

**INTERGOVERNMENTAL AGREEMENT FOR
AN ADAPTIVE MANAGEMENT PLAN
FOR THE YAHARA WATERSHED**

WHEREAS, Wis. Stat. § 66.0301, entitled "Intergovernmental cooperation," provides that any municipality (defined as including but not limited to any state agency, city, village, town, county, sanitary district, metropolitan sewerage district or sewer utility district) may contract with other municipalities for the furnishing of services, and the joint exercise of any power or duty required or authorized by law;

WHEREAS, the U.S. Environmental Protection Agency (EPA) has approved Total Maximum Daily Loads for Total Phosphorus and Total Suspended Solids (TSS) in the Rock River Basin (the "Rock River TMDL" or "TMDL"), which includes the Yahara Watershed as shown on Exhibit A;

WHEREAS, municipalities who own Publicly Owned Treatment Works (POTWs) and/or Municipal Separate Storm Sewer Systems (MS4s) in the Yahara Watershed are required to meet surface water quality standards and/or not exceed wasteload allocations for phosphorus and TSS pursuant to the provisions of Wis. Admin Code § NR 217 and/or the Rock River TMDL;

WHEREAS, Wis. Admin Code § NR 217.18 allows sources holding a Wisconsin Pollutant Discharge Elimination System (WPDES) permit the option known as adaptive

management which involves developing an Adaptive Management Plan involving point and nonpoint sources to achieve water quality standards and TMDL allocations;

WHEREAS, Wis. Stat. § 283.13 (7) allows adaptive management to be used to address TMDL allocations for both phosphorus and TSS over four permit terms;

WHEREAS, in 2012 Madison Metropolitan Sewerage District (District) developed an adaptive management pilot project with other interested parties within the Yahara watershed as set forth in a Memorandum of Understanding for an Adaptive Management Pilot Project in the Yahara Watershed;

WHEREAS, on December 14, 2014, the District entered into a Memorandum of Understanding with the Wisconsin Department of Natural Resources (DNR) regarding the manner in which a full scale Adaptive Management Plan for the Yahara Watershed would be developed and evaluated;

WHEREAS, the District has committed to developing an Adaptive Management Plan to fulfill its phosphorus compliance obligations under its WPDES permit and fulfill the phosphorus TMDL obligations of other permittees;

WHEREAS, the undersigned municipalities within the Yahara Watershed, (Parties) wish to join together to jointly participate in the Adaptive Management Plan;

WHEREAS, the Parties desire to create an intergovernmental agreement and form a group known as "The Yahara Watershed Improvement Network (Yahara WINS) Group" or simply "the Group";

WHEREAS, the Parties desire to create a commission that will administer such participation, information gathering, projects and activities of the Group all as set forth in this Agreement;

WHEREAS, the Parties desire to implement this Agreement in a collaborative, cooperative, manner to advance the Adaptive Management Plan;

WHEREAS, the Parties to this Agreement anticipate that the Group will contract and work collaboratively with agricultural producers, non-governmental organizations, county agencies and other entities to advance the Adaptive Management Plan;

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to create this Intergovernmental Agreement for an Adaptive Management Plan for the Yahara Watershed (“Agreement”) as follows:

1. GOALS OF THE GROUP.

The Parties hereby agree to cooperate to exercise their municipal powers jointly for:

- a. Providing review and comments on the Adaptive Management Plan prepared by the District;
- b. Contracting with consultants, legal counsel, and other parties to further the development, implementation and evaluation of the Adaptive Management Plan;
- c. Coordinating or contracting with the DNR and other pertinent agencies, units of local government, and non-governmental organizations and entities to achieve the goals of the Adaptive Management Plan;
- d. Pooling resources in accordance with the provisions of cost allocations in Exhibit B to achieve the goals of the Adaptive Management Plan.
- e. Achieving compliance with WPDES permit requirements related to the Rock River TMDL.

2. MEMBERS OF THE GROUP

a. In General. The members of the Group (“Members”) created by this Agreement are the Wisconsin municipalities (defined as including but not limited to any state agency, city, village, town, county, sanitary district, metropolitan sewerage district or sewer utility district) who own Publicly Owned Treatment Works (POTWs) and/or Municipal Separate Storm Sewer Systems (MS4s) or municipalities who have land within areas served by the Adaptive Management Plan, and which have duly executed identical counterparts or copies of the Agreement pursuant to Section 3 (“Members” collectively and “Member” individually) on or before April 15, 2016.

b. Changes in Membership. Additional Wisconsin municipalities may become Members of the Group with the consent of a majority of the Members by becoming Parties to this Agreement on the condition that payments be made to cover their share of costs based on their phosphorus allocation for the years from the date of this Agreement to their membership date. Members may cease to be Members and Parties to this Agreement pursuant to Section 12.

c. Representative to the Group. All Group Members shall designate a representative and an alternate representative. A Member may remove or replace its representative to the Group at will, with or without cause, at any time. All designations of representatives, alternatives and replacements shall be made in writing, signed on behalf of the Member and delivered to the Secretary of the Executive Committee. Each Member’s representative shall have the authority to act on the Member’s behalf at meetings held under Section 5.

3. AUTHORITY OF MEMBERS TO PARTICIPATE.

a. This Agreement is entered into pursuant to authority granted under Wis. Stat. § 66.0301. Each municipality identified in Section 2. a. that wants to become a member of the Group shall authorize participation in this Agreement by resolution or other binding action by the governing body or person authorized to act for such municipality.

b. By authorizing participation, each Member agrees to the terms and conditions of this Agreement, to the establishment of the Executive Committee created by this Agreement and to appoint a Member representative to the Group;

c. A copy of the document authorizing participation shall be sent to and be maintained on file with the Executive Committee.

4. POWERS OF THE GROUP

The Group, acting through Group Member Representatives, shall have the following powers:

a. To elect the members of the Executive Committee as set forth in Section 6.

b. To approve the five-year and annual budgets under Section 8.

c. To approve the bylaws proposed by the Executive Committee.

d. To share information and advise the Executive Committee on all matters including elements of the Adaptive Management Plan.

5. MEETINGS OF THE GROUP

a. The Group shall meet no less than four times per year.

b. A quorum shall be a majority of the Group Member Representatives and must include the representatives from the District and any other member who contributes at least one fifth of the allocated cost under Exhibit B. If a quorum is not present the members present may meet and share information, but no action may be taken.

c. Unless otherwise expressly provided by this Agreement, all votes of the Group Member Representatives shall be by a majority of the Group Member Representatives present at a meeting where there is a quorum.

d. All meetings shall be open meetings and require public notice in accordance with Wisconsin's open meeting laws. The Group shall encourage the participation of other interested parties including agricultural producers and nongovernmental entities.

6. EXECUTIVE COMMITTEE

a. Creation of Executive Committee. There is created a five member Executive Committee which will be a commission under Wis. Stat. § 66.0301(2) and (3), to administer the joint activities of the Yahara WINS Group. This commission shall be formally referred to as THE YAHARA WINS EXECUTIVE COMMITTEE, and referred to in this Agreement as the "Executive Committee". This Executive Committee shall operate as a governmental body under Wis. Stat. § 19.82(1).

b. Members of the Executive Committee. The Executive Committee shall be comprised of five Member representatives and two non-Member advisors.

(1) The Executive Committee members shall include a representative from the Madison Metropolitan Sewerage District and a representative from any Member, other than the District, who contributes at least one fifth of the allocated cost under Exhibit B. Of the remaining members, one must be from a city or village, one from

a town, and one will be an at large position. Member representatives for the cities and villages participating in this agreement will vote to select their representative to the Executive Committee, and Member representatives for the towns participating in this agreement will vote to select their representative to the Executive Committee, and the Member representatives of the group as a whole will vote to select the at large representative.

(2) Recognizing the key collaborative roles played by Dane County and members of the agricultural community in the Adaptive Management Pilot Project and their anticipated roles as this Agreement moves forward, Dane County and the Yahara Pride Farm Group may each appoint an advisor to the Executive Committee. The Executive Committee may in its discretion appoint additional advisors. The advisors shall be given notice of all Executive Committee meetings and may participate in such meetings as non-voting members.

c. Term. The term of the three elected members of the Executive Committee shall be for five year terms and the elected members may be reelected for one or more additional terms.

d. Purposes and Powers of the Executive Committee.

(1) To make, amend and repeal bylaws and rules related to the purpose and operation of the Group subject to approval by the Group.

(2) To invest funds not required for immediate disbursement in properties or securities as permitted by state law.

(3) To make and execute contracts and other instruments of any name or type necessary or convenient for the exercise of the powers granted herein, including contracts with engineers, legal counsel, administrative staff and other consultants.

(4) To accept contributions of capital from Members or third parties.

(5) To do all acts and things necessary or convenient for the conduct of its business and the general welfare of the Group and the Parties and to carry out the purposes and powers granted to it by this Agreement.

(6) To sue, and be sued, complain and defend in all courts, and also, appear in or before applicable governmental agencies administrative tribunals and legislative bodies.

e. No Compensation. The members of the Executive Committee shall serve without compensation, provided, however, that the Executive Committee shall have discretion to reimburse members of the Executive Committee for reasonable expenses incurred for special services to the Executive Committee.

f. Quorum. A quorum shall be a majority of the members of the Executive Committee and must include the representative from the District and the representative of any Member (other than the District) who contributes at least one fifth of the allocated cost under Exhibit B. No action may be taken in the absence of a quorum.

g. Voting. The members of the Executive Committee shall vote upon matters in the following manner:

(1) Voting in General. Unless otherwise expressly provided by this Agreement, the bylaws, or some other subsequent action of the Executive Committee, all votes shall be by a majority of the members of the Executive Committee present at a meeting where there is a quorum.

(2) Voting on Matters Which May Affect WPDES Permit

Compliance. The Executive Committee shall provide written notice to all Members of any

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Executive Committee proposed or recommended action potentially affecting any Member's WPDES permit, other than the development and implementation of the Adaptive Management Plan. Such actions include the following: (i) the development or implementation of terms and conditions of a WPDES permit; (ii) a violation of a WPDES permit, (iii) a WPDES permit modification or revocation (iv) a change in WPDES permit limits or compliance plan; or (v) any other action that could jeopardize a Member's WPDES permit compliance. Any Member so notified has 30 days from the date of the notice to provide a written objection to the Secretary of the Executive Committee to any such actions that affect its WPDES permit. In such a case, no final action may be taken by the Executive Committee without the further written consent of the objecting Member.

(h) Meeting. The Executive Committee shall meet no less frequently than quarterly. Additional meetings may be held at the request of any member of the Executive Committee.

