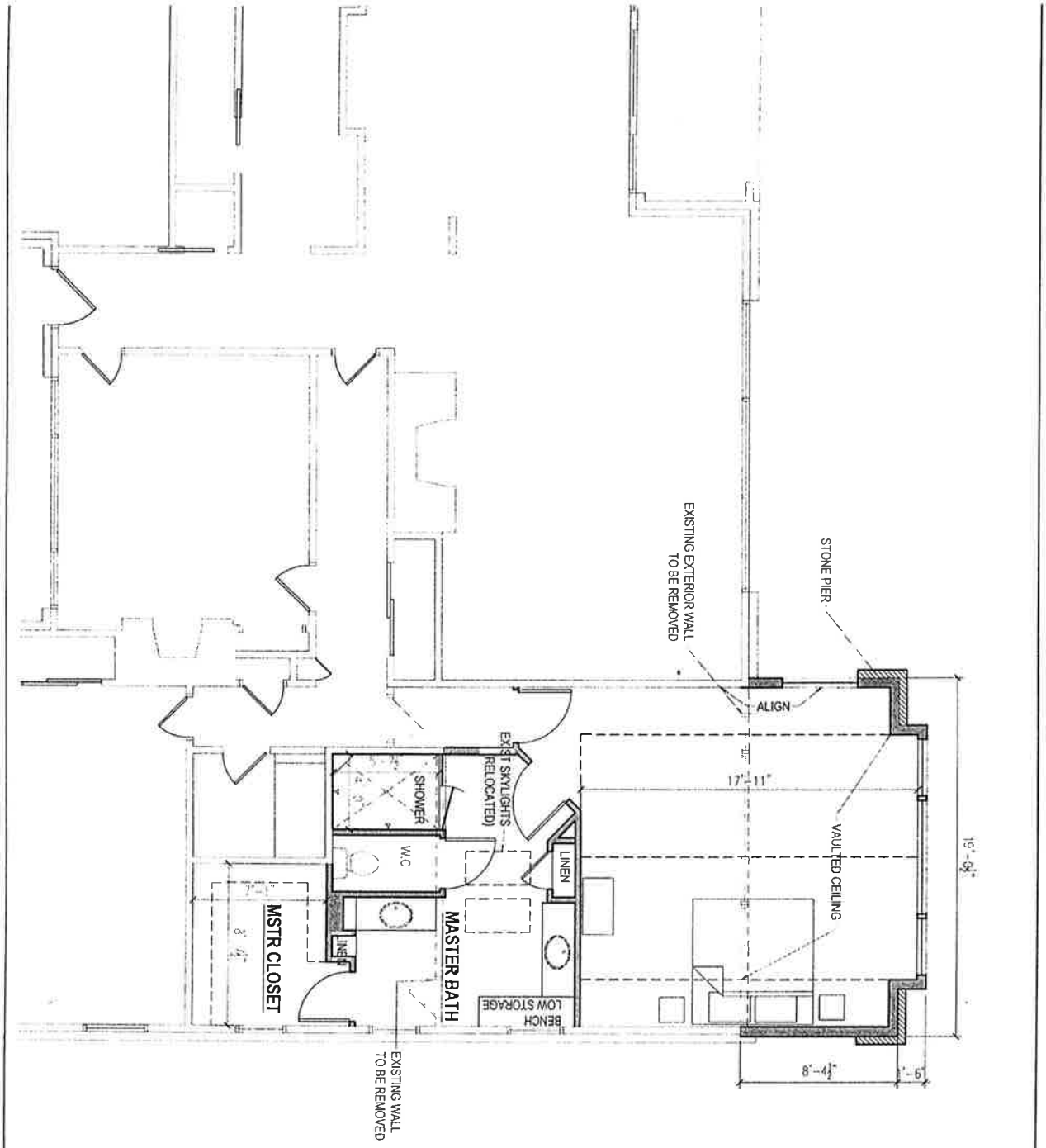
RIGHT & LEFT SIDE ELEVATION

WEYGANDT RESIDENCE

1/8/15

SCALE: 1/4" = 1'-0"

REAR ELEVATION



PROJECT:
NUMBER:
DATE: 9.30.14
ISSUANCES:
REV: —
SHEET: A100

WEYGANDT RESIDENCE

LAKE MENDOTA DRIVE
SHOREWOOD HILLS WI

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architecture & design
222 West Washington Ave. Suite 310, Madison, WI 53703
ph: 608.268.1499 fax: 608.268.1498
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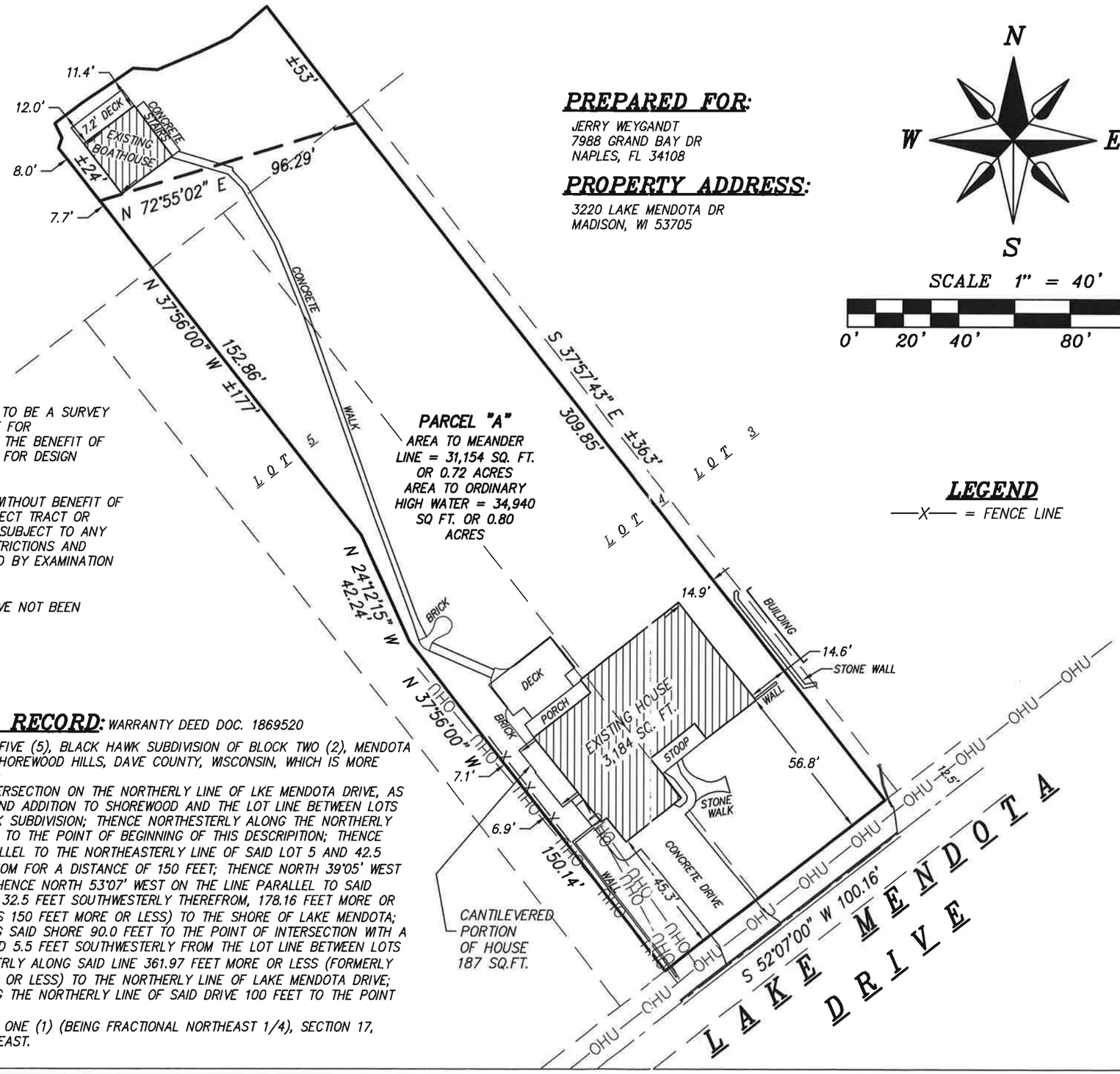

PARCEL "A"
AREA TO MEANDER LINE = 31,154 SQ. FT. OR 0.72 ACRES
AREA TO ORDINARY HIGH WATER = 34,940 SQ FT. OR 0.80 ACRES

PREPARED FOR:
JERRY WEYGANDT
7988 GRAND BAY DR
NAPLES, FL 34108

PROPERTY ADDRESS:
3220 LAKE MENDOTA DR
MADISON, WI 53705

N
W E
S

SCALE 1" = 40'
0' 20' 40' 80' 120'

LEGEND
—X— = FENCE LINE

NOTES:

1.) THIS MAP IS NOT INTENDED TO BE A SURVEY OF THE PROPERTY. IT IS DONE FOR INFORMATIONAL PURPOSED FOR THE BENEFIT OF THE OWNER AND THEIR AGENTS FOR DESIGN PURPOSES

2.) THIS MAP WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT FOR THE SUBJECT TRACT OR ADJOINERS AND IS THEREFORE SUBJECT TO ANY EASEMENTS, AGREEMENTS, RESTRICTIONS AND STATEMENT OF FACTS REVEALED BY EXAMINATION OF SUCH DOCUMENTS.

3.) WETLANDS, IF PRESENT, HAVE NOT BEEN DELINEATED OR SHOWN.