7. OFFICERS.

a. Officers of the Executive Committee. The Officers of the Executive Committee are a President, a Vice-President, a Secretary, a Treasurer and such other Officers as the Executive Committee may designate. The President shall be the District representative. The Vice-President, Secretary, Treasurer and any other officers shall be elected by the members of the Executive Committee from among the members of the Executive Committee and shall serve five year terms.

b. Dual Signature Required. The signatures of two officers shall be required on all forms of approval for payment, and all legally binding documents executed in the name of the Executive Committee or the Group.

c. Duties. Unless otherwise determined by the Executive Committee, the duties of the officers shall include the following:

(1) President. The President shall be the principal executive officer of the Executive Committee, shall preside at all meetings of the Executive Committee and set the agenda.

(2) Vice-President. In the absence of the President, or in the event of his or her inability or refusal to act, the Vice-President shall perform the duties of the President.

(3) Secretary. The Secretary shall keep minutes of the meetings of the Executive Committee in one or more books provided for that purpose; see that all notices are duly given in accordance with this Agreement, or as required by law; and be custodian of the Executive Committee's records. The Secretary shall take such actions as are prudent and necessary to maintain the public records at the offices of the District in accordance with Wisconsin's public records laws.

(4) Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Group and shall have charge of the financial records of the Group. The Treasurer will work with District staff to set up a segregated account for the funds of the Group. The Treasurer shall take such actions as are prudent and necessary to maintain the public records at the offices of the District in accordance with Wisconsin's public records laws.

d. Removal. An officer other than the President may be removed from office with cause upon a majority vote of the members of the Executive Committee.

8. BUDGET

The Executive Committee shall prepare budget documents as follows:

a. Project Budget. The 20 year adaptive management cost to Members and the associated annual cost are listed in Exhibit B to this Agreement.

b. Five Year Budget. The Executive Committee shall break down the 20 year adaptive management costs into five year intervals corresponding with the estimated permit terms. The Five Year Budget shall be approved by a majority of the Member Representatives present in the meeting of the Group in which action on the Project Budget is taken. The Five Year Budget shall be updated no less than every five years and approved by the Group. Estimated project costs shall be allocated equally over the 20 year Adaptive Management Plan period to the extent practicable.

c. Annual Budget. The Executive Committee shall prepare a detailed annual budget of the estimated expenditures associated with the Adaptive Management Plan for the next calendar year, and present the annual budget to the Group for review no later than September 30th of each year. The annual budget shall be consistent with the Five Year Budget approved in Section 8 (b), and shall be approved by October 31st of each year by a majority of the Member Representatives of the Group present at the meeting in which action on the annual budget is taken. The Executive Committee shall send invoices to Members consistent with the annual cost shown in Exhibit B, subject to any revision consistent with Section 9 of this Agreement on or before December 15 of each year. The first invoice under this Agreement will be sent to Members on or before December 15, 2016 and will be for the calendar year 2017. Invoices will be sent to Members annually thereafter on or before December 15th of each year. Payments based on each annual invoice shall be made in two equal installments. The first installment shall be made on or

before February 28th of each year and the second installment shall be made on or before June 30th of each year.

d. Funds for 2016 are based on a continuation of annual payments made by the participants to the Adaptive Management Pilot Project at the same funding level as 2015. The Executive Committee shall receive any such payments to further the purposes of this Agreement and subject to the audit and reporting requirements set forth in Section 10.

9. CHARGES TO MEMBERS.

a. Costs shall be allocated among Members as shown in Exhibit B, except as otherwise provided in this Section. Cost allocations in Exhibit B are based on phosphorus load reductions and are determined by multiplying the total adaptive management project cost by the fraction of the total pounds of required project phosphorus reduction needed by each Member to meet its TMDL allocation under current conditions. For example, if the required phosphorus reduction of an individual member is equal to 5 percent of the total pounds of phosphorus reduction from all sources in this adaptive management project, that member is assigned 5 percent of the total project cost. For the purpose of Exhibit B, required phosphorus reductions were determined as follows:

(1) **Point Source Members:** For the purpose of this section, Point Source Members are those members who own or operate facilities identified in Appendices P, Q, R and S of the Rock River TMDL. The required phosphorus reduction is determined by subtracting the TMDL allocated phosphorus load from the current condition phosphorus load, with the current condition phosphorus load defined as the most recent five year average load (2010 thru 2014) using data obtained from the DNR. For all Point

Source Members, the allocated phosphorus load is consistent with the allocation specified in the TMDL. For Point Source Members that own or operate POTWs, required phosphorus reductions also factor in the need to meet the interim concentration limits specified in Section 14 (b).

(2) **MS4 Members:** For the purpose of this section MS4 Members are those Members who own Municipal Separate Storm Sewer Systems as identified in Appendices T, U, and V of the Rock River TMDL, except that the University of Wisconsin-Madison shall also be considered an MS4 Member. The required phosphorus reduction for MS4 Members is determined by subtracting the TMDL allocated phosphorus load from the TMDL baseline phosphorus load.

b. Members shall commit to payment in accordance with the schedule in Exhibit B.

c. Notwithstanding Exhibit B, it is recognized that MS4 Members may update stormwater modeling consistent with the DNR guidance document titled “TMDL Guidance for MS4 Permits: Planning, Implementation and Modeling Guidance” (October 20, 2014). If the updated modeling is reviewed and approved by DNR, and shows a required annual phosphorus reduction that is different than what was used to develop the cost allocation in Exhibit B, the cost for that MS4 Member in Exhibit B will be adjusted as follows:

$$\text{Exhibit B Cost} \times \left[\frac{\text{Revised phosphorus reduction (lbs/yr)}}{\text{Initial phosphorus reduction (lbs/yr)}} \right] = \text{Revised Cost}$$

If the revised phosphorus reduction information is received by the Executive Committee on or before September 1st of any year, the revised cost will be applied to all years going forward. For example, if data is received on or before September 1, 2017 that results in a revised cost being calculated, that revised cost will be applied to annual payments beginning in 2018. Additionally, a true-up will be allowed at the end of every five year WPDES permit term to reflect practices that may have been added during that WPDES permit term that result in a revised phosphorus reduction and therefore a revised cost, provided those reductions are in excess of the baseline reductions in Section 14 (a). Revised costs would be calculated using the above formula and would be applied to annual payments going forward.

d. If an MS4 makes an initial payment in 2017 based on Exhibit B and subsequently submits information that results in a revised cost that is less than shown in Exhibit B, the amount of overpayment shall be credited to the MS4 over the next four year period in equal annual installments. If an MS4 makes an initial payment in 2017 based on Exhibit B and subsequently submits information that results in a revised cost that is greater than shown in Exhibit B, the underpayment shall be recovered from the MS4 over the next four year period in equal annual installments.

e. Notwithstanding Exhibit B, the costs for Point Source Members will be revised at the end of 2016 using the most recent five year phosphorus load averaging period if it is different than the averaging period used in developing the cost allocations in Exhibit B. The cost will be adjusted as follows:

$$\text{Exhibit B Cost} \times \left[\frac{\text{Revised phosphorus reduction (lbs/yr)}}{\text{Initial phosphorus reduction (lbs/yr)}} \right] = \text{Revised Cost}$$

The revised cost will be applied to the years going forward. Additionally, a recalculation of the phosphorus load will be made at the end of every five year WPDES permit term using the most recent five year average and will be used to calculate a revised cost, which will be applied to annual payments for the years going forward. The revised cost will be calculated using the formula in this section.

f. MS4 Members and Point Source Members participating in this agreement may choose to accomplish some of their TMDL required phosphorus reduction independently and therefore “purchase” only a portion of their required phosphorus reduction through adaptive management. In this case, the Exhibit B cost or the Revised Cost (whichever is applicable) will be adjusted by multiplying it by the fraction of the required phosphorus reduction that is purchased through adaptive management. For example if an MS4 Member or Point Source Member purchases ninety-five percent of its required phosphorus load through adaptive management, the cost would be revised as follows:

$$\text{Exhibit B Cost or Revised cost (whichever is applicable)} \times 0.95 = \text{Adjusted Cost}$$

g. MS4 Members and Point Source Members choosing to purchase only a portion of their required phosphorus reduction through adaptive management agree that they must have a plan in place to accomplish the portion not purchased. The plan should identify significant anticipated milestones. In addition, they agree to provide a summary to the Group at a frequency of at least once every two years specifying progress made in achieving the reductions not accomplished through adaptive management.

MS4 Members and Point Source Members shall specify at the time they execute this agreement the portion of their required phosphorus reduction, expressed in pounds per year, which they will accomplish independently. The adaptive management project costs will be reviewed at least 360 days prior to the end of a five-year WPDES permit term for which the Adaptive Management Plan is a permit condition. The costs may be adjusted based on this review and upon approval by a majority of the Members. Adjustments (if any) may result in either a lower or higher charge to members going forward. Adjustments (if any) in the charge to Members will be made at the start of the next five-year WPDES permit term and will be made proportional to the required phosphorus reduction of Members. Adjustments will be reflected in the Five Year Budget under Section 8.

10. AUDIT AND REPORTING

- a. The Executive Committee shall arrange for a financial audit of the Group's financial records on an annual basis by an independent accounting firm using generally accepted accounting principles.
- b. The Executive Committee shall prepare an annual report and provide it to all Members and to other government agencies as may be required. In addition to containing financial information, the annual report shall describe activities undertaken and progress made over the preceding year with respect to implementation of the Adaptive Management Plan. The annual report shall review the effectiveness of the measures undertaken as part of the Adaptive Management Plan and to the extent possible document the amount of phosphorus reduced by each of the project elements implemented under this

Adaptive Management Plan. The annual report shall be distributed to the Group and published on the Group's website by June 30th of each year.

11. LIABILITY OF THE EXECUTIVE COMMITTEE AND/OR GROUP.

a. In the event any costs or expenses are imposed on the Group or the Executive Committee as a result of any judicial or administrative proceeding or settlement thereof, and the liability is not directly attributable to the conduct of a specific Member or Members, the costs and expenses shall be treated as a cost of the Group to be allocated among all Members proportional to the phosphorus reduction associated with each Member as determined consistent with this Agreement.

b. If any costs or expenses are imposed on the Group or the Executive Committee as a result of any judicial or administrative proceeding or settlement thereof, and the liability is directly attributable to the conduct of a specific Member or Members, the costs and expenses shall be allocated among those Members whose actions caused the imposition of the costs or expenses to the Group or Executive Committee, in proportion to their responsibility as determined by the presiding official of the judicial or administrative proceeding, or if no such determination, by the Executive Committee. Any member of the Executive Committee who represents a Member with an interest in the determination shall recuse themselves from all participation on the Executive Committee as to that issue. Any Member not satisfied with the decision of the Executive Committee can request the issue be resolved through mediation. The costs of mediation are to be borne equally by each Member to the mediation.