DESCRIPTION OF RECORD: WARRANTY DEED DOC. 1869520

PART OF LOTS FOUR (4) AND FIVE (5), BLACK HAWK SUBDIVISION OF BLOCK TWO (2), MENDOTA HEIGHTS, IN THE VILLAGE OF SHOREWOOD HILLS, DAVE COUNTY, WISCONSIN, WHICH IS MORE FULLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT OF INTERSECTION ON THE NORTHERLY LINE OF LKE MENDOTA DRIVE, AS SHOWN ON THE PLAT OF SECOND ADDITION TO SHOREWOOD AND THE LOT LINE BETWEEN LOTS 5 AND 6 OF SAID BLACK HAWK SUBDIVISION; THENCE NORTHESTERLY ALONG THE NORTHERLY LINE OF SAID DRIVE 20.5 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPITION; THENCE NORTH 53°07' WEST AND PARALLEL TO THE NORTHEASTERLY LINE OF SAID LOT 5 AND 42.5 FEET SOUTHWESTERLY THEREFROM FOR A DISTANCE OF 150 FEET; THENCE NORTH 39°05' WEST FOR A DISTANCE 41.2 FEET; THENCE NORTH 53°07' WEST ON THE LINE PARALLEL TO SAID EASTERLY LINE OF LOT 5 AND 32.5 FEET SOUTHWESTERLY THEREFROM, 178.16 FEET MORE OR LESS (FORMERLY DESCRIBED AS 150 FEET MORE OR LESS) TO THE SHORE OF LAKE MENDOTA; THENCE NORTHEASTERLY ALONG SAID SHORE 90.0 FEET TO THE POINT OF INTERSECTION WITH A LINE WHICH IS PARALLEL TOAND 5.5 FEET SOUTHWESTERLY FROM THE LOT LINE BETWEEN LOTS 3 AND 4; THENCE SOUTHEASTERLY ALONG SAID LINE 361.97 FEET MORE OR LESS (FORMERLY DESCRIBED AS 340 FEET MORE OR LESS) TO THE NORTHERLY LINE OF LAKE MENDOTA DRIVE; THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF SAID DRIVE 100 FEET TO THE POINT OF BEGINNING.
LOCATED ON GOVERNMENT LOT ONE (1) (BEING FRACTIONAL NORTHEAST 1/4), SECTION 17, TOWNSHIP 7 NORTH, RANGE 9 EAST.

SITE PLAN

A parcel of land located in part of the SE 1/4 of the NE 1/4, in Section 17, T7N, R9E, Village of Shorewood Hills, Dane County, Wisconsin, being parts of Lots 4 and 5, Black Hawk Subdivision of Block 2 Mendota Heights.

DATE	JUNE 4, 2014	REVISION DATE:	CHECK BY N.T.P.
SCALE:	1" = 40'		DRAWING NO. 14W-194
DRAWN BY	SCOTT KOFFARNUS		SHEET 1 OF 1

WILLIAMSON SURVEYING & ASSOCIATES, LLC
104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597.
NOA T. PRIEVE & CHRIS W. ADAMS
REGISTERED LAND SURVEYORS
PHONE: 608-255-5705 FAX: 608-849-9760 WEB: WILLIAMSONSURVEYING.COM

SEC. 10-1-26 R-3 SINGLE-FAMILY RESIDENCE DISTRICT.

(a) Description and Purpose. The purpose of this District is to provide for lots primarily intended for single-family structures.

(b) Principal Permitted Uses. Any permitted use in the R-1 District.

(c) Conditional Uses. Any conditional use in the R-1 District.

(d) Accessory Uses. Accessory uses shall be permitted as provided in Article K of this Chapter.

(e) Bulk Regulations.

(1) Minimum lot area. Ten thousand (10,000) square feet.

(2) Maximum height. Thirty-five (35) feet.†

(3) Minimum width of lot at building setback line. Fifty (50) feet.

(4) Minimum yard dimensions.

a. Front yard. Twenty-five (25) feet.

b. Rear yards not on lakefront property. Twenty-five (25) feet.

c. Rear yards on lakefront property. Seventy-five (75) feet for principal structures.

1. Yard requirements adjacent to the lake shall be determined by measuring to the closest point of the lake's ordinary high water mark ("high water mark").

2. If the adjacent lots on both sides have existing buildings closer to the high water mark than seventy-five (75) feet, the minimum distance from the high water mark shall be the larger of the yards of the two adjacent lots.

3. The yard requirement for lake property shall apply to all new construction, reconstruction or additions to existing construction.

d. Side yards. Seven and one-half (7.5) feet.

e. Maximum lot coverage. The principal and accessory structures shall not exceed twenty-five percent (25%) of the lot.†

(f) Off-Street Parking. Off-street parking areas shall conform, where applicable, with the regulations set forth in Article G of this Chapter.

(g) Conditional Use. Any development which results in a change specified in paragraph (1) of this subsection to structures or conditions legally existing on February 1, 2002, on properties located north of Lake Mendota Drive, is permitted only as a conditional use

---

† Also see section 10-1-100 Residential Floor Area and Height Limitations

pursuant to Article E of this Title 10. In determining whether or not to approve such a conditional use, the standards set forth in paragraph (2) shall be applied in addition to those in Article E, with the following modifications: first, section 10-1-52(b) which specifies notice requirements for hearings, shall be modified to include owners of property who are within 200 feet of the boundary of the property affected; second, section 10-1-52(d) which specifies procedures for referral and recommendation from the Plan Commission to the Board, shall permit the Plan Commission to make reasonable conditions related to the conditions in paragraph (2), however items 1-15 which include a range of conditions not relevant for residential properties such as sureties and hours of operation, and other conditions outside the intent of this ordinance, such as architecture, exterior colors and exterior materials shall not apply.

(1) The following require a conditional use pursuant to this subsection:

a. Any development in the area between Lake Mendota and the lakefront setback line described in paragraph (3).

b. Any new roof area more than 30 feet above the ground surface immediately beneath it.

c. Any new construction the highest point of which is more than six feet above the highest point of the principal structure on an adjacent lot.

d. Any new structure.

e. Extending a roof more than two feet horizontally in any direction.

f. Any reduction in the distance between any part of a structure and the lake or a side lot line.

g. Any increase in height of any part of a structure.

h. Adding, removing or moving more than 10 cubic yards of soil or other fill to, from, or within any lot.

i. Increasing the amount of area covered by roofs, paving, or other impervious surfaces by more than 200 square feet.

(2) A conditional use shall be approved under this paragraph only if the applicant demonstrates by clear and convincing evidence the following:

a. Views of Lake Mendota from points off the lot on which the development or excavation is proposed will not be adversely affected.

b. Erosion will not be increased.

c. The flow of surface water will not be changed so as to adversely affect other lots, the lake or other aspects of the natural environment.

d. Infiltration of surface water into the ground will not be adversely affected.

e. Access to properties and structures by firefighters and other emergency

personnel will not be adversely affected.

(3) The purpose of this special lakefront setback line ("the Line") is to preserve the existing open space between Lake Mendota (the "Lake") and the existing houses in order to maintain the view of the Lake for all the properties, to enhance water quality and preserve the environment. The Line is referenced in places to existing houses. Unless a special surface is mentioned, the Line is drawn as of 2/1/02 to the exterior surface of the house such as the siding, stucco, etc., which is closest to the Lake, and not to the foundation, deck, patio, roof overhangs, or window sills or similar trim protrusions. In the definition, all properties are described by their house numbers as of 2/1/02, and all house numbers are on the north side of Lake Mendota Drive. The character ' means feet. The term NHWM means the normal high water mark of the Lake as defined by the Wisconsin Department of Natural Resources.

The Line begins at the west property line of the lot at 3696 at a point 75' from the NHWM and goes from that point to the
NW corner of the house at 3696, follows the back of that to its NE corner, then to the
NW corner of the house at 3690, follows the bank of that to its
NE corner, then to the NW corner of the house at 3672, then runs directly to the
Northernmost point of the house at 3668, then runs directly to the
NW corner of the house at 3656, follows the back of that to its NE corner, then runs directly to the
NW corner of the northern most portion of the house at 3636, follows the back of that house to its NE corner, then runs directly to the
NW corner of the house at 3626, follows the back of that to its
NE corner, then runs directly to the
NW corner of the house at 3610, then runs directly to the
NW corner of the house at 3546, follows the back of that to its
NE corner, then runs directly to the
NW corner of the house at 3522, follows the back of that to its
NE corner, then runs directly to the
NW corner of the house at 3514, and follows the back of that to its
NE corner.

From there, the line goes to the NW corner, across the back to the
NE corner and to the next NW corner and so on for the next 10 houses, specifically, to the
NW corner of the house at 3512, follows the back of that to its
NE corner, then to the
NW corner of the house at 3506, follows the back of that to its
NE corner, then to the
NW corner of the house at 3448, follows the back of that to its
NE corner, then to the
NW corner of the house at 3444, follows the back of that to its

NE corner, then to the
NW corner of the house at 3440, follows the back of that to its
NE corner, then to the
NW corner of the house at 3434, follows the back of that to its
NE corner, then to the
NW corner of the house at 3426, follows the back of that to its
NE corner, then to the
NW corner of the house at 3422, follows the back of that to its
NE corner, then to the
NW corner of the house at 3418, follows the back of that to its
NE corner, then to the NW corner of the house at 3414, follows the back of that to its NE corner, then to the
NW corner of the northernmost portion of the house at 3410, follows the back of that portion to the NE corner of that portion, then runs directly to the
NW corner of the northernmost portion of the house at 3334, follows the back of that portion to the NE corner of that portion, then runs directly to the
NW corner of the main body of the house at 3310 (not the porch), follows the back of that portion to the NE corner of that portion, then runs directly to the
NW corner of the house at 3300, follows the back of that to its
NE corner, then runs directly to the
NW corner of the top roof of the house at 3226, follows the edge of that roof to the NE corner of that roof, and then continues along the same bearing to the intersection
Point on the eastern property line of 3226.

The Line then follows that property line away from the Lake to a Point due west of the NW corner of the house at 3220, then to the
NW corner of that house, follows the back of that to its
NE corner, then runs directly to the
NW corner of the northernmost portion of the house at 3210, follows the back of that portion to the NE corner of that portion, then runs directly to the
NW corner of the building south of the house at 3202, then runs directly to the
West corner of the house at 3202, then north to a line 75' from the NHWM.

From that intersection the Line runs to the Village boundary staying 75' from the NHWM.

The Line has no meaning as a setback line where it crosses Village property (between the eastern property line of 3534 and the western property line of 3522, and between the eastern property line of 3406 and the western property line of 3334).

(4) Pre-application process (optional). In preparation for a conditional use application a homeowner or adjacent neighbor may request that the village convene a pre-application meeting. The meeting would be facilitated by the village administrator or a designated member of the Plan Commission. The objectives of the meeting would be as follows:

a. Clarify the conditional use process and criteria;

b. Allow homeowners to share their preliminary goals and plans;

c. Allow neighbors to express their preferences and concerns relating to the criteria;

d. Begin the process of exploring mutually advantageous solutions.

Matthew P. Dregne
Government Law Team Leader

222 West Washington Avenue, Suite 900
P.O. Box 1784
Madison, WI 53701-1784
mdregne@staffordlaw.com
608.259.2618

June 23, 2015

Mr. Karl Frantz, Village Administrator
Village of Shorewood Hills
810 Shorewood Boulevard
Madison, WI 53705-2115

Re: Pyare Redevelopment – Flad Development
AT&T Plaza Redevelopment – Flad Development

Dear Karl:

As discussed during our telephone call on June 22, 2015, I write to request the Village's consent to allow Stafford Rosenbaum LLP to represent the Village on two matters adverse to Flad Development and Investment Corp. ("Flad"). One of those matters is Flad's proposed Pyare Redevelopment, and the other is Flad's proposed AT&T Plaza Redevelopment.

During 2014, attorney James Statz and four other lawyers merged their former firm (Solheim Billing & Grimmer) with Stafford Rosenbaum LLP. Mr. Statz had a pre-existing relationship with Flad. Mr. Statz periodically represents Flad in connection with lease agreements between Flad and Flad's tenants, and occasionally represents Flad in acquiring real estate not located in the Village of Shorewood Hills (the "Unrelated Matters").

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0623151100

Under the Wisconsin Supreme Court Rules of Professional Conduct, a lawyer may not represent one client directly adverse to another client, unless the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client, and each affected client gives informed consent in writing. We have concluded that Stafford Rosenbaum will be able to provide competent and diligent representation to the Village on the proposed Pyare Redevelopment and the proposed AT&T Plaza Redevelopment, while also representing Flad on the Unrelated Matters.

We are asking whether the Village consents to our representation of Flad in the Unrelated Matters while we represent the Village in the Pyare Redevelopment and AT&T Plaza Redevelopment matters. If the Village does consent, please confirm this by signing one copy of this letter and returning it to me.

Of course, please let me know if you have any questions. Thank you for your attention to this matter.

Very truly yours,

Matthew P. Dregne

MPD:kps

cc: James I. Statz

CONSENT

VILLAGE OF SHOREWOOD HILLS

By: _____ _____, 2015
Karl P. Frantz, Village Administrator

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

Law Enforcement Employee Relations Division • Supervisory Officers Relations Division • Civilian Employees Relations Division

May 28, 2015

Ms. Cokie Albrecht, Village Clerk
VILLAGE OF SHOREWOOD HILLS
Shorewood Hills Village Hall
810 Shorewood Boulevard
Madison, WI 53705

Re: Shorewood Hills Professional Police Officers' Association ("SHPPOA")

Dear Ms. Albrecht:

This is to advise you that the Wisconsin Professional Police Association/Law Enforcement Employee Relations Division (WPPA/LEER) has been authorized by the Shorewood Hills Professional Police Officers' Association to act as its exclusive agent for the purpose of collective bargaining. The SHPPOA is comprised of all regular full-time employees having the power of arrest employed by the Village of Shorewood Hills, but excluding the Chief of Police, lieutenants, office clerical employees and all other employees. The officers want to be represented during the high stress times of critical incidents and the affiliation with the WPPA will provide them with this.

At this time we request that the Village of Shorewood Hills voluntarily recognize WPPA/LEER as the exclusive collective bargaining agent for the above-referenced unit and meet with us to bargain wages, hours, and conditions of employment. We are available to meet at any reasonable time and place, but we understand if this request first must be considered and approved by the full Village Board. Please be advised that in the event the Village denies this request, we are prepared to petition the Wisconsin Employment Relations Commission for an election to determine this group's collective bargaining status, and that of WPPA/LEER as its sole and exclusive bargaining agent.

At your earliest convenience, please contact me at the Madison office of the WPPA listed below. Thank you for your consideration.

Sincerely,

Michael S. Goetz
Business Agent

MSG:jen

660 John Nolen Drive • Suite 300 • Madison, WI 53713 • (608) 273-3840 • 1-800-362-8838 • Fax (608) 273-3904

Chapter 21

Noise Regulation

21.01 Purpose.
21.02 Definitions.
21.03 Sound Measurement Methodology.
21.04 Sound Limits - Residential and Sensitive Receptors.
21.05 Sounds that Constitute a Nuisance.
21.06 Noise Curfew.
21.07 Additional Prohibitions.
21.08 Exemptions.
21.09 Applications for a Variance.
21.10 Enforcement.

21.01 Purpose.

In order to protect the health, safety, welfare and convenience of the public, it is the policy of the Village to prohibit sound levels that substantially or unduly interfere with the use of any land, building, or other place within the Village, or which unreasonably disturb the peace and quiet of any such land, building, or other place.

21.02 Definitions.

The following words, phrases and terms as used in this chapter shall have the following meanings:

(1) "Ambient sound level" means the composite of normal or existing sound from all sources measured at a given location. The ambient sound level shall be measured with a sound level meter, using slow response and A-weighting. The ambient sound level shall be determined with the intruding sound source(s) discontinued or stopped.

(2) "A-Weighting" means a frequency response adjustment of a sound level meter with an American National Standards Institute (ANSI) defined A-weighting filter. The A-weighting filter approximates the human ear's response to various frequencies. Measurements made with this weighting are designated dBA.

(3) "C-Weighting" means a frequency response adjustment of a sound level meter with an ANSI defined C-weighting filter. The C-weighting filter analyses the signal with approximately equal weight to all frequencies. Measurements made with this weighting are designated dBC.

(4) "Decibel' or 'dB" is a measure of the relative loudness of sounds that approximates the response of the human ear to sound. Decibel is defined by ANSI to mean a unit of measure that is ten

(10) times the logarithm of the ratio of a sound intensity to a reference intensity. The reference intensity is twenty (20) micropascal, which corresponds to zero (0) decibel (dB). One (1) dB is approximately the smallest difference of loudness ordinarily detectable by the human ear. Three (3) dB corresponds to a doubling of the sound energy. The decibel scale for human hearing ranges from zero dB (the threshold of audibility) to one hundred thirty dB (the threshold of pain). As examples: thirty (30) dB to forty (40) dB is the range typical of a whisper or a quiet library; forty five (45) dB to sixty five (65) dB is the range for most face-to-face conversations; seventy (70) to ninety (90) dB is typical of most home vacuum cleaners at close range; and ninety (90) to one hundred and ten (110) dB is typical of many rock bands.

(5) "Leq" or "Equivalent Continuous Sound Level", as defined by ANSI, means the sound level corresponding to a steady state sound level containing the same total energy as the actual time-varying sound level over a one-hour period. It may be A-weighted (LAeq) or C-weighted (LCeq).

(6) "Impulsive noise" means a noise that of a brief and abrupt character. Chopping wood and pile driving are examples of impulsive noise.

(7) "Intermittent noise" means noise with one or more quiet periods interspersed within an hour period.

(8) "Intruding sound level" means the sound level created, caused, maintained or originating from an alleged offensive source, measured in decibels, at a specified location while the alleged offensive source is in operation.

(9) "One-Third Octave Band", as defined by ANSI, means the sound level contained within a frequency band that is one third of an octave wide. Each one-third octave band center frequency increases by the cube root of 2 (approximately 1.26). Examples of one-third octave band center frequencies include 50, 63, 80, 100, 125, 160, etc. hertz. Describing sound levels in one-third octave bands provides information as to the pitch or tone of the noise (low frequency versus high frequency), in addition to the intensity of the noise.

(10) "Property line" means a vertical plane including the property line that determines the property boundaries in space.

(11) "Simple tone noise" means any sound that is distinctly audible as a single pitch (frequency) or set of pitches including sound consisting of speech and music or sound predominately in a single one third (1/3) octave band.

(12) "Sound level" means the sound pressure level in decibels as measured with a sound level meter using the A-weighting filter unless C-weighting is specified. The unit of measurement is referred to herein as dBA or dBC, respectively.

(13) "Sound level meter" means an instrument meeting ANSI Standard S1.4-1983 as amended for Type 1 or Type 2 sound level meters or an instrument and the associated recording and analyzing equipment that will provide equivalent data.

21.03 Sound Measurement Methodology.

(1) Compliance with this chapter shall be determined using methodology described in this section. Sound measurement shall be made with a sound level meter that meets Type 1 or Type 2 specifications under ANSI standard S1.4-1983 as amended using the A-weighting and C-weighting filter. All Leq measurements will be made for at least one minute. Both LAeq and LCeq will be recorded.

(2) Calibration of the measurement equipment utilizing an acoustical calibrator meeting ANSI standards shall be performed immediately prior to recording any sound data.

(3) Sound levels may be measured at the property line of the source property or at any location on the affected land, building, or other place. The location and height of the sound measurements shall be at the discretion of the Village Administrator or a person acting under his or her supervision. Ideally, external measurements will be made away from facades and obstacles, downwind of the source, in dry conditions with a wind speed of less than ten (10) mph, and with the microphone at least three (3) feet above ground level.

(4) It is unlawful for any person to refuse to cooperate with or to obstruct any Village agent, officer or employee in determining the ambient sound level. Such cooperation shall include, but is not limited to, the shutting off or quieting of any sound source so that an ambient sound level can be measured whenever it is reasonable for the source to be silenced.

21.04 Sound Limits.

It is unlawful for any person at any location to create any sound, or to allow the creation of any sound, on property owned, leased, occupied or otherwise controlled by such person, which causes the exterior sound level when measured at the property line of the source property or at any location on an affected land, building, or other place to exceed the sound level standards as set forth in Table 1, below.

Table 1 - SOUND LEVEL STANDARDS

Sound Level Descriptor	Normal Hours	Quiet Hours
LAeq, A-weighting (dBA)	55	45
LCeq, C-weighting (dBC)	65	55

(1) If the intruding sound source is continuous and cannot reasonably be discontinued or stopped for a time period whereby the ambient sound level can be measured, the sound level measured while the source is in operation shall be compared directly to the sound level standards of Table 1.

(2) In the event the measured ambient sound level exceeds the applicable sound level standard identified in Table 1, the permitted sound level shall be the ambient sound level plus three (3) dBA.

(3) For simple tone noises or if the noise is of an intermittent or impulsive character, the permitted sound level shall be the LAeq and LCeq sound level standards specified in Table 1 reduced by five (5) dBA or dBC. However, when the ambient sound level can be determined, the permitted sound level shall be no lower than the ambient sound level plus three (3) dBA or dBC.