12. TERM OF AGREEMENT AND WITHDRAWAL.

a. The term of this Agreement shall begin on April 15, 2016 and will generally coincide with the term of the approved Adaptive Management Plan which is anticipated to be approximately 20 years from approval.

b. This Agreement shall terminate upon conclusion of the Adaptive Management Plan or termination of the Adaptive Management Plan if the Adaptive Management Plan is terminated by DNR. This Agreement may also be terminated at a duly noticed meeting of the Group, upon a two thirds vote by Member Representatives of the Group to terminate the Agreement, at least 270 days prior to the end of a WPDES permit term for which the Adaptive Management Plan is a permit condition. In no event shall termination become effective prior to the end of a WPDES permit term.

c. An individual Member may withdraw from the Agreement by providing notice at least 270 days prior to the end of a five-year WPDES permit term for which the Adaptive Management Plan is a permit condition, if the Member has paid its contribution for the five year WPDES permit period.

13. ADAPTIVE MANAGEMENT ADMINISTRATION

a. The Adaptive Management Plan shall be prepared by the District. The purpose of the Adaptive Management Plan when implemented is to fulfill the phosphorus TMDL obligations of Members, after accounting for baseline requirements that Members are required to meet individually pursuant to Section 14, and after accounting for adjustments that may be made pursuant to Section 9. TSS reductions associated with phosphorus reduction practices will also be quantified as part of the Adaptive Management Plan. If this Agreement is in effect prior to the submittal of the Adaptive Management

Plan to DNR by the District, then the District shall submit the Adaptive Management Plan to the Group for review and comment at least 60 days prior to District submittal to DNR.

b. Every five years as the WPDES permits come up for renewal, the District will prepare any amendment to the Adaptive Management Plan necessary to achieve the project goals and approval by the DNR. The District shall submit any Adaptive Management Plan amendments to the Group for review and comment at least 90 days prior to District submittal to DNR.

c. The District shall be responsible for administration and management of the Adaptive Management Plan and related activities, including contract management. The District will also serve as the primary contract laboratory for analysis of routine parameters (e. g. phosphorus, TSS, and nitrogen) from water samples collected as part of the adaptive management project, and can recover associated analytical costs from the Group.

14. ADAPTIVE MANAGEMENT PERMITTEE PROVISIONS

a. All MS4 Members participating in this Agreement are individually responsible for meeting the TMDL baseline conditions for sediment (TSS) and phosphorus control. The baseline condition for MS4 Members is 40% TSS control and 27% phosphorus control. These reductions must be achieved within each stream reach that they discharge to as identified in the TMDL. Trading with another MS4 member located within the same stream reach that has exceeded the baseline condition can be used to meet the baseline condition, but trade agreements are the responsibility of the participating Members and are not addressed directly through this Agreement.

b. All POTWs participating in this Agreement are required to meet an annual average effluent phosphorus concentration of 0.6 mg/L by the end of the first full WPDES permit term following implementation of the DNR approved Adaptive Management Plan, and an annual average effluent concentration of 0.5 mg/L by the end of the second full WPDES permit term following implementation of the DNR approved Adaptive Management Plan.

c. In the event the Adaptive Management Plan is terminated by DNR prior to the end of the original term of the Adaptive Management Plan, or if at the end of the adaptive management period DNR determines that the phosphorus and sediment (TSS) allocations identified in the TMDL have not been met for a stream reach, Members will be individually responsible for taking any additional steps needed to achieve compliance with phosphorus and sediment (TSS) reduction requirements in their WPDES permits. This could include converting to a water quality trading program that is consistent with applicable DNR guidance. Verifiable phosphorus and sediment (TSS) reductions or “credits” achieved through the adaptive management project will be distributed to Members proportionate to the Charges to Members under Section 9 of this Agreement, but use in a water quality trading program is subject to applicable DNR guidance.

d. In the event municipal boundaries change during the term of this Agreement, as land transfers from one municipality to another, the associated phosphorus load reduction and the associated payment responsibility also transfers to the new municipality.

e. Upon completion or termination of the adaptive management project, any funds remaining in the segregated account for the Group following payment of all

project expenses, shall be returned to members of the Group in direct proportion to the contribution made by each member of the Group.

15. NONDISCRIMINATION

In the performance of services under this Agreement, the Parties agree not to discriminate against any employee or applicant because of race, religion, marital status, age color, sex handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status.

16. MISCELLANEOUS

a. Municipal Liability. Nothing in this Agreement shall constitute a waiver of any limitations on municipal or state agency liability that may exist as a matter of law, including but not limited to limitations in Wis. Stat. ch. 893.

b. Counterparts. This Agreement may be executed in counterparts, and the signatures of each party on separate copies of the Agreement shall be fully effective to bind each of them to the Agreement with any other party that signs any separate copy of the Agreement.

c. Entire Agreement. This Agreement supersedes any prior studies, memoranda, letters or oral discussions or understandings about the participation of any of the Members in this joint project. This Agreement represents the entire agreement of the Parties as to organization and the goals of the Group.

d. Amendment or Modification. No amendment or modification may be made to this Agreement except in writing signed by a two thirds majority of all Members.

e. Choice of Law. This Agreement shall, in general, be governed by and construed in accordance with the laws of the State of Wisconsin.

f. Exclusive Benefit. This Agreement is for the exclusive benefit of the Parties and their successors in interest and shall not be deemed to give any legal or equitable right, remedy or claim to any other entity or person.

g. No Joint Venture. This Agreement does not establish or evidence a Joint Venture or partnership between the Parties. No Party is liable for another Party's actions as a result of entering into this Agreement.

h. Succession. All the terms, provisions and conditions herein contained shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, including future governing bodies of the respective Members.

i. Notice. Any notice required or given under this Agreement shall be effective if mailed by U. S. mail, postage prepaid, to the representatives at the addresses set forth after the signatures below, or any substituted address or representative as is filed with the Secretary of the Executive Committee.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement on the dates set forth below:

Date of Execution

By:

Village of Shorewood Hills

(Authorized Representative Signature)

Mark L. Sundquist

(Authorized Representative Typed Name)

Village President
(Authorized Representative Title)

Address: 810 Shorewood Boulevard
Madison WI 53705

Exhibit A: Map of the Yahara Watershed

Rock River TMDL Reaches

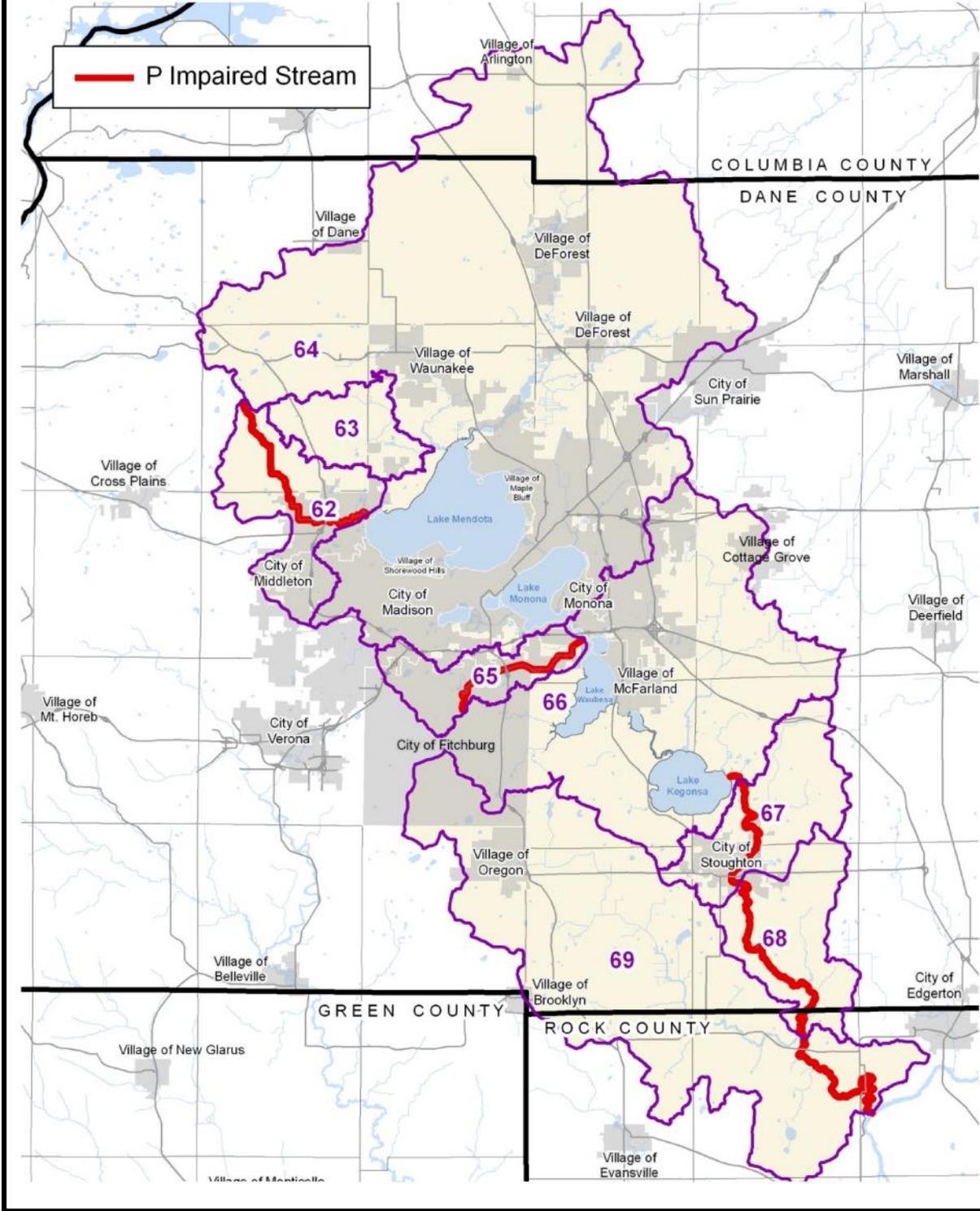


Exhibit B: Preliminary Cost Allocations
(Note: Section 9 outlines how preliminary costs can be adjusted)

Member	Required Phosphorus Reduction (lbs/yr)	Annual Adaptive Management Cost
Blooming Grove, Town	460	\$23,000
Bristol, Town	412	\$20,000
Burke, Town	1,139	\$56,000
Cottage Grove, Town	635	\$31,000
Cottage Grove, Village	240	\$12,000
DeForest, Village	837	\$41,000
DNR-Fish Hatch	209	\$10,000
Dunkirk, Town	553	\$27,000
Dunn, Town	703	\$35,000
Fitchburg, City	2,141	\$105,000
Madison, City	15,836	\$779,000
Madison, Town	580	\$29,000
Maple Bluff, Village	181	\$9,000
McFarland, Village	736	\$36,000
Middleton, City	2,370	\$117,000
Middleton, Town	475	\$23,000
MMSD (BFC) WWTP	10,444	\$514,000
Monona, City	862	\$42,000
Oregon WWTP	1,619	\$80,000
Pleasant Springs, Town	432	\$21,000
Shorewood Hills, Village	221	\$11,000
Stoughton WWTP	109	\$5,000
Stoughton, City	229	\$11,000
Sun Prairie, City	634	\$31,000
University of Wisconsin-Madison	431	\$21,000
Waunakee, Village	1,091	\$54,000
Westport, Town	940	\$46,000
Windsor, Village	1,351	\$66,000

Yahara WINs Watershed Adaptive Management Project

Frequently Asked Questions

1. Can adaptive management be used by a Municipal Separate Storm Sewer System (MS4) as a Total Maximum Daily Load (TMDL) compliance strategy?