(4) One-third (1/3) octave band sound level measurements may be used if the Village Administrator determines that the LAeq and LCeq measurements inadequately characterize the sound. If this approach is used, a five (5) dB increase in any one-third (1/3) octave band above an adjacent band shall be considered a violation of this chapter.

21.05 Sounds that Constitute a Nuisance.

(1) Notwithstanding any other provisions of this chapter, and in addition thereto, it is unlawful for any person to make or cause any plainly audible sound to be made, or permit any plainly audible sound to be continued, which substantially or unduly interferes with the use of any land, building, or place within the Village, or which unreasonably disturbs the peace and quiet of any such land, building, or other place.

(2) In determining whether enforcement is appropriate, the Village Administrator or a person acting under his or her supervision may consider the following:

(a) The volume and intensity of the sound;

(b) The vibration intensity of the sound;

(c) Whether the nature of the sound is usual or unusual;

(d) Whether the origin of the sound is natural or unnatural;

(e) The volume and intensity of the ambient sound, if any;

(f) The proximity of the sound to residential sleeping facilities;

(g) The nature and zoning of the area within which the sound emanates;

(h) The density of the inhabitation of the area within which the sound emanates;

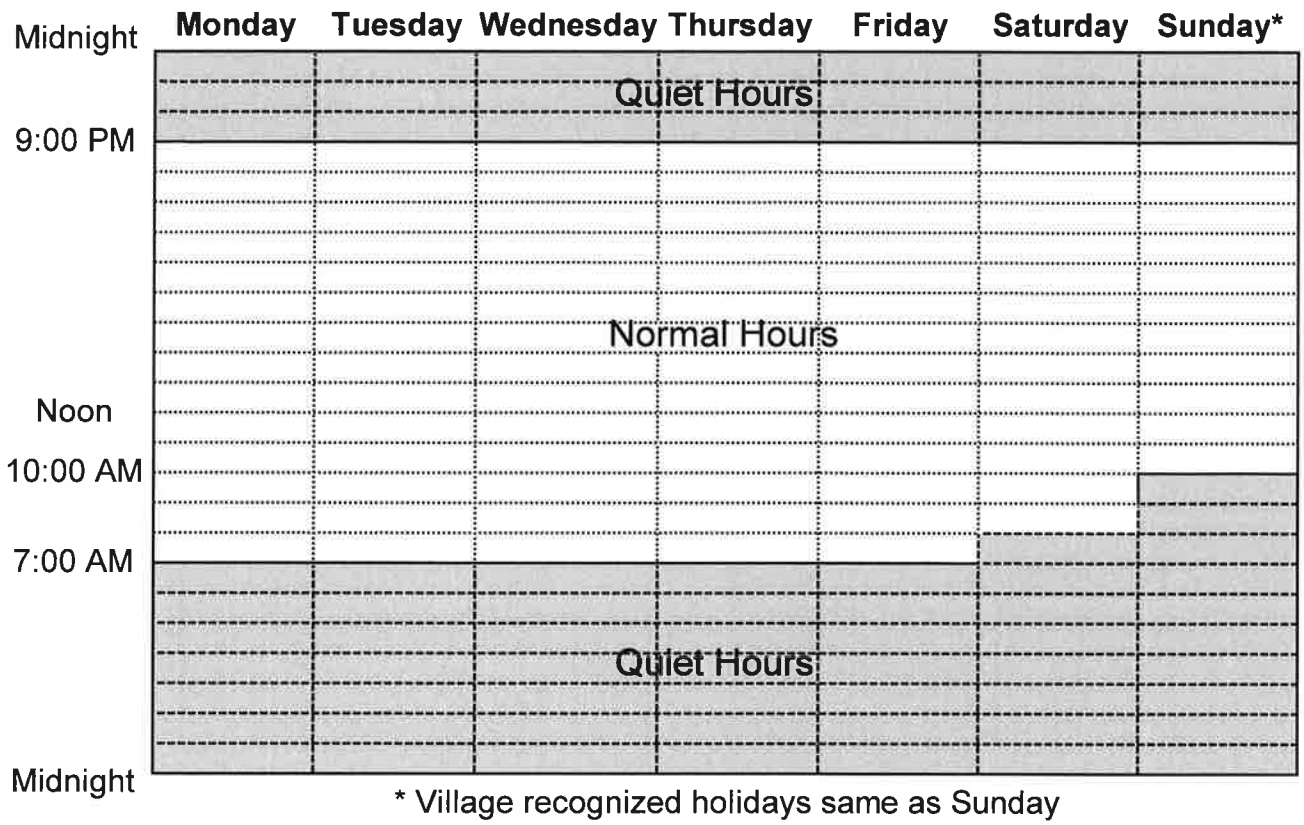
(i) The time of the day or night the sound occurs;

(j) The duration of the sound; and

(k) Whether the sound is recurrent, intermittent, or constant.

21.06 Noise Curfew.

"Normal Hours" are seven (7:00) AM to nine (9:00) PM Monday through Friday, and eight (8:00) AM to nine (9:00) PM Saturday and ten (10:00) AM to nine (9:00) PM Sunday and all Village recognized holidays. All other times are "Quiet Hours". The chart below shows the time periods graphically.



21.07 Additional Prohibitions.

No person or entity operating, having charge of, or otherwise using or controlling any vehicular or other mechanized equipment for the collection of rubbish, garbage, trash; or for general construction purposes; or musical vending vehicles may operate the same within the Village limits during "quiet hours." This section does not prohibit the operation of any of the aforementioned equipment when necessary under emergency conditions to prevent property damage, or destruction, or personal injury.

21.08 Exemptions.

Sound emanating from the following sources and activities are exempt from the provisions of this title:

(1) Sound sources associated with property use and maintenance during "normal hours".

(2) Emergency response vehicles and equipment, and aircraft.

(3) Safety, warning, and alarm devices including but not limited to: house and car alarms, and other warning devices that are designed to protect the health, safety and welfare. Railroad safety devices (e.g., train horns, train whistles, automated warning systems) used in emergencies or as required for the safe operation of rail traffic are also exempt.

(4) Village sponsored fireworks displays during the fourth of July holiday period.

(5) Maintenance of Village facilities, including but not limited to: parks, utilities, landscape corridors, the aquatic complex and other recreational facilities.

(6) Activities related to the non-routine maintenance and repair of public utility equipment, facilities, and property.

21.09 Applications for a Variance

A person may apply to the Village Administrator for a variance from sections 21.04, 21.05, 21.06, or 21.07 of this Chapter in order to accommodate special circumstances of limited duration or to alleviate an undue hardship on the part of the applicant or the community. In deciding to grant or deny a variance, the Village Administrator shall balance the purposes and standards of this Chapter against any special circumstance or undue hardship that may be cited by the applicant. For applications to accommodate special circumstances of limited duration, the Village Administrator may grant or deny the application; grant the application with reasonable conditions to minimize the impact of anticipated sound levels; or refer the application to the Board of Trustees. Applications to alleviate undue hardship will be considered by the Board of Trustees, which may grant or deny the application, or grant the application with reasonable conditions to minimize the impact of anticipated sound levels.

21.10 Enforcement.

This Chapter will be enforced in accordance with Chapter 24 of this Code.

This ordinance shall take effect upon passage and after posting, as required by law.

Adopted by the Board of Trustees of the Village of Shorewood Hills, Dane County, Wisconsin, this _____ day of _____, 2004.

APPROVED:

Peter Hans, Village President

ATTEST:

Jennifer W. Anderson, Village Clerk

July 9, 2015

Shorewood Hills Board of Trustees and Police Chief Pine

c/o Karl Franz – Administrator

810 Shorewood Blvd

Madison, WI 53705

Village Trustees and Chief Pine –

Following this letter you will find a petition regarding a formal request for noise abatement action at the UW Hospital and UW complex that borders the eastern edge of our Village. The petition was signed by 27 households on University Bay Dr, Cornell Ct and Harvard Dr:

University Bay Dr:	918, 919, 921, 923, 925, 927, 928, 933, 935, 938, 939, 959, 1001, 1006
Cornell Ct:	902, 909, 910, 914, 917, 918, 922, 923, 927, 930, 933
Harvard Dr:	2708, 2714

We respectfully request formal proceedings by the Board and Police Department to address the concerns outlined in the petition. We believe this recent increased noise is a public health, quality-of-life and, ultimately, a legal issue.

Many of us have worked individually on this issue but have yet to yield meaningful results. The issue has become serious enough to deserve an escalated united-front from those adversely affected. Without hyperbole, there is true pain-and-suffering occurring because of this increased noise.

We look forward to working with the UW, the UW Hospitals, the Village Board and the Village Police Department in the coming weeks.

Respectfully-

David DeVito on behalf of the petition signatories

Noise Abatement Petition

To: Shorewood Hills Board of Trustees, Village Administrator, Village President and representatives from the University of Wisconsin

We the undersigned respectfully petition for a noise pollution abatement plan for the noise emanating from the UW Hospital complex, the WIMR complex, the Waisman Center and the Children's Hospital.

- Temporary (though years-long) construction-specific noise has largely abated, however on-going industrial, mechanical, facilities noise has increased post-construction and remained. Specifically, a loud 'din' or 'cacophony' of mechanical noise has meaningfully reduced quality-of-life for neighboring residents. The current level of mechanical noise, in aggregate, is unacceptable and damaging. We believe much of the noise emanates from the new mechanicals atop of the new WIMR building.

- We have made several individual attempts to remedy the increased noise pollution but these attempts have failed to abate the overall noise levels to proper residential levels. Thus, we are asking, as a group, for a holistic review of mechanical noise pollution coming from the UW hospital complex, Children's Hospital, Waisman Center and the new WIMR buildings.

- We understand that some level of noise is inseparable from living close to such a large industrial complex and will accept a level of noise commensurate with a residential area near such a complex. However, the overall noise levels have significantly and incrementally increased to unacceptable levels over the past few years as new buildings have been constructed.

- Shorewood Hills has encountered noise pollution issues in its history and has a strict noise ordinance in place. In addition to good-neighbor collaboration between residents, the Village and UW on this pressing noise problem, we ask that this ordinance be upheld as well. This includes, if necessary, professional measurement of noise levels, professional research into abatement and, if necessary, enforcement actions.

Respectfully, the undersigned petitioners,

SIGNATURE	PRINTED NAME	STREET ADDRESS	DATE
Maxine Palmer	Maxine Palmer	939 UBD 959 UBD	6/22/15 6/22/15
Santhia Brandt		933 Cornell Ct	6/22/15
Charles Palit Dawn Palit	CHARLES PALIT DAWN PALIT	933 Cornell Ct.	
Gaylene Gondotti Bennett Harold Bennett	Gaylene Gondotti Bennett Harold Bennett	928 UBD "	7/3/15 7/3/15
Terrance Andrews	Terrance Andrews	921 UBD	7/4/15
Karla KNOMER		1006 UBD	7/4/15
Andrew Alexander	Andrew Alexander	1006 UBD	7/4/15
Pamela S. Paulu	Pamela S. Paulu	922 Cornell Ct.	7/5/15
Cynthia J. Tanner	Cynthia J. Tanner	922 Cornell Ct	7/5/15
Nandita Geerdink	Nandita Geerdink	1001 University Bay Dr.	7/7/15
	Jochem Geerdink	1001 U Bay Dr	7/7/15

	David McEvoy	927 UBD	7/7/15
	WALTER G. WARTOLEC	927 Cornell Ct	07 JULY 2015
	MARIE A. WARTOLEC	927 Cornell Ct	7/7/15
	ARUN YETHIRAJ	917 CORNELL COURT	7/7/15
	Anne Bilder	909 Cornell	7/7/15
	Stacy Cohen	910 Cornell	7/7/15
	Nancy Keller	914 Cornell	7/7/15
	Gabrielle Waclawik	918 cornell	7/7/15
	Ben Austin	918 Cornell	7/7/15

	CHERI CARBON	2714 Harvard Drive 53705	7/8/15
	KIRA HICKS	930 CORNELL CT MADISON, WI 53705	7/8/15
	Maxfield Flynn	930 Cornell CT. Madison, WI 53705	7/8/15
	J. K. AL-ABDULLAH	2708 HARVARD DR MADISON-WI 53705	7/8/15
	Joe Wichitchu	938 University Bay Drive	7/8/15
	Naiporn Wichitchu	938 University Bay Dr.	7/8/15
	Rich Bolton	923 Univ. Bay Dr.	7/8/15
	Sandra Tarver	923 Univ. Bay Dr.	7/8/15
	Deniz/Kemal Kurpat	925 Univ Bay Dr	7/8/15

Allan Shands	919 U. BAY DR	ALLAN SHANDS	7/8/15
Jill B Payrot	918 U Bay Dr	Jill Payrot	7/8/15
via Email	902 Cornell	Knight	
via email	923 Cornell	Perkins	

Gmail by Google

Karl Frantz <kfrantz@shorewood-hills.org>

VoSH Noise Study - Update

1 message

BROWN, Gary <GBROWN@fpm.wisc.edu> Wed, Jul 15, 2015 at 11:00 AM
To: "Karl Frantz (kpfrantz@Shorewood-hills.org)" <kpfrantz@shorewood-hills.org>
Cc: "HEASLETT, Peter" <PHEASLETT@fpm.wisc.edu>, "ELVEY, Bill" <belvey@fpm.wisc.edu>

Hi, Karl... quick update on the west campus noise study. As noted, we are awaiting a proposal from a third-party engineering firm and hope to have that this week. Based on the approval time for that proposal through DOA, the consultant may be able to do the study in late July. If we can't get the proposal approved and funding identified quickly in the next week, it will have to be late August based on their available schedule for other committed projects.

I'll let you know once we have them under contract. We'll need to define specific locations for the sound readings once we get started. We obviously won't be able to do readings at every person's house that signed the petition and will need to focus it down to key locations in the village and on campus.

The study will be multi-spectral and be completed during the workday, late PM and early AM for comparison purposes both in the residential areas and at the sound sources. Many of the units dial back during off-peak times so there should be a difference in sound levels in the late evening and early morning hours.

Let me know if you think the village is going to do their own noise study to confirm our readings and/or do additional readings in the neighborhood to affirm problem areas and how the sound changes as it goes up topographically in the village.
Thanks,

Gary

Gary A. Brown, PLA, FASLA
Director, Campus Planning & Landscape Architecture
Director, Lakeshore Nature Preserve

University of Wisconsin-Madison
Facilities Planning & Management
610 Walnut Street Suite 919, Madison, WI 53726
Phone: 608-263-3023 Cell: 608-334-2417
gbrown@fpm.wisc.edu

Providing excellence in facilities and services for our university community.

Gmail by Google

Karl Frantz <kfrantz@shorewood-hills.org>

RE: Noise Abatement Petition

1 message

BROWN, Gary <GBROWN@fpm.wisc.edu> Tue, Jul 14, 2015 at 4:22 PM
To: Karl Frantz <kfrantz@shorewood-hills.org>, "HOWICK, ANDREW R" <AHOWICK@uwhealth.org>
Cc: "HEASLETT, Peter" <PHEASLETT@fpm.wisc.edu>, "ELVEY, Bill" <belvey@fpm.wisc.edu>, "Everett Mitchell (edmitchell@wisc.edu)" <edmitchell@wisc.edu>, "Hoslet, Chales" <cbhoslet@wisc.edu>

Thanks, Karl. I assume you also passed along my status report to David DeVito and Gaylene Bennett who have formally led this discussion for the residents, correct?

At this point, I'm not sure what else we can do. An acoustician is being hired to study specifically the WIMR complex to confirm the HVAC system is operating appropriately and that it was designed to minimize noise impacts in the village. We'll need to see how we can expand that study to include the entire west campus.

Are you planning on doing your own third party noise study to confirm that we are out of compliance with the village noise ordinance? It almost suggest this in the petition but I wasn't sure if that was the case or not. It might make some sense so that we know for sure the source of the issue and how it could be addressed.

I hope the village board understands this will take some time and that the residents on the petition are not going to see an immediate change. We are cooperatively working on the issue as best possible and as soon as we can track down the source(s) of the noise and make some recommendations, it will then take some time to determine a fix or mitigation plan and then get it implemented.

Please keep me informed of any village board meetings or discussions on the topic. I want to be present at the meeting(s) to assure everyone we are working on the issue.

Thanks,

Gary

==========

Gary A. Brown, PLA, FASLA

Gmail by Google

Karl Frantz <kfrantz@shorewood-hills.org>

Assessor Information

2 messages

Jim Danielson <JimD@accurateassessor.com> Tue, Jul 14, 2015 at 10:14 PM
To: "ALBRECHT (ALBRECHT@shorewood-hills.org)" <ALBRECHT@shorewood-hills.org>, "Karl Frantz (kfrantz@shorewood-hills.org)" <kfrantz@shorewood-hills.org>

Hi Cokie and Karl - We value your business with Accurate Appraisal and want to keep you in the loop of what is going on with our company. To that end, we want to let you know that, with our full cooperation, the Department of Revenue has concluded an investigation into our practice.

This investigation stems from a complaint filed by our competitor in Germantown. While the scope of the investigation centered on uniformity and lowering assessments in a non-revaluation year, ultimately the Department of Revenue concluded that our practices, and particularly our work with Germantown, will be used as an example to the industry as a whole. It is commonly acknowledged that from an industry standpoint there is a lot of work to be done to standardize what's in the manual and what's in the law. We can assure you that our practices are not out of line with others in the industry and we have been working diligently to continually improve our practices over the past few years with frequent training.

Because I have been the statutory assessor for the work in question, I am taking the responsibility for this investigation personally and professionally. In order to put this matter behind us rather than continuing to fight it with valuable time, resources and money for years ahead, I agreed to a temporary voluntary license relinquishment. This will include training as prescribed by the DOR and ongoing review of our assessment practices.

While my license will temporarily be voluntarily relinquished, this will not hold us back from continuing in the great work we do for you as our client. If there are any needed changes in my work with you directly during the timeframe from November through April, 2016, I will let you know immediately.

We anticipate that there will be an article in the *Milwaukee Journal Sentinel* regarding this situation, and if you have any questions about this matter please feel free to contact us directly. As always, relationships are our number one priority, and we will answer all of your questions to the best of our ability.

We appreciate your support as we move forward and continue to make our business the best it can be.

Thank you.

State of Wisconsin • DEPARTMENT OF REVENUE

DIVISION OF STATE AND LOCAL FINANCE • OFFICE OF TECHNICAL & ASSESSMENT SERVICES • 2135 RIMROCK RD MADISON, WI 53713

Mailing Address:
PO Box 8971 #6-97
Madison WI 53708-8971
Phone: (608) 266-2149
Fax: (608) 264-6897
otas@revenue.wi.gov

July 14, 2015

Dear Municipal Official:

The Wisconsin Department of Revenue (DOR) is informing you that your assessor, James Danielson of Accurate Appraisal, LLC, will not be certified as an assessor for a minimum of six months effective November 1, 2015.

DOR completed a review of Mr. Danielson's assessment practices in response to a *Petition for Revocation of Assessor Certification* filed by a property owner from another municipality. We provided Mr. Danielson with direction on how to correct practices for the 2014 assessment. During the early months of 2015, we reviewed Mr. Danielson's 2014 assessment practices. Mr. Danielson did not correct his practices.

Certification Relinquishment
Effective on November 1, 2015 James Danielson will relinquish his State of Wisconsin Assessor Certification for a minimum of six months. During this period of relinquishment, Mr. Danielson will not be able to perform assessment work in the State of Wisconsin.

Certification Reinstatement
Mr. Danielson will be eligible to request reinstatement of his assessor certification after May 1, 2016. DOR will grant reinstatement of Mr. Danielson's certification if Mr. Danielson completes the following:

1. Provide DOR with information for municipalities Accurate Appraisal, LLC assesses to determine compliance with state law and the Wisconsin Property Assessment Manual (WPAM)
2. Attend training specified by DOR
3. Implement measures and practices to ensure Accurate Appraisal, LLC training and processes are consistent and in agreement with state law and the WPAM
4. Inform staff of an assessor's annual requirements, including on-site classification reviews

Municipal Assessor
Assessment work occurs throughout the year. If you choose to maintain Accurate Appraisal LLC as your assessor during the period of Mr. Danielson's relinquishment then Accurate Appraisal LLC must assign a new certified individual for your municipality.

Feel free to contact us with any questions.