Yes, adaptive management can be used as a TMDL compliance strategy by MS4s. This is acknowledged in a December 2014 Memorandum of Understanding between the Madison Metropolitan Sewerage District (MMSD) and the Department of Natural Resources (DNR) regarding the adaptive management project. In addition, the general stormwater permit issued by DNR in April 2014 acknowledges that MS4s may meet their TMDL required reductions by entering into an agreement to participate in an adaptive management project. The Madison Area Municipal Storm Water Partnership (MAMSWaP) permit is expected to contain similar language when it is reissued. Finally, the October 2014 DNR guidance document titled “TMDL Guidance for MS4 Permits: Planning, Implementation, and Modeling Guidance” acknowledges that MS4s can participate in an adaptive management project to meet their TMDL required reductions.

2. How was the overall phosphorus reduction for the adaptive management project determined?

The overall phosphorus reduction is based on meeting the TMDL phosphorus allocations for the Yahara Watershed from all sources. These sources include wastewater treatment plants and other point sources, communities identified as owning MS4s, and nonpoint sources (e.g. agriculture).

As a placeholder for MS4s, the estimated phosphorus reductions were determined by subtracting the baseline pounds from the allocated pounds using information from the Rock River TMDL. This information is contained in Appendix V of the Rock River TMDL document.

The 2014 DNR TMDL guidance identifies an alternate approach that can be used to calculate phosphorus load reductions, called the percent reduction approach. To use this approach, accurate information needs to be provided by each municipal entity on the acres of urbanized land within their MS4 permitted area, the phosphorus load associated with that area assuming no stormwater controls, and the current level of phosphorus control associated with that area. To obtain the data needed for the percent reduction approach, many participants are updating their stormwater models.

In some cases, there may be a significant difference between the two methods for calculating the required load reduction with the percent reduction approach likely resulting in a lower load reduction requirement. MMSD has encouraged all pilot project participants to take steps to ensure that the best information is being used to calculate load reductions. The updated information will be used to adjust the phosphorus loads for MS4s and for the project as a whole when the information needed for the alternate approach is provided to MMSD and the information is confirmed by DNR.

3. How will DNR determine whether MS4s have met their TMDL required reductions for phosphorus and sediment?

The method that DNR will use for determining MS4 compliance with the TMDL is defined in the October 2014 DNR guidance document titled “TMDL Guidance for MS4 Permits: Planning, Implementation, and Modeling Guidance.” This guidance specifies that TMDL compliance for MS4s will be determined using the percent reduction approach. The adaptive management project is being designed to achieve the percent reductions required by all participating MS4s.

4. What happens if a point source or an MS4 community decides not to participate in the adaptive management project?

If a point source or an MS4 community decides not to participate in the adaptive management project, they will be required to meet their TMDL phosphorus allocation independently. The phosphorus reduction associated with the adaptive management project will therefore be adjusted accordingly.

5. How was the overall cost estimate for adaptive management developed?

The approach used to develop the overall cost estimate is briefly described in Attachment 1.

6. How was the cost for each participating entity determined?

The cost for each participating entity is directly related to the phosphorus reduction needed by that entity to meet its TMDL phosphorus allocation. For example, if the phosphorus reduction associated with an individual MS4 is 300 lbs/year and the total pounds targeted in the adaptive management project is 100,000 lbs/yr, the reduction attributable to that MS4 is 0.3% of the total pounds. The MS4 in this example would be assigned 0.3% of the adaptive management cost.

7. The cost associated with potential adaptive management participants as shown in Exhibit B of the Intergovernmental Agreement (IGA) seems high relative to similarly sized or located municipal entities. How were these costs determined?

The IGA includes a placeholder or estimated cost for potential participants. The cost is directly proportional to the phosphorus load reduction required for each participant to meet its TMDL required phosphorus allocation for discharges to the Yahara Watershed.

As noted earlier, in some cases, there may be a significant difference between the TMDL allocation and the alternate percent reduction approach. The percent reduction approach will likely result in a lower phosphorus reduction requirement. The IGA contains a straightforward process to adjust the load reduction and the related cost when the information needed for the alternate percent reduction approach for determining phosphorus load reduction is provided and the information is confirmed by DNR.

8. If an entity decides not to participate in the full-scale adaptive management project, will the cost to those remaining entities in the adaptive management project be adjusted upward?

No, the cost to remaining entities will not change.

9. Are point sources and MS4s picking up the cost of the phosphorus reductions required from the nonpoint sector?

No. Point sources and MS4s are not picking up the nonpoint portion of adaptive management costs. The cost to any point source or MS4 participating in the adaptive management project is based solely on the phosphorus load reduction that is required of that entity to meet its phosphorus allocation for the TMDL. Costs associated with achieving the required nonpoint load reductions come from a variety of sources. Examples include cost share funding made available through the Clean Lakes Alliance, Dane County, and various state and federal farm programs. In addition, many producers are making investments in conservation practices in the absence of cost share funding.

10. Could DNR revise the TMDL at some future date to require additional phosphorus reductions?

The TMDL is designed to identify the load reductions needed to meet water quality standards. If the required load reductions are met then water quality criteria should be attained. It is always possible that the TMDL could be revised if the allocations are met but the impairments related to phosphorus and/or sediment remain or if further reductions were made to the water quality criteria for phosphorus. This is true regardless of whether or not adaptive management is used as a TMDL compliance strategy.

11. How are MS4s that are also District customers financially impacted by the TMDL from a wastewater perspective?

MS4s that are also District customers are financially impacted by the TMDL in two ways. First, they have the direct cost of addressing their stormwater discharge. Second, they have the indirect costs associated with the compliance strategy selected by the District to address wastewater, since costs incurred by the District are passed on to customer communities. The District has evaluated its cost of complying with its TMDL allocation through treatment at its Nine Springs Plant vs. addressing phosphorus through adaptive management.

12. Can you provide a comparison of the wastewater compliance costs that would be passed along to District customers with each compliance strategy?

A comparison is shown in Attachment 2. The total annual savings to customer communities is estimated to be \$6,688,000.

13. Has the timeline for moving forward with the adaptive management changed?

The timeline has not changed. The goal is to transition from the pilot project, which ends on December 31, 2015, to a full-scale adaptive management project as soon as possible to capitalize on the momentum gained from the pilot project. The current schedule calls for 2016 to be a transition year to address administrative and planning tasks. These include development and DNR approval of the adaptive management plan, and execution of an Intergovernmental Agreement to support the full-scale project. Phosphorus reduction and water quality monitoring efforts will continue during the transition year. The full scale project will start in 2017.

Attachment 1

Adaptive Management Cost/Implementation Model Fact Sheet

An adaptive management cost/implementation model was developed to estimate the cost associated with implementing an adaptive management project in the Yahara Watershed. The cost/implementation model is briefly described below.

Model Inputs

The model contains multiple inputs. To the maximum extent possible, modeled inputs are based on actual experience gained through work in the Yahara Watershed. Some of the significant model inputs include the following:

- Phosphorus management practices and associated phosphorus reduction (lbs./year).
- Practice shelf life (e.g. how long the practice will remain in place and functioning following installation).
- Practice cost by unit (e.g. per acre of cover crop).
- Staff cost by practice for implementation.
- Phosphorus reduction requirements by TMDL stream reach.
- Ramp up period to achieve phosphorus reductions and interim targets.
- Anticipated staffing efficiencies in delivering phosphorus reduction practices during the life of the adaptive management project.
- Water quality monitoring cost.
- Inflation factor (2.4% annual inflation factor was used in the model).

Dane County Land and Water Resources Department (DCLWRD) staff inventoried all conservation practices that were installed in the Yahara Watershed for the period of 2008-2012. The list was broken down by TMDL stream reach. DCLWRD staff categorized practices by type (Engineering vs. Management), and calculated the estimated phosphorus reduction for each practice. DCLWRD staff also estimated the amount of staff time that it typically takes for practice implementation, including landowner contacts, planning, design, and practice implementation.

The designed life expectancy or “shelf life” of each practice was identified, along with the practice cost and the cost per pound of phosphorus reduced. Where practice cost for a given practice varied, the practice cost used in the model was conservatively set at the highest practice cost. DCLWRD staff then used this information to develop a suite of phosphorus-reducing practices by stream reach for the full-scale adaptive management project. The suite of practices used in the cost model is not identical to the historic suite of practices, as some preference was given to practices with longer designed life expectancies. In addition, in some cases it was assumed that the designed life expectancy could be extended through contractual agreements.

Model Outputs

The model outputs include:

- Total project cost and annual costs, both with and without inflation.
- The cost per pound of phosphorus reduced.
- Annual phosphorus reduction (pounds) by stream reach based on total project phosphorus reductions and ramp-up periods.

The model designates phosphorus reductions as either “new” or “carry-over” pounds of phosphorus over the 20-year adaptive management period. This distinction is needed for accounting and tracking purposes. For example, if a practice has an effective shelf life of 10 years and results in an annual phosphorus reduction of 100 lbs/year, the pounds in the first year are considered “new,” while the pounds in the remaining year are considered as “carry-over.”