Sincerely,

S. Shields

Scott R. Shields, Director
Technical and Assessment Services

cc: Claude Lois, Administrator, Division of State and Local Finance
Tonya Buchner, Director, Equalization Bureau

Karl Frantz <kfrantz@shorewood-hills.org>

RE: Assessor Information

1 message

Amie Trupke <ATrupke@staffordlaw.com> Thu, Jul 16, 2015 at 2:24 PM
To: Karl Frantz <kfrantz@shorewood-hills.org>
Cc: Matthew Dregne <MDREGNE@staffordlaw.com>, Cokie Albrecht <albrecht@shorewood-hills.org>

Hello Karl and Cokie,

Thanks for sending this to me. This is a tough situation. I am somewhat familiar with the allegations made against Jim. It is hard because Jim basically followed the law as set forth by case law, but contrary to what the Department of Revenue (DOR) says the policy should be. Case law says that the best evidence of value is the sale of the subject property – regardless of whether the sale took place in a revaluation year or not. The DOR takes the position that changing the assessment for a property that sold in a non-revaluation year violates uniformity. That is not the law that courts apply in litigation.

So, I do not think that Jim technically did anything wrong legally. The DOR policy is impossible to follow if there is litigation. Is it true that his company services a lot of cities, villages and towns? Yes. Is it true that his fees are pretty low? Yes. Might there be criticism in litigation regarding the fact of Jim's license relinquishment? Possibly yes. Is any assessor perfect? No.

I think the Village needs to consider what your experience has been with Jim and decide whether to continue with Accurate. If you want to discuss this further, please do not hesitate to contact me.

Amie

STAFFORD ROSENBAUM LLP

Amie B. Trupke
atrupke@staffordlaw.com | 608.259.2672 | Fax. 608.259.2600 |

222 West Washington Avenue, Suite 900

P.O. Box 1784 | Madison, Wisconsin 53701-1784

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MFD Call Activity 2015 Q1 (January 1-March 31)

Fire	EMS	Incident No.	Incident Date/Time	Incident Location	Incident Type	Unit(s) Assigned
1		15-000557	1/1/2015 1:26:47PM	2716 MARSHALL CT Shorewood Hills 53705	False alarm or false call, other	E9
1		15-000579	1/1/2015 1:50:59PM	2716 MARSHALL CT Shorewood Hills 53705	False alarm or false call, other	E9
1		15-000814	1/1/2015 7:05:24PM	2716 MARSHALL CT Shorewood Hills 53705	False alarm or false call, other	E9
	1	15-002551	1/3/2015 11:59:42AM	3424 CRESTWOOD DR Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9
1		15-002753	1/3/2015 4:19:42PM	3700 UNIVERSITY AVE Shorewood Hills 53705	Dispatched and cancelled en route	M9,E9,M2
	1	15-006662	1/7/2015 9:44:47AM	809 MAPLE TER Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M64R,E4
1		15-009455	1/9/2015 2:25:00PM	2880 UNIVERSITY AVE Shorewood Hills 53705	Smoke or odor removal	E9
	1	15-012223	1/12/2015 9:54:03AM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M8,E9
1		15-014636	1/14/2015 1:11:42PM	3416 University AVE Shorewood Hills 53705	Smoke detector activation, no fire – unintentional	E9
1		15-015828	1/15/2015 2:24:15PM	3306 LAKE MENDOTA DR Shorewood Hills 53705	Service Call, other	E9
	1	15-019989	1/19/2015 12:48:31PM	2922 HARVARD DR Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E9,M2
	1	15-024595	1/23/2015 1:35:15PM	3416 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9
1		15-026969	1/25/2015 5:46:47PM	2716 MARSHALL CT Shorewood Hills 53705	Smoke scare, odor of smoke	E9,E9
1		15-027416	1/26/2015 8:29:09AM	2840 UNIVERSITY AVE Shorewood Hills 53705	Smoke detector activation, no fire – unintentional	E9
	1	15-028789	1/27/2015 11:43:24AM	2909 OXFORD RD Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9
	1	15-028964	1/27/2015 2:39:57PM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9
	1	15-033081	1/30/2015 9:59:23PM	3300 LAKE MENDOTA DR Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9
	1	15-033578	1/31/2015 1:04:15PM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9
	1	15-035830	2/2/2015 1:20:57PM	906 CORNELL CT Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M1,E4,M8
1		15-036904	2/3/2015 12:05:20PM	2840 UNIVERSITY AVE Shorewood Hills 53705	Smoke scare, odor of smoke	E9,E9
1		15-038212	2/4/2015 12:16:22PM	3230 UNIVERSITY AVE Shorewood Hills 53705	Smoke detector activation, no fire – unintentional	E9
	1	15-039432	2/5/2015 1:08:42PM	3650 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E9,M9,E9
	1	15-044277	2/9/2015 6:07:32PM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M6,E9
1		15-044565	2/10/2015 12:30:12AM	4610 UNIVERSITY AVE Shorewood Hills 53705	False alarm or false call, other	E9
	1	15-046468	2/11/2015 6:24:05PM	3325 TALLY HO LN Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9
	1	15-046770	2/12/2015 8:25:22AM	901 CORNELL CT Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9
	1	15-046926	2/12/2015 2:44:12AM	1105 SHOREWOOD BLVD Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E9,M9
	1	15-047221	2/12/2015 1:34:49PM	3580 LAKE MENDOTA DR Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9
1		15-047958	2/13/2015 4:35:34AM	3416 UNIVERSITY AVE Shorewood Hills 53705	Smoke detector activation, no fire – unintentional	E9
	1	15-048443	2/13/2015 1:28:24PM	3500 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9
	1	15-048574	2/13/2015 3:09:33PM	810 MAPLE TER Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9,M2
1		15-049811	2/14/2015 3:46:24PM	901 CORNELL CT Shorewood Hills 53705	Unintentional transmission of alarm, other	M10,E9
	1	15-050501	2/15/2015 10:09:28AM	900 UNIVERSITY BAY DR Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9
1		15-052254	2/17/2015 3:33:34AM	2716 MARSHALL CT Shorewood Hills 53705	Smoke detector activation, no fire – unintentional	E9
1	1	15-052505	2/17/2015 10:02:57AM	University Ave / University Bay DR Shorewood Hills 53705	Motor vehicle accident with no injuries	M10,E4,L1,M9
1		15-053496	2/18/2015 6:11:42AM	2716 MARSHALL CT Shorewood Hills 53705	Smoke detector activation, no fire – unintentional	E9
1		15-053551	2/18/2015 7:38:09AM	2716 MARSHALL CT Shorewood Hills 53705	Smoke detector activation, no fire – unintentional	E9
1		15-055125	2/19/2015 3:57:33PM	2716 MARSHALL CT Shorewood Hills 53705	Alarm system sounded due to malfunction	E9,E9
	1	15-056085	2/20/2015 1:40:29PM	900 UNIVERSITY BAY DR Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M5,E9,M9
	1	15-059365	2/23/2015 4:48:31PM	810 MAPLE TER Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9,E9
	1	15-063316	2/27/2015 5:34:37AM	910 CORNELL CT Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9
	1	15-064399	2/27/2015 11:51:43PM	3211 TOPPING RD Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9
	1	15-064770	2/28/2015 10:30:27AM	810 MAPLE TER Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M2,E9,E9
	1	15-069551	3/4/2015 4:55:35PM	1675 HIGHLAND AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E9,M7
	1	15-072157	3/6/2015 11:43:51PM	1227 DARTMOUTH RD Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M2,E9
	1	15-072450	3/7/2015 9:54:34AM	2922 HARVARD DR Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9
1		15-072847	3/7/2015 5:04:19PM	1220 DARTMOUTH RD Shorewood Hills 53705	Water problem, other	E9
1		15-072963	3/7/2015 6:43:34PM	3224 TALLY HO LN Shorewood Hills 53705	Gas leak (natural gas or LPG)	E9
	1	15-073345	3/8/2015 8:53:23AM	2870 Marshall CT Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E4
	1	15-073442	3/8/2015 10:42:52AM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9
	1	15-074651	3/9/2015 3:04:20PM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E4,M9
	1	15-074828	3/9/2015 5:55:58PM	841 MAPLE TER Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	L1,S8,M6,E9,E9,C31
1		15-076632	3/11/2015 11:54:02AM	1675 HIGHLAND AVE Shorewood Hills 53705	False alarm or false call, other	E1,M7,E9,E4,M9,C31,E9,L2,L1
1		15-078041	3/12/2015 4:16:07PM	901 CORNELL CT Shorewood Hills 53705	Dispatched and cancelled en route	M8,E12
1		15-078210	3/12/2015 6:31:40PM	918 SWARTHMORE CT Shorewood Hills 53705	Smoke scare, odor of smoke	E9
1		15-078248	3/12/2015 7:12:23PM	Topping Rd / Highbury RD Shorewood Hills 53705	No incident found on arrival at dispatch address	E9
	1	15-083064	3/16/2015 10:46:56PM	4200 University AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M64R,M9,E9
	1	15-083486	3/17/2015 11:03:34AM	3424 CRESTWOOD DR Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9
	1	15-083672	3/17/2015 1:36:29PM	3424 CRESTWOOD DR Shorewood Hills 53705	Emergency medical service, other	M10,E9
1		15-084942	3/18/2015 12:56:15PM	3230 University AVE Shorewood Hills 53705	Smoke scare, odor of smoke	E9,E9
	1	15-091401	3/23/2015 11:56:51PM	2913 COLUMBIA RD Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9
	1	15-091705	3/24/2015 10:09:29AM	4500 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M2,E4
	1	15-094596	3/26/2015 7:52:24PM	2715 Marshall CT Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E10
	1	15-095520	3/27/2015 4:23:06PM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M2
	1	15-095756	3/27/2015 8:05:42PM	3606 BLACKHAWK DR Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E9,M9,E9

MFD Call Activity 2015 Q1 (January 1-March 31)

1		15-096094	3/28/2015 6:05:59AM	3606 BLACKHAWK DR Shorewood Hills 53705	Alarm system sounded due to malfunction	E9,E9
	1	15-096269	3/28/2015 10:50:19AM	3533 TOPPING RD Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9
	1	15-097962	3/29/2015 11:44:27PM	4200 University AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M2,E9,E9
	1	15-098200	3/30/2015 9:21:30AM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M1,E9
1		15-098256	3/30/2015 10:16:29AM	3323 LAKE MENDOTA DR Shorewood Hills 53705	Power line down	E9
28	**43**					

Total calls this quarter = 70 (Note: some calls listed as both Fire & EMS Response)

Calls to Apartment Buildings:

Arbor Crossing = 1 EMS Response
The Lodge = 2 EMS Responses

MFD Call Activity 2015 Q2 (April 1-June 30)

Fire	EMS	Incident No.	Incident Date/Time	Incident Location	Incident Type	Unit(s) Assigned
	1	15-102376	4/2/2015 5:19:53PM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M8,E9
	1	15-103180	4/3/2015 11:24:46AM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9
1	1	15-105462	4/5/2015 1:05:19PM	University Ave / Shorewood BLVD Shorewood Hills 53705	Motor vehicle accident with no injuries	C31,L1,M9,E9
	1	15-107306	4/7/2015 1:49:54AM	2715 Marshall CT Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E4
	1	15-115663	4/14/2015 2:47:42AM	919 UNIVERSITY BAY DR Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9
1	1	15-116445	4/14/2015 5:00:10PM	University Ave / University Ba DR Shorewood Hills 53705	Vehicle accident, general cleanup	M9,E9
	1	15-118860	4/16/2015 3:16:04PM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E4
	1	15-125857	4/22/2015 9:46:18AM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E9,M9
	1	15-126505	4/22/2015 7:01:19PM	3443 EDGEHILL PKWY Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E4,M9
	1	15-128368	4/24/2015 11:42:17AM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9
	1	15-129121	4/24/2015 10:23:50PM	1675 HIGHLAND AVE Shorewood Hills 53705	No incident found on arrival at dispatch address	M9
	1	15-131598	4/27/2015 6:49:30AM	1223 WELLESLEY RD Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9
	1	15-138576	5/2/2015 2:47:55PM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M63R
	1	15-139366	5/3/2015 1:55:46AM	826 MAPLE TER Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9,E9
1		15-140728	5/4/2015 9:50:05AM	2840 UNIVERSITY AVE Shorewood Hills 53705	False alarm or false call, other	E4
	1	15-140789	5/4/2015 10:59:01AM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9
	1	15-149028	5/11/2015 6:23:34AM	829 MAPLE TER Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E9,M9
1		15-150426	5/12/2015 11:01:36AM	3650 UNIVERSITY AVE Shorewood Hills 53705	Electrical wiring/equipment problem, other	E1,E4,E9,M9,C31,L2,L1
1	1	15-151806	5/13/2015 3:18:01PM	University Ave / Ridge ST Shorewood Hills 53705	Motor vehicle accident with injuries	M2
1	1	15-152987	5/14/2015 3:45:19PM	901 CORNELL CT Shorewood Hills 53705	Service Call, other	M9,E9
	1	15-155270	5/16/2015 10:36:54AM	3252 University AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E4
	1	15-156483	5/17/2015 6:32:54AM	1122 SHOREWOOD BLVD Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E9,M9
	1	15-158283	5/18/2015 4:28:45PM	2755 COLGATE RD Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E9,M2
1		15-160218	5/20/2015 11:02:17AM	3650 UNIVERSITY AVE Shorewood Hills 53705	Smoke detector activation due to malfunction	E9,E9
1		15-160283	5/20/2015 11:45:44AM	3700 UNIVERSITY AVE Shorewood Hills 53705	Lock-out	E9,E9
		15-166433	5/25/2015 12:36:20PM	3650 UNIVERSITY AVE Shorewood Hills 53705	Smoke detector activation due to malfunction	E9
1		15-166444	5/25/2015 12:43:48PM	1520 WOOD LN Shorewood Hills 53705	Public service assistance, other	E9
1		15-169707	5/27/2015 9:23:24PM	2880 UNIVERSITY AVE Shorewood Hills 53705	False alarm or false call, other	E9
1		15-173381	5/30/2015 3:45:19PM	UNIVERSITY BAY DR Shorewood Hills 53705	Dispatched and cancelled en route	M9,E9
	1	15-175383	6/1/2015 11:47:42AM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9
	1	15-180987	6/5/2015 1:51:18PM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E9,M9
	1	15-186085	6/9/2015 3:27:04PM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	NM7
1		15-189841	6/12/2015 1:30:41PM	3602 BLACKHAWK DR Shorewood Hills 53705	Combustible/flammable gas/liquid condition, other	E9
1		15-193096	6/15/2015 5:16:46AM	1242 Dartmouth RD Shorewood Hills 53705	Carbon monoxide incident	E4
	1	15-194714	6/16/2015 12:36:29PM	3529 TOPPING RD Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E4
1	1	15-197831	6/18/2015 6:25:54PM	Franklin Ave / University AVE Shorewood Hills 53705	Motor vehicle/pedestrian accident (MV Ped)	M9,E9
	1	15-198356	6/19/2015 3:21:23AM	3223 TOPPING RD Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E9,M9
	1	15-199379	6/19/2015 8:50:44PM	2935 HARVARD DR Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	NM7,E9
	1	15-207548	6/26/2015 7:34:31AM	3416 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9
1		15-208419	6/26/2015 8:37:40PM	900 UNIVERSITY BAY DR Shorewood Hills 53705	Smoke detector activation, no fire – unintentional	E4,L1
1		15-209766	6/27/2015 9:08:16PM	915 SHOREWOOD BLVD Shorewood Hills 53705	Smoke or odor removal	E9
1		15-210201	6/28/2015 2:22:50AM	3330 UNIVERSITY AVE Shorewood Hills 53705	Alarm system sounded due to malfunction	E9
	1	15-210459	6/28/2015 11:25:14AM	901 SWARTHMORE CT Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E4
	1	15-211529	6/29/2015 10:10:28AM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M8,E4
	1	15-211604	6/29/2015 11:02:26AM	926 CORNELL CT Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M8,E9
	1	15-212810	6/30/2015 8:49:30AM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9
17	**33**					

Total calls this quarter = 46 (Note: some calls listed as both Fire & EMS Response)

Calls to Apartment Buildings:

Arbor Crossing = 1 EMS Response
The Lodge = 0 Responses

Recreation Committee Minutes
Village of Shorewood Hills
Wednesday, June 10, 2015

1. **Called to Order at 7:25 p.m.:** Trustee Anne Readel called the meeting to order at 7:25 pm.

    a. **Roll Call**: Committee Members Present: Chair/Village Trustee Anne Readel, Janet McClain, Andy Alexander, Santhia Brandt, Lori DiPrete Brown

    b. **Others Present**: Village Deputy Clerk Karla Enders

2. **Meeting Notice**: K. Enders confirmed that the meeting had been properly posed in compliance with open meeting laws.

3. **Approval of Prior Meeting Minutes**: The Committee removed draft minutes from the February 11, 2015 Recreation Committee meeting but indicated they had already been approved.

4. **Discussion of Parent Volunteers for Four Corners and Land Recreation Programs**: the Committee noted that it has become increasingly difficult to attract parent volunteers for the Four Corners and Land Recreation programs. The Committee discussed potential solutions for attracting parent volunteers. The Committee noted that moving forward, it will be important for the Village to facilitate and update a binder with instructions for parent volunteers.

    a. **Fee Waiver:** The Committee discussed the possibility of offering a fee waiver for a child of parent volunteers. It was noted that a fee waiver could help attract parent volunteers but that it would be important to ensure that a fee waiver did not unduly burden program participants. The Committee noted that a fee waiver policy could be beneficial to not only the Four Corners and Land Recreation Programs, but other programs that were struggling to attract volunteers. The Committee did not want to invest time on developing a proposed fee waiver policy unless the Board was supportive. **Motion for permission from the Board of Trustees for the Recreation Committee to develop a policy to provide a fee waiver for volunteers. The specifics would be developed with consultation with volunteers and limited in scope to not unduly burden paying program participants.** L. DiPrete Brown moved; A. Readel seconded the motion. **Motion passed unanimously**.

    b. Hiring Process: The Committee discussed difficulties with the current hiring process this year. Many individuals had already accepted other employment offers by the time the programs were able to make an employment offer. The Committee discussed possibilities for streamlining the hiring process, including the possibility that Committees could extend offers of employment without Board approval. **Motion that if there are no legal impediments, the Recreation**

Committee would like to reassign authority for the hiring of recreational program emplolyees to the Recreation Committee and not the Board. L. DiPrete Brown moved; J. McClain seconded the motion. **Motion passed unanimously.**

5. **Discussion of Community Uses for Fire Station:** The Committee noted that discussions have been ongoing for potential community uses for the Fire Station. The space may be useful for recreation programs, such as Land Recreation and Four Corners, in the event of inclement weather. S. Brandt proposed that part of the space be used for a library. She noted that a number of individuals were interested in having a library in Shorewood Hills and that it was not possible in the Village Hall. However, it was noted that someone would need to keep hours as Village buildings have experienced vandalism in the past.

6. **Identification of Future Agenda Items:**

    a. Additional recreation programs for all ages
    b. Uses for Village community spaces
    c. Heiden House use policy
    d. Document template for new program proposals
    e. Tennis court reservation system

7. **Adjourned at 8:45 p.m.**

Village of Shorewood Hills
Personnel Committee
Approved Meeting Minutes
Tuesday, April 14, 2015 7:00 a.m.

1. **Call to Order** Committee Chairperson John Imes called the meeting to order at 7:06 a.m. Present were Mr. Imes and Committee members Erica Moeser, Mary Gulbrandsen and David Vitse. Paula Hogan and Jim Schneider were excused. Village Administrator Karl Frantz, Department of Public Works (DPW) Chief John Mitmoen, Police Chief Denny Pine, Forester Corey George and Village Clerk Cokie Albrecht were also in attendance.
a. Note compliance with open meeting law Mr. Frantz confirmed the meeting had been properly posted and noticed.

2. **Approve previous meeting minutes** Ms. Moeser moved and Ms. Gulbrandsen seconded a motion to approve the Open Session minutes of the March 11, 2015 Personnel Committee meeting with the correction of the spelling of Mr. Vitse's name. Motion passed unanimously. At the Committee's request, the Closed Session minutes will be revised and considered at the next Personnel meeting.

3. **Consider recommendation on hire of part time police officer** Chief Pine said that Mike Ash, recommended for hiring as a part time police office at the Personnel meeting of March 11, 2015, will not be able to accept the position. Instead, Chief Pine would like to hire former Shorewood Hills police officer, Jeff Beck, as a part time officer. Ms. Moeser moved and Mr. Vitse seconded a motion to recommend that the Board of Trustees approve the hiring of Jeff Beck as a part time police officer. Motion passed unanimously.