The model contains phosphorus reduction goals by TMDL stream reach and year, and uses a 17-year ramp-up period to accomplish 100% of the phosphorus reductions needed to meet the TMDL allocations for all sources/source categories in the Yahara Watershed. The model also includes funding to support water quality monitoring activities associated with the adaptive management project.

Attachment 2

Cost Estimates For Additional Wastewater Treatment Costs Associated With Phosphorus Compliance That Would Potentially Be Passed On To MMSD Customer Communities ⁽¹⁾

Municipal Entity	Annual Cost (Treatment)	Annual Cost (Adaptive Management)	Annual Savings
City of Fitchburg	\$399,000	\$43,000	\$356,000
City of Madison	\$4,557,000	\$489,000	\$4,068,000
City of Middleton	\$359,000	\$39,000	\$320,000
City of Monona	\$143,000	\$16,000	\$127,000
City of Verona	\$215,000	\$24,000	\$191,000
Village of Cottage Grove	\$97,000	\$11,000	\$86,000
Village of Dane	\$13,000	\$2,000	\$11,000
Village of DeForest	\$277,000	\$30,000	\$247,000
Village of Maple Bluff	\$19,000	\$3,000	\$16,000
Village of McFarland	\$107,000	\$12,000	\$95,000
Village of Shorewood Hills	\$29,000	\$4,000	\$25,000
Village of Windsor	\$29,000	\$4,000	\$25,000
Village of Waunakee	\$288,000	\$31,000	\$257,000
Town of Blooming Grove	\$24,000	\$3,000	\$21,000
Town of Burke	\$2,000	\$1,000	\$1,000
Town of Dunn	\$47,000	\$5,000	\$42,000
Town of Madison	\$174,000	\$19,000	\$155,000
Town of Middleton	\$4,000	\$1,000	\$3,000
Town of Pleasant Springs	\$11,000	\$2,000	\$9,000
Town of Verona	\$5,000	\$1,000	\$4,000
Town of Vienna	\$13,000	\$2,000	\$11,000
Town of Westport	\$63,000	\$7,000	\$56,000
Town of Windsor	\$65,000	\$7,000	\$58,000
University of Wisconsin-Madison	\$429,000	\$46,000	\$383,000
Hauled Waste	\$136,000	\$15,000	\$121,000
Total	\$7,505,000	\$817,000	\$6,688,000

⁽¹⁾ Based on P load to NSWTP (2012-2014)

PARC & RIDE BICYCLE TRAIL GRANT AGREEMENT

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY"), the Village of Shorewood Hills (hereafter, "SPONSOR").

WITNESSETH:

WHEREAS COUNTY, whose address is c/o Director, Dane County Land & Water Resources Department, 5201 Fen Oak Drive #208, has matching funds available for capital grants for bike trail initiatives in Dane County through the Dane County PARC & Ride Bicycle Trail Grant Program "the Program"; and

Project Name:	University Avenue Trail Extension
Agreement No.:	PARC & Ride 2015 - 7
Expiration Date:	December 31, 2019
Authority:	2015 RES-351
Department:	Land & Water Resources
Max. Cost:	\$22,400

WHEREAS SPONSOR, whose address is set forth in Schedule A, incorporated herein by reference, is a qualified organization under the Program Guidelines, the terms of which are incorporated herein, and desires to implement a bicycle trail project that qualifies for funding under the Program.

WHEREAS the parties intend to promote and facilitate the implementation of such project,

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY, and SPONSOR do agree as follows:

1. SPONSOR shall implement the project as described in Schedule A and their PARC & Ride Grant Application dated September 30, 2015.
2. Actual construction or administration of the project shall be performed entirely by the SPONSOR, including oversight and management of components of the project that are performed by partners or contractors. The SPONSOR agrees to insure that all work on the project is completed before the expiration date as set forth in Schedule A. Failure to complete work on the project before the expiration date will relieve the COUNTY of all obligation to provide any funds for the project. SPONSOR may request in writing an extension of the expiration date for the COUNTY to review and consider. COUNTY shall notify SPONSOR within 30 days, in writing, of its decision on the SPONSOR's request for an extension.
3. Upon COUNTY's review and acceptance of SPONSOR's implementation and completion of such project, COUNTY agrees to pay SPONSOR up to the maximum cost set forth in Schedule A. The exact amount of reimbursement to SPONSOR is subject to SPONSOR providing appropriate documentation of actual project expenses and fulfilling the other requirements outlined in Schedule A. COUNTY's obligation for reimbursement will be determined by the 50% cost-share formula and maximum grant amount as described in the Partners for Recreation and Conservation Grant Program Guidelines and Application Materials which are incorporated by reference as though fully stated. SPONSOR shall follow the

- C. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by SPONSOR under this Agreement shall at the option of COUNTY become the property of COUNTY, and SPONSOR shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, SPONSOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by SPONSOR, and COUNTY may withhold any payments to SPONSOR for the purpose of set-off.
7. SPONSOR agrees to reimburse the COUNTY for any and all funds the COUNTY deems appropriate in the event the Sponsor fails to comply with the conditions of this agreement or project as described in Schedule A and their PARC & Ride Grant Application dated September 30, 2015.
 8. SPONSOR shall commence, carry on and complete their obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, SPONSOR agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
 9. SPONSOR shall implement and maintain the project as a public facility for a minimum project life of 20 years. SPONSOR shall not sell, restrict, or convert or approve conversion of the capital project that results in any use inconsistent with the type of use for which the grant was awarded during the life of the project.
 10. SPONSOR agrees to secure at SPONSOR's own expense all personnel necessary to carry out SPONSOR's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
 11. SPONSOR shall comply with all applicable local, state, and federal statutes, regulations, administrative rules and ordinances in fulfilling the terms and conditions of this Agreement. SPONSOR shall have sole control of the method, hours worked, and the time and manner of any performance under this Agreement other than specifically provided herein. The COUNTY reserves the right only to inspect the project as described in Schedule A for the sole purpose of insuring that the performance is progressing or has been completed.
 12. Construction projects associated with land disturbing activities shall comply with the Dane County Erosion Control and Stormwater Management ordinance and the Shoreland ordinance. Permit information is available on the internet at <http://www.countyofdane.com/lwr/landconservation/erosion.aspx>.
 13. SPONSOR agrees to make such reports as are required in the attached Schedule A, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of SPONSOR to comply with the time limits set forth in said Schedule A shall result in the penalties set forth herein.

through its Risk Manager, may waive any and all insurance requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

18. In no event shall the making of any payment or acceptance of any service required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of SPONSOR, and the making of any such payment or acceptance of any such service by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
19. During the term of this Agreement, SPONSOR agree not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). SPONSOR agree to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
20. In all solicitations for employment placed on SPONSOR's behalf during the term of this Agreement, SPONSOR shall include a statement to the effect that SPONSOR is an "Equal Opportunity Employer."
21. SPONSOR agrees to pay all workers employed by SPONSOR in the performance of this Agreement, whether on a full-time or part-time basis, the living wage as defined in section 25.015(1)(f), Dane County Ordinances. SPONSOR agrees to make available for COUNTY inspection SPONSOR's payroll records relating to employees providing services on or under this Agreement or subcontract. SPONSOR shall ensure that any subcontractors comply with the provisions of this section.

The following are exemptions from the requirements of this section:

1. When the Maximum Cost of the Agreement is less than \$5,000;
2. When the SPONSOR is a school district, a municipality, or other unit of government;
3. When the County is purchasing residential services at an established per bed rate;

IN WITNESS WHEREOF, COUNTY, and CITY, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR SPONSOR:

Date Signed: _____

Print Name:

Date Signed: _____

Print Name:

FOR COUNTY:

Date Signed: _____

Joseph T. Parisi, County Executive

Date Signed: _____

Scott McDonell, County Clerk

7. If the trail becomes part of a County trail system, a permanent trail corridor easement shall be provided to Dane County and a trail pass permit fee system shall apply if the County performs all trail maintenance activities.
8. Compliance with all applicable federal, state and local laws and regulations regarding handicap accessibility when developing bicycle trail facilities with these grant funds. Sponsor will insure that all new bicycle facility construction and all existing bicycle facility alterations done under the auspices of these grant funds will be designed and completed incorporating the required applicable handicap accessible design components. These required handicap accessible design components are found in: **"ANSI A117.1-2003 Accessible and Usable Buildings and Facilities;"** the **"Wisconsin Enrolled Commercial Building Code's Ch. 11 Accessibility (for new construction); and Ch. 34 Existing Structures- Section 3408: Accessibility for Existing Structures."**



Free Estimates
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PROPOSAL FOR ELECTRICAL WORK

**Village of Shorewood Hills
810 Shorewood Blvd.
Madison WI 53705**

January 4, 2016

Attn: John

We hereby propose to furnish all labor, material and permits necessary to provide the following electrical installation in accordance with the specifications listed, and subject to the conditions of contract stated on the last page of this proposal.

We Propose: Furnish and install a new pole light on the trail

To include:

Trench approximately 75' to closest pole

Tap off the closest pole as low as possible

Run new conduit feed

Backfill trench, landscape by others

Install a new concrete base

Furnish and install a Sun Valley pole and fixture to match the existing lights per your original spec. sheet

\$5,768.00

Payment terms: Upon completion

We hope this proposal meets with your approval. Please call if you have questions. Thank you for calling Hill Electric.

Accepted by _____
Customer

By James R Beyer
Estimator/Project Manager

Date _____

Hill Electric requires a signed and dated copy of this proposal returned to us before any work can begin.

This proposal is void if not accepted in writing within 30 days after this date.

Memorandum

To: Finance Committee
From: Karl Frantz
Date: 2/19/2016
Re: Purchase of Accounting Software

Executive Summary

Staff recommends the purchase of the Civic Systems Clarity software accounting package including conversion and training at a cost of \$39,000 paid out of the Capital Fund over a three year time period at no interest. (\$13,000 per year)

Background

The Village Capital Plan and 2015 borrowing included the purchase of a new accounting package. The software required includes accounts payable, accounts receivable, cash receipting, fixed assets, general ledger, payroll and utility billing. Currently the Village uses Civic System's Classic accounting program. The proposed switch is to its enhanced Clarity programs. The major reasons for the purchase are:

1. The Classic system accounting software is not receiving further upgrades or enhancements. Civic is phasing it out.
 - a. We have been using this software package for over 15 years.
2. The Classic system is based on an Access data base. There are security issues with the Access data base and the Village auditors annual "Communication To Those Charged with Governance and Management" states as follows:

Information Technology System Internal Controls

"The village's present software system lacks certain security features that, if operated improperly would not allow for the identification of changes made to financial data after the original entry of such data. This is a control weakness that exists in many database software packages, including Microsoft Access which is the basis for your software. Many of the system users may not possess the technical knowledge to operate the system in a manner that would impair the system's control integrity. However, it is possible that some users may possess the knowledge to circumvent the system's controls."