4. **Consider hire of seasonal part time employees for Land Recreation, Four Corners, Pool, Forestry and Public Works**
Ms. Gulbrandsen moved and Ms. Moeser seconded a motion to recommend that the Trustees approve the hiring of the seasonal DPW crew as detailed in Mr. Mitmoen's memo dated April 10, 2015. Motion passed unanimously.
Ms. Moeser moved and Ms. Gulbrandsen seconded a motion to recommend that the Trustees approve the hiring of the seasonal Forestry staff as detailed in Mr. George's memo dated April 13, 2015. Motion passed unanimously.
Ms. Moeser moved and Ms. Gulbrandsen seconded a motion to recommend that the Trustees approve the rehiring of Andy Eley as Community Service Officer for the 2015 summer season. Motion passed unanimously.
Ms. Gulbrandsen moved and Mr. Vitse seconded a motion to recommend that the Trustees approve the hiring of the 2015 Land Rec and Four Corners staffs at the titles and wages proposed by the program coordinators. Motion passed 3 – 0 – 1 with Mr. Imes recusing himself since his child is one of the proposed employees.
Ms. Moeser moved and Ms. Gulbrandsen seconded a motion to recommend that the Trustees approve the hiring of the Pool staff at the titles and wages proposed by the Pool Committee. Motion passed 3 – 0 – 1 with Mr. Imes recusing himself since his children are some of the proposed employees

5. **Future agenda items** No items were identified this morning.

6. **Adjourn** Meeting adjourned at 7:35 a.m.

Respectfully submitted,

Colleen Boyle Albrecht

Colleen Boyle Albrecht, Village Clerk

MINUTES FOR THE VILLAGE OF SHOREWOOD HILLS
Public Works Committee
Tuesday, May 11, 2015 – 6:30 P.M.
Village Hall, 810 Shorewood Boulevard

The meeting was called to order at 6:30 p.m.
Members present were Chair Mark Lederer, Felice Borisy Rudin, Jim Guither and Rick Chappel.
Village Engineer Brian Berquist, Crew Chief John Mitmoen and Karl Frantz ,Village Administrator
Compliance with the open meeting law was noted.

On site walk and discussion regarding street conditions on Sunset and Blackhawk Drive and possible actions relating to 2015 street improvement projects - Committee members and staff walked the Sunset Blackhawk loop with roughly ten area residents, Village Engineer Berquist led the walk and responded to various questions. The major concern was about Blackhawk and Sunset not being included in the project. Questions arose regarding various site specific road conditions and causes and solutions to problems. For the majority of the walk small groups of residents and committee members and staff held discussions

Reconvene at Village Hall -The meeting reconvened at Village Hall at about 7:30 p.m.

Possible continued discussion and possible actions regarding on site walk – A long discussion on was held regarding the 2015 streets resurfacing project and what streets were included and which were not and why. There was a long discussion on the amount that could be added to the current contract and a review of the state statutes. If the amount was based on the signed contract and bid amount the amount would be about $112,000. There was also discussion about eliminating planned improvements to the Topping Road/Edgehill intersection. That would add another $43,000 to be used elsewhere if deleted, but there was also concern about taking away something that might now be expected by residents including the stormwater improvements.

The Committee decided that the Village Engineer and Crew Chief should go through the process to reassess and rate all the Village streets now and develop cost estimates for resurfacing them. The Village Administrator will review financing alternatives, opportunities and constraints. The Committee will meet again on May 26 to review the up to date information and recommend any changes to the Board based on up to date costs, conditions and financial information

Discuss next steps in public participation process concerning new parking regulations and meeting on June 8 – There was nothing new to report.

The meeting was then adjourned.

Respectfully submitted
Karl Frantz, Village Administrator

MINUTES FOR THE VILLAGE OF SHOREWOOD HILLS
Public Works Committee
Tuesday, May 26, 2015 – 7:30 P.M.
Village Hall, 810 Shorewood Boulevard

The meeting was called to called to order at 7:30 p.m.
Roll call: Public Works Committee members present at the meeting were Chair Mark Lederer, Trustee Felice Borisy Rudin, Jim Guither and Chris Petykowski. Others present included, Brian Berquist, John Mitmoen, Karl Frantz, Trustee Anne Readel was also in attendance as well as residents Monica and Eric Lawson, Geoff and Claudia Werner, Kenneth Shapiro, Tim Rikkers and Phyllis Menee. All either living on Blackhawk or Sunset.

Compliance with the open meeting law was noted.

Discussion and possible recommendations regarding the 2015 street improvement project and possible revisions to project and scope of work including discussion possible actions on current /future projects, budgets and bidding - Chair Mark Lederer opened the meeting and set the process to be followed. He then introduced Village Engineer Brian Berquist who provided an overview of the project, its purpose and scope and reviewed three documents he provided to the Committee and public one at a time. The first was a list of projects in the original bid. The second showed a new rank order of streets performed by Brian and John last week that were not in the original bid in rank order of need and including cost estimates. The last was a colored map showing streets that are included in the 2015 bid and other streets reconstructed or resurfaced since 2004. The Committee discussed this and asked questions. They also discussed the 15 % limit that this years project could be increased by and element so of the project that could be deleted if the wanted to make more room to ad other streets Public was then invited to comment. In summary the comments all were focused around a request that Blackhawk and Sunset be included in the project this year and some but not all were okay if they knew they would be added next year. The project additions are estimated at $134,000.

Residents in the audience spoke in favor of adding Blackhawk and Sunset to the project list.

After discussion and by motion made and seconded committee the recommended unanimously that Topping Road, Shady Lane and Blackhawk Drive be added to the resurfacing project in 2015. The Committee noted they were able to accomplish this and stay within the 15%, $112,000 additional work contract cap through savings on a section of Edgehill Drive that does not need work and should be removed from the original project list. ($28,000)

The Committee also discussed possible additional work in ensuing years and considered a motion made by Felice Borisy- Rudin and seconded by Jim Guither informing the Board that the Committee would be considering additional work including resurfacing next year in an amount that could possibly reach $300,000. That motion failed on a vote of 2-2. Felice and Jim voted in favor and Mark and Chris voted no. Those in favor thought it would be a good idea to let the Board know now that adding work would likely be recommended with some idea of the outside parameters on cost. Those against felt that these matters would surface through the annual

processes of the committee evaluating streets and needed work in the fall and did not want to create an expectation now.

Funds for this could be derived from the current borrowing that includes future tax increment projects that are at least a year or more off.

The meeting was then adjourned.

Respectfully submitted,
Karl Frantz
Village Administrator

Village of Shorewood Hills
Potential Parking Configuration Changes
7/15/2015

****Resident with permits are allowed 24-hour parking on streets**
****Streets with no proposed change are not listed**

Parking side criteria used
Base assumption is that more parking is better
1. Where is more space available, either due to fewer driveways, narrower driveways, or more clustered driveways?
2. Are there any sight constraints due to curving streets (preference for being on outside of curve)?
3. Are mailboxes predominantly on one side? Can they be combined to be opposite parking?
4. Are there steep driveways on either side, potentially creating a problem in icy conditions (cars leaving driveways sliding into parked cars)?
5. Are steep grades (either cliffs or dropoffs) present that would make parking difficult?

Affected Streets	Potential Parking Location	Existing Width	Comments	Current condition	Approx. Lost Capacity
Streets with driveways that are narrower than 18 feet will NOT have parking					
High Close	none	11		2 hour, both sides	
Highbury Road (Tally Ho - Topping)	none	18		2 hour, both sides	
All other streets narrower than 28 feet will have parking on ONE SIDE ONLY					
Beloit Court	East side parking	25	No driveways on east, west driveways are steep, but far away	Permit, both sides	4
Blackhawk Drive (Sunset-BCC)	Odd side parking	22	Less drives on odd	2 hour, both sides	56
Circle Close	Odd side parking	19	Coin flip, odd side is outside of curve and has steep driveways	2 hour, both sides	17
Colgate Road	Even side parking	26	Less drives on even	Permit & 2 hour, both sides	34
Cornell Court	Even side parking	25	Less drives on even, even side has steep driveways	Permit, both sides	12
Crestwood Drive	Odd side parking	23	Drives are equal, but odd side has steep driveways	2 hour, both sides	42
Edgehill Drive (Wood-Edgehill Pkwy)	Even side parking	26	Residents are on even side	2 hour, both sides	20
Edgehill Drive (Edgehill Pkwy-Lake Mendota)	Odd side parking	26	Residents are on odd side	2 hour, both sides	
Highbury Road	West side parking	25	West side edge jogs in to accommodate tree	2 hour, both sides	5
Lake Mendota Drive (west end to 3545 LMD)	Odd side parking (south side)	27	Less drives on odd, some even side homes have offstreet parking	2 hour, both sides	114
Lake Mendota Drive (3545 LMD to 3525 LMD)	Even side parking (north side)	27	Less drives on odd, some even side homes have offstreet parking	2 hour, both sides	
Lake Mendota Drive (3525 LMD to east end)	Odd side parking (south side)	27	Less drives on odd, some even side homes have offstreet parking	2 hour, both sides	
Shorewood Blvd (Bowdoin-Edgehill)	Even side parking	25	Less drives on even	2 hour, both sides	18
Sunset Drive (Sumac-Blackhawk)	Even side parking	23	Less drives on even, also on outside of curve	2 hour, both sides	48
Sweetbriar Road	Even side parking	25	Less drives on even, even side has steep driveways	2 hour, both sides	22
Tally Ho Lane (West of Highbury)	Even side parking	26	Less drives on even, even side has steep driveways	2 hour, both sides	26
Topping Road (Edgehill-Highbury)	Even side parking	26	Less drives on even, also on outside of curve, even side has steep driveways	2 hour, both sides	28
Viburnum Drive	Even side parking	20	More clustered drives on even, also on outside of curve	2 hour, both sides	23
Wellesley Road	Even side parking	26	Less drives on even, even side has some steep drives	1 hour, both sides	36
Western Road	Even side parking	23	Big grade dropoff on odd side	2 hour, both sides	8
Wood Lane	Even side parking	24	Less drives on even	2 hour, both sides	26

Streets with time/day restrictions for 1-side parking would also be standardized to make the restrictions consistent regardless of time/day (Tally Ho Lane, Maple Terrace, Burbank Place others)
Tally Ho Lane
Maple Terrace
Burbank Place
Oxford Road