The conversion to Clarity will eliminate that comment from the annual internal controls findings in its entirety. Clarity software uses a SQL data base. Other comparably priced software

packages that are used in Wisconsin by smaller municipalities are also using the Access data base, specifically Banyon and Workhorse.

3. A new more robust system with additional capabilities will be beneficial.

For instance we will be able to export data into Excel spreadsheets or Word documents without having to reenter the data. This will be especially useful during the annual budget process, but will also be very helpful to the staff to create and maintain Excel spreadsheets for analytic work and to track and group certain activities.

A new module will allow department heads limited access to query accounts they are responsible for and track them without having to know the ins and outs of how to use the entire accounting package. Presently they have to periodically ask for these reports to be generated. The ability to create user friendly reports and graphics to the Village Board and Finance Committee will also be enhanced.

Utility payments will be able to be made via ACH and also made on a recurring automatic basis with no charge to the customer if they so choose.

This software is relied upon and used by the Village Clerk and Deputy Clerk for the vast majority of their workday and is a backbone to Village operations. We hope to provide our staff the best tools we can to do their jobs. This conversion will accomplish that. The product is designed for small to medium sized municipalities as opposed to systems that can cost much more for larger cities; the software offers specialized features for municipal accounting that off the shelf products like Quickbooks cannot provide.

Civic System software is used by over 200 municipalities in Wisconsin. This change would continue the Village relationship with Civic Systems and is a conversion from one software package (Classic) to a new one (Clarity). We have been very pleased with the technical support we have received from Civic Systems and wish to continue that relationship.

The \$39,000 pricing is the result of a few rounds of negotiations. The existing software was utilized by the Village for 15 – 16 years. A similar lifespan for this package amortizes at \$2,600 per year. There will be an increase in the annual support costs of \$1,480 due to the new modules we are adding.

**Computer Software and
Conversion Services Proposal
Village of Shorewood Hills
Prepared by Civic Systems, LLC**



A SUBSIDIARY OF BAKER TILLY VIRCHOW KRAUSE, LLP

Civic Systems, LLC
Ten Terrace Court
P.O. Box 7398
Madison, WI 53707-7398
Phone: 888.241.1517
Fax: 608.249.1050
mlaesch@civicsystems.com
www.civicsystems.com

February 15, 2016

Software Purchase Agreement

Civic Systems, LLC
Ten Terrace Court
P.O. Box 7398
Madison, WI 53707-7398

Village of Shorewood Hills
810 Shorewood Blvd
Madison, WI 53705

You agree to purchase the software and services detailed below and Civic Systems, LLC agrees to provide them. **A down payment of \$13,000 is due upon execution of the contract with \$13,000 due in January of 2017 and the remaining \$13,000 due in January of 2018.** The information provided in this proposal is valid for 90 days.

INVESTMENT SUMMARY

Clarity License Fees (4 Concurrent Users)	\$	44,500
<i>Less Clarity Upgrade Discount</i>		<i>(24,250)</i>
Conversion/Setup		2,500
Training		7,200
New Module License Fees		9,500
<i>Less: Negotiated Discount</i>		<i>(2,850)</i>
Conversion/Setup		1,200
Training		1,200
TOTAL INVESTMENT	\$	39,000
ANNUAL SUPPORT INCREASE	\$	1,480

*Above amounts do not include travel costs. Travel costs are invoiced at \$0.56 per mile round trip and actual costs for hotel (Holiday Inn or equivalent) and meals (max of \$35 daily).

SIGNATURE AGREEMENT

The signatures below indicate each party's acceptance and understanding of the Computer Software and Services Contract, Attachment A – Caselle Software Distribution Agreement, and Attachment B – Civic Support Agreement.

VILLAGE OF SHOREWOOD HILLS

Signature: _____

Title: _____

Date: _____

CIVIC SYSTEMS, LLC

Signature: _____

Title: _____

Date: _____



STRONG SOFTWARE, STRONG COMMUNITY

A SUBSIDIARY OF BAKER TILLY
VIRCHOW KRAUSE, LLP

Software Purchase Agreement



STRONG SOFTWARE, STRONG COMMUNITY

A SUBSIDIARY OF BAKER TILLY
VIRCHOW KRAUSE, LLP

Selected Modules Detailed Costs

LICENSE FEES (4 CONCURRENT USERS)

Clarity Upgrade Modules	License Fee	Conversion/ Setup	Training Cost	Total Investment
Based on 4 Concurrent User Licenses	\$ 0	\$ 0	\$ 0	\$ 0
Accounts Payable	5,500	Included	600	6,100
miExcel AP (P-Card Interface)	1,000	Included	Included	1,000
Accounts Receivable	5,500	Included	1,200	6,700
Cash Receipting	5,500	Included	600	6,100
Fixed Assets	3,300	Included	600	3,900
General Ledger	5,500	Included	1,200	6,700
Activity Reporting	Included	Included	Included	Included
Bank Rec	Included	Included	Included	Included
Budgeting	Included	Included	Included	Included
Payroll	9,000	Included	1,200	10,200
Direct Deposit	Included	Included	Included	Included
Magnetic W-2's	Included	Included	Included	Included
Utility Billing	9,200	Included	1,800	11,000
Electronic Read Interface	Included	Included	Included	Included
Splitter	Included	Included	Included	Included
Tax Certification	Included	Included	Included	Included
Conversion And Setup Estimates	Included	2,500	Included	Included
Less: Clarity Upgrade Discount	(24,250)	--	--	(24,250)
TOTALS COSTS	<u>20,250</u>	<u>2,500</u>	<u>7,200</u>	<u>29,950</u>

New Modules Proposed	License Fee	Conversion/ Setup	Training Cost	Total Investment	Annual Support Increase
Based on 4 Concurrent User Licenses	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
miExcel GL	1,000	--	300	1,300	200
miExcel PR Import	1,800	600	300	2,700	360
UB ACH	2,200	--	--	2,200	440
CR Payment Import	1,500	--	--	1,500	450
miViewPoint	3,000	600	600	4,200	600
Less: Negotiated Discount (30%)	(2,850)	--	--	(2,850)	(570)
TOTALS COSTS	<u>6,650</u>	<u>1,200</u>	<u>1,200</u>	<u>9,050</u>	<u>1,480</u>

*Above amounts do not include travel expenses

**If Online Bill Pay is chosen there could be upfront and transactional payments are paid to our preferred vendors. You will need to get a quote from them directly



STRONG SOFTWARE, STRONG COMMUNITY

A SUBSIDIARY OF BAKER TILLY
VIRCHOW KRAUSE, LLP

Optional Module Detailed Costs

OPTIONAL MODULES

Selected Product Descriptions	License Fee 4 Concurrent	One-Time conversion/ setup	Training and Onsite Assistance Cost/Days	Year one Total w/o Support	Annual Fees*
Concurrent Users Above 4 (each)	\$ 2,000	\$ 0	\$ 0	2,000	\$ 0

*Above amounts do not include travel expenses



STRONG SOFTWARE, STRONG COMMUNITY

A SUBSIDIARY OF BAKER TILLY
VIRCHOW KRAUSE, LLP

HARDWARE REQUIREMENTS

Network System Requirements – Caselle® Clarity 4.x – Network

Important! Using servers or workstations that do NOT meet the specified network system requirements may result in unsatisfactory performance and response times. This document lists the minimum hardware and software requirements for installing Clarity.

Network Server Operating System	Microsoft® Windows 2008 R2 Server (64-bit), 2012 Server (64-bit), 2012 R2 (64-bit)
Network Server Equipment	Intel® Xeon® Quad-Core Processor 3.0 Ghz or higher 16 GB of available RAM 10 GB available disk space for Caselle Clarity applications (180 MB) and data Separate physical hard drive for SQL log file LCD Monitor 1 GB Ethernet Network Card 1 GB Ethernet Switch DVDRW Drive
	All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, and AMD Sempron™, and Intel® Pentium processors are NOT recommended.
Database Server Equipment and Operating System	<ul style="list-style-type: none"> • Use the Recommended Network Server. For better performance, increase memory on network server or, use a separate Database Server (same specifications as the Network Server). • Networks with more than ten workstations may require faster processors and/or more memory than the recommended.
Database Software	Microsoft® SQL Server 2012 (64-bit) or 2014 (64-bit)
Network Server and Database Server Power Protection	True On-Line UPS, 600 Voltamps minimum with UPS Monitoring card, cable, and software.
Workstation Computer	i5, or i7 (3 GHz or higher) 8 GB of available RAM 30 GB available disk space for Caselle Clarity applications (180 MB) and data LCD Monitor
	All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, and AMD Sempron™, and Intel® Pentium processors are NOT recommended.
Workstation Operating System	Windows 7™ Professional (32-bit or 64-bit). Windows 8™ Professional (32-bit or 64-bit)
Workstation Power Protection	UPS/Battery backup unit
Backup System	Network quality system to back up fileserver hard drive on one tape and provide tape read after write verification. Make sure the backup system supports backing up MSSQL Databases. Example: Backup Exec with SQL Agent.
Data File Transfer	DVDRW Drive
Printer	HP Laser Printer or Canon Copiers with PCL or Postscript Drivers
Receipt Printer	Ithaca Series (Impact) 150 and 280 Printers, Ithaca Series (Thermal) 280 Printers, Star TSP100, Epson TM H6000IV
Internet Access	DSL, ISDN, or T1
	Explanation: Caselle® Applications require Internet access to download program updates. Using an Internet connection that is slower than 256 Kbps will take significantly longer to download data.
Email	Email that is compatible with Microsoft® Windows.
Network Installer	Microsoft® Certified
Web Services	IIS 7 (Windows Server 2008, 2012)

Attachment A – Caselle Software Distribution Agreement

Caselle Software Distribution Agreement

Caselle
1570 North Main
P.O. Box 100
Spanish Fork, Utah 84660
("Caselle")

CASELLE, INC. SOFTWARE LICENSE AGREEMENT

CASELLE AGREES TO PROVIDE THE SOFTWARE TO YOU, SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

Grant of License

Caselle agrees to grant, and You agree to accept a limited, non-exclusive license ("License") to use the computer programs, with the accompanying manuals, video tapes, literature and other materials ("Software") as detailed under Items, in perpetuity subject to the terms and conditions of this Software License Agreement and subject to termination as provided herein.

Title and Confidentiality

Title and full ownership rights to the Software licensed under this agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies You make, remain with Caselle. It is agreed the Software is the proprietary, confidential, trade secret property of Caselle, whether or not any portions thereof are or may be copyrighted and You shall take all reasonable steps necessary to protect the confidential nature of the Software as You would take to protect Your own confidential and trade secret information. You further agree that You shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or contractors working for You to whom such disclosure is necessary to the use for which rights are granted hereunder. You shall appropriately notify all employees, agents, and contractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. Upon Caselle's request, such employees, agents, and contractors shall enter into an appropriate confidentiality agreement for secrecy and nonuse of such information which by its terms shall be enforceable by injunctive relief at the request of Caselle. If Caselle makes such a request, it shall provide You with the appropriate confidentiality agreements. The obligations imposed by this section upon You, Your employees, agents, and contractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this agreement if you are required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to a state's "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

License

You may:

- a) Use the Software on a single CPU or network ("System") for the appropriate number of users. The Software may be moved to and used on another System, but shall under no circumstances be used on more than one System at a time.
- b) Make System readable copies of the diskettes provided with the Software as required for backup protection. Such copies may only be used in support of Your use of the Software on the System and may not be used for any other purpose. Each of these copies must have a label placed on the media indicating the Software is a proprietary product of Caselle.

You may not:

- a) Rent, lease, sublicense, assign or otherwise transfer this Software, in whole or in part, except as expressly permitted by this Agreement.
- b) Inspect, disassemble, decompile, reverse engineer or in any way attempt to determine the internal methods of the Software.
- c) Modify the Software or merge it into any other product without the express written consent of Caselle.
- d) Reproduce, transmit or distribute the Software, or any part of it, in any form or by any means except as expressly permitted in this Agreement.
- e) Permanently transfer or assign the Software and the rights under this License to another party without the express written consent of Caselle.
- f) Use the Software to provide accounting services to multiple government agencies other than Your own.

Any attempt to do any of the above (a to e) shall void and terminate this Agreement.

Term

This Software License Agreement is and shall be effective from the date of full execution and shall remain in force until terminated. You may terminate this Agreement at any time by notifying Caselle in writing and returning all copies and modifications of the Software within 30 days of such notification. Your License terminates automatically if you materially fail to comply with any terms or conditions of this Agreement and You must return all copies and modifications of the Software to Caselle or its agent within 30 days of receipt of written notification of such termination. For each day You retain the Software without a valid License You agree to pay Caselle \$100.

Attachment A – Caselle Software Distribution Agreement

Warranty

- a) Caselle warrants that it has sufficient right and title to the Software to grant You this License. For 1 year from the date of receipt of the Software ("Warranty Period"), Caselle also warrants the Software media to be free from defects in materials and workmanship under normal use, and Software operation will substantially conform to the specification published by Caselle. If an error or a defect in the Software or its media becomes apparent within the Warranty Period You must promptly notify Caselle, in writing, describing the defect. Upon confirming the error or defect Caselle will, at its exclusive option, repair or replace the item or refund the price paid for the defective item. Caselle does not warrant that the functions contained in the Software will meet Your requirements or that the operation of the Software will be uninterrupted or error free. The entire risk as to the results and performance of the Software is assumed by You. The warranty does not cover Software modified by anyone other than Caselle and problems with, or caused by, computer hardware or non-Caselle software.
- b) Caselle represents and warrants that the Software is Year 2000 compliant; that it shall not cause the system to crash on account of indefinite date or data fields; that it shall be fault-free in processing date and data (including, but not limited to, calculating, comparing and sequencing) prior to, through and beyond January 1, 2000, including any leap year calculations.

Disclaimers and Limitations of Remedies

- a) Except as specifically stated in this Agreement, the Software is Licensed "as is" without warranty of any kind, either express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Caselle be liable for any indirect, special or consequential damages, including, but not limited to, loss of anticipated profits, revenue or savings, arising from the use of or inability to use the Software or breach of any expressed or implied warranty, even if Caselle or its agent has been advised of the possibility of such damages. The maximum liability of Caselle for all damages from any claims shall not exceed the License fee for the Software.
- b) In the event that the parties are unable to resolve differences, which may arise relating to this Agreement, all disputes rising from this Agreement shall be resolved through binding arbitration in Utah. The arbitration shall be governed by the most recently published Commercial Arbitration Rules of the American Arbitration Association. Both parties agree to submit disputes to a single arbitrator acceptable to both parties. The arbitrator will be selected from a list compiled by the parties' respective legal counsels. Every person named on the list of potential arbitrators must be a neutral and impartial lawyer who has at least ten years specializing in the field of general commercial litigation and is knowledgeable about software. The arbitrator shall base its award on applicable law and judicial precedent and unless both parties agree otherwise shall include in such award the finding of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Additional Services

Support, Training and Data Conversion for the Software will be provided directly by Caselle, or its authorized agent, and are subject to separate agreements.

General

- a) The Warranty and Limitation of Remedies gives You specific legal rights. You may also have other rights, which vary from state to state, in which case the greater right will apply.
- b) This Agreement shall be governed and construed in accordance with the laws of the State of Utah and you hereby consent to the jurisdiction of State and Federal courts in Wisconsin. If any part of this Agreement violates applicable law, that part shall be deemed to be amended to the extent necessary to comply with the law.
- c) This Agreement constitutes the entire Agreement between Caselle and You and supersedes any prior Agreement or understanding, written or oral. Except as provided herein, this Agreement may not be amended or supplemented except in writing and properly executed by both parties.
- d) If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.
- e) All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.
- f) In the event that either party successfully takes legal action to enforce any provision of this Agreement the unsuccessful party shall pay full costs and expenses of such action, including reasonable attorney's fees.
- g) Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail.
- h) The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default.
- i) Neither party shall be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.

Attachment B – Support Agreement

CIVIC SUPPORT AGREEMENT

This Support Agreement is made by and between the VILLAGE OF SHOREWOOD HILLS (client), 810 Shorewood Blvd, Madison, WI 53705, and CIVIC SYSTEMS, LLC (Civic), Ten Terrace Court, Madison, Wisconsin 53707-7398.

TERMS AND CONDITIONS

1. DEFINITIONS

For purposes of this Civic Support Agreement, the subsequent capitalized terms will have the following meanings:

- A. "Client" – Will denote the Village of Shorewood Hills, WI.
- B. "Civic" – Will denote Civic Systems, LLC.
- C. "Services" – Will denote services related to software training, onsite implementation assistance, and conversion services, as more specifically set forth in the "Conversion Services" attached hereto as Attachment "B".
- D. "Software" – Will denote end user computer programs and modules purchased by the Client from Civic, as more specifically set forth in the "Cost Detail" attached hereto as Attachment "A".
- E. "Product" – Will denote any goods or services produced by a third-party entity other than Civic.

2. TERM

The initial term of this Support Agreement is for a period of 1 year(s) from the effective date. The effective date is defined as the date the first module is implemented and considered "live". Upon expiration of the initial term of the Support Agreement, it shall be deemed renewed with the same terms and conditions for further successive periods of one (1) year(s) unless either party has given the other party written notice not less than thirty (30) days prior to the expiration of the initial term or subsequent renewal term(s).

3. CHARGES

Civic will invoice client on the effective date and semi-annually thereafter. Invoices are sent in December for Support services rendered in the subsequent six (6) months for January through June. Invoices are sent in June for Support services rendered in the subsequent six (6) months for July through December. All invoices are due within 30 days of the invoice date. Invoices not paid within 30 days are subject to 1.5% interest per month or an annual interest rate of 18% per year. Civic will cease any and all Support services for any invoice not paid within 90 days until payment is made in full. Civic has the right to increase support charges at each anniversary or the effective date. Written notice of such increases shall be given to client not less than thirty (30) days before the anniversary of the effective date.

4. SERVICE HOURS

Civic will provide telephone and web support service five business days a week, from 8 AM to 5 PM Central Standard Time, excluding nationally recognized holidays. Annual support charges do not cover on-site support.

5. SERVICE NOTIFICATION

Client shall notify Civic of support tickets, by contacting Civic support and identifying the issue and symptoms. Notification may be made to Civic via telephone, web, e-mail or fax, as outlined below and in any of the methods outlined in the **SOFTWARE SUPPORT** section below.

Telephone: 608 240 2600
Toll-Free: 800 241 1517
Fax: 608 249 1050
E-mail: support@civicsystems.com
Website: <http://www.civicsystems.com>

Attachment B – Support Agreement

6. TERMINATION OF AGREEMENT

This Support Agreement may be terminated as outlined under the **TERM** section above. In addition, Civic or client shall terminate this agreement immediately upon written notice thereof to the other party, in the event the other party shall have breached a material provision of this Support Agreement, which breach shall not have been cured within a thirty (30) day period. If breach is not capable of being cured within such thirty (30) day period, this Support Agreement shall not be terminable so long as the party committing such breach shall have established to the reasonable satisfaction of the other party that it is using all diligent efforts to effect such cure.

This Support Agreement may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.

7. ASSIGNMENTS

Civic shall not assign, transfer or pledge this Support Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of client. A consent to assign shall be subject to such conditions and provisions as client may deem necessary, accomplished by execution of a form signed by client, Civic, and the assignee.

8. PLACE OF USE

The Customer shall provide a suitable, clean location for the installation and operation of the Product, including adequate surge protection on the electrical supply source.

9. RISK OF LOSS

This Support Agreement does not cover service, maintenance or repair necessitated by loss or damage resulting from any cause beyond the control of Civic, including, but not limited to loss or damage due to fire, water, lightning, earthquake, riot, unauthorized service or modifications, theft, or any other cause originating outside the Product.

10. PERFORMANCE

Civic shall exercise its best efforts in performing services covered under this Support Agreement, but shall not be liable for damages, direct or otherwise, for failure to perform services at a location deemed hazardous to health or safety or arising out of delays or failure in furnishing parts or services caused by Acts of God, Acts of Government, labor disputes or difficulties, failure of transportation or other causes beyond its control, or for any consequential damage whatsoever.

11. LIABILITY

Civic is only obligated to provide software support services for the most currently released version of the Software, and the immediately preceding version. Civic shall not be responsible, nor incur liability of any kind, nature or description to client, its agents or employees or any other firm or corporation, whether direct or consequential, in event of failure or fault in condition or operation of the Product or for errors of omission in the transmission or display of information arising from the actual or alleged use of operation of the Product.

Attachment B – Support Agreement

11. Warranty

- A. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement.
- B. Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Civic to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of client's information technology system upon which or related to which Civic provides Services under this Agreement.
- C. Civic represents and warrants that materials produced or used under this contract, including but not limited to software hardware, documentation, and/or any other item, do not and will not infringe upon any intellectual property rights of another, including without limitation patents, copyrights, trade secrets, trade names, and service marks and names.
- D. If a third party claim that the Software infringes upon any intellectual property rights of another which causes client's reasonable use of the software or other material supplied under this contract to be seriously endangered or disrupted, Civic shall promptly, without additional charge to client either procure for client the right to continue using the software or other material, or replace or modify that software or material so that it becomes non-infringing, provided that such replacement or modified software or material has the same functional characteristics as the infringing software or material. If none of the foregoing alternatives are possible even after Civic's best efforts, client shall have the right at its election, to terminate the license to the infringing software and Civic shall promptly refund to client all fees, costs, and charges paid by client to Civic for that software or material and any other software or material reasonably rendered ineffective as the result of said infringement.
- E. Civic warrants that any Services that it provides to client under this Agreement will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Civic's warranty will be for Civic, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee client paid for the Services that are in breach of Civic's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Civic's warranty are performed. This warranty is voided in the event that client makes alterations to the Services provided by Civic or to the environment in which Services are used (including the physical, network and systems environments). If client does not notify Civic of a breach of Civic's warranty during that 30-day period, client will be deemed to have irrevocably accepted the Services.
- F. Civic does not warrant any third-party product (each, a "Product"). All Products are provided to client by Civic "AS IS." Civic will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client acknowledges that no employee of Civic or any other party is authorized to make any representation or warranty on behalf of Civic that is not in this Agreement.

Attachment B – Support Agreement

12. LIMITATION ON LIABILITY

In no event will Civic's liability exceed the license fees, services, and support fees paid to date by the Customer to Civic. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. In no event shall either party be liable for ANY lost profits, LOST Business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages arising out of or related to this Agreement.

Customer will indemnify Civic, its parent company (Baker Tilly) and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services of this Agreement.

In the event Civic is requested by the Customer; or required by government regulation, subpoena, or other legal process to produce its engagement working papers or its personnel as witnesses with respect to its Services rendered for the Customer, so long as Civic is not a party to the proceeding in which the information is sought, Customer will reimburse Civic for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Civic will indemnify Customer against any damage or expense relating to bodily injury or death of any person or tangible damage to real and/or personal property incurred while Civic is performing the Services to the extent such damage is caused solely by the negligent acts or willful misconduct of Civic's personnel or agents in performing the Services.

Customer accepts and acknowledges that any legal proceedings arising from or in connection with the services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim.

13. DEFAULT

In the event of payment default by client, Civic shall be entitled to collect interest and collection costs, including court costs and reasonable attorney fees. In the event of default by the Customer in any term or condition herein, Civic may, at its option, refuse service or terminate its obligations under this Agreement.

14. FORCE MAJEURE

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

Attachment B – Support Agreement

15. NOTIFICATION

All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

- A. Actually received, or
- B. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party, or
- C. If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth below or
- D. Upon delivery by client of the notice to an authorized Civic representative while at client site.

The addresses of the parties to this Agreement are as follows:

Civic Systems, LLC
Ten Terrace Court
P.O. Box 7398
Madison, WI 53707-7398

Village of Shorewood Hills
810 Shorewood Blvd
Madison, WI 53705

16. WAIVER

This instrument contains the entire Agreement for support of the parties. It cannot be changed, altered or modified orally. All changes or modifications must be in writing by the parties hereto.

17. SOFTWARE SUPPORT

The customer will supply the conditions and data which caused the malfunction and help reproduce the failure. The following services are part of the Support Agreement:

- A. Telephone and Internet Support – Unlimited and reasonable telephone technical support is provided during the hours specified in the **Service Hours** section above. In addition, client has the ability to log support issues and search a knowledge base utilizing Civic’s customer support portal over the internet twenty-four (24) hours a day, seven (7) days a week. Technical support history, including issue and resolution, shall be available to client via the customer support portal over the internet for a period of three (3) years. Civic shall, on occasion, employ software tools that utilize the internet to troubleshoot technical support issues.
- B. Bug fixes and Updates – Civic shall provide client with all bug fixes and updates within twenty (20) days of receiving bug fixes and updates upon satisfactory software testing by Civic. Documentation communicating bug fixes, updates, and changes to the database schema shall be sent to client.
- C. Software Upgrades – Civic shall provide client with upgrades to the current platform when available. Civic shall provide client with all upgrades within thirty (30) days of satisfactory software testing by Civic. All relevant documentation communicating enhancements, changes to user manuals, changes to the database schema, etc. shall be sent to client.
- D. Trained Employees – Support will be provided to any employee that has completed formal training with Civic. Client shall notify Civic of any new employees requiring software support. New employees must schedule formal training with Civic at the current daily rate before support services are provided under the Support Agreement. If software support is required before training takes place, Civic will provide support as long as training has been scheduled with Civic

18. MISCELLANEOUS

This Support Agreement covers those services rendered for pre and post “go-live”.

RESOLUTION NO. R-2016-1

VILLAGE OF SHOREWOOD HILLS

A RESOLUTION APPROVING A TAX INCREMENT GRANT AGREEMENT
THE LODGE AT WALNUT GROVE II

RECITALS

1. The Village has started the process needed to create Tax Incremental Financing District No. 5 (the “District”), and desires to facilitate the redevelopment of certain property within the proposed District located at 4610 University Avenue (the “Property”); and
2. Flad Development & Investment Corp. (the “Developer”) wishes to construct a multi-family rental housing project consisting of 94 residential housing units (the “Project”).
3. Developer has requested tax increment grant funds from the Village to facilitate construction of the Project, including an affordable housing component of the Project.
4. The Village and Developer desire to enter into a tax increment grant agreement to facilitate the redevelopment of the Property consistent with the Project Plan for the proposed District, and to facilitate the development of affordable housing.
5. As an inducement to Developer to develop the Property and otherwise facilitate the Project, and in order to make the Project financially feasible and to implement the Project Plan, the Village finds it appropriate to provide tax increment development assistance for the Project as described in, and subject to the reservations contained in, the Tax Increment Grant Agreement attached as Exhibit A to this Resolution.
6. The Village Board finds that the Project and the fulfillment of the terms and conditions of the Tax Increment Tax Agreement are in the vital and best interests of the Village and its residents, by redeveloping underutilized property in the Village and implementing the Project Plan and the Comprehensive Plan, and creating to provide additional affordable housing in the Village.

RESOLUTION

The Tax Increment Grant Agreement between the Village of Shorewood Hills and Flad Development & Investment Corp. _____ attached as Exhibit A to this Resolution, is approved, and the Village President and Village Clerk are hereby authorized to execute the Agreement on the Village's behalf.

The above and foregoing resolution was duly adopted by the Village Board of the Village of Shorewood Hills at its meeting held on February 22, 2016, by a vote of _____ in favor, _____ opposed, and _____ not voting.

APPROVED:

By _____
Mark Sundquist, Village President

ATTEST:

Colleen Albrecht, Village Clerk

EXHIBIT A
TAX INCREMENT GRANT AGREEMENT

Village of Shorewood Hills
Lodge at Walnut Grove Phase II TID Agreement
Summary of Main Elements
February 22, 2016

1. Developer would redevelop the Pyare site in accordance with the plans the Village has approved. The Project would include 8 affordable housing units (3 one-bedroom units, 3 two-bedroom units, and 2 three-bedroom units. Compliance monitoring by WHEDA.
2. The Village would provide a developer-financed (“pay-as-you-go”) TIF grant totaling 4,494,816.00. The Village would issue a municipal revenue obligation (MRO) in the principal amount of 2,490,000.00, payable over the life of the TID, with interest at 5 percent. The MRO would be issued upon substantial completion of the project. The MRO may be prepaid by the Village.
3. The Village would advance funds from the Village general fund to the TIF Fund as needed to pay TIF administrative expenses.
4. Tax Increment generated by the District would be allocated as follows:
 - A. From 2017 to 2033:
 - (1) First to make scheduled payments on MRO.
 - (2) Second to the Village.
 - B. In 2034 through the end of the District:
 - (1) First to pay accrued and on-going Village administrative costs.
 - (2) Second to make scheduled payments on MRO.
 - (3) Anything left would be allocated to the Village.
5. Developer will grant easement for public use of sidewalks and playground. Developer will grant easement to the Lodge Phase I for reciprocal use of private streets.
6. Risk assessment.

Developer would assume the risk that tax increment will be too low to fully pay the MRO and Village administrative costs. In the last ten years of the TIF, the Village’s accrued and ongoing administrative costs would be paid before scheduled payments on Developer’s MRO.

TAX INCREMENT GRANT AGREEMENT

(Pyare Square Redevelopment /Lodge-Phase II)

THIS TAX INCREMENT GRANT AGREEMENT (the “Agreement”) is entered into as of _____, 2016 by and among the VILLAGE OF SHOREWOOD HILLS, Wisconsin, a Wisconsin municipal corporation (the “Village”) and FLAD DEVELOPMENT & INVESTMENT CORP., a Wisconsin corporation (the “Developer”).

RECITALS

WHEREAS, the Village intends to create Tax Incremental Financing District No. 5 (the “District”); and

WHEREAS, the Village desires to facilitate the redevelopment of certain property within the District located generally at 4610 University Avenue (the “Property”); and

WHEREAS, the Village intends to established the District to, among other things, make certain grants and incur certain project costs as described in, and subject to the reservations contained in this Agreement; and

WHEREAS, Developer intends to construct a multi-family rental housing project consisting of 94 residential housing units, subject to the requirements and reservations contained in this Agreement; and

WHEREAS, Developer has requested tax increment grant funds from the Village to facilitate construction of the Project, including an affordable housing component of the Project; and

WHEREAS, the Village and Developer desire to enter into a tax increment grant agreement to facilitate the redevelopment of the Property consistent with the Project Plan for the District, and to promote the development of affordable housing; and

WHEREAS, as an inducement to Developer to develop the Property and otherwise facilitate the Project, and in order to make the Project financially feasible and to implement the Project Plan, the Village finds it appropriate to provide tax increment development assistance for the Project as described in, and subject to the reservations contained in, this Agreement; and

WHEREAS, the Village finds and determines that unless the Village provides the development incentive assistance described in this Agreement, Developer will not construct the Project, and the Village will not accomplish the objectives of the Project Plan; and

WHEREAS, the Village finds that the Project and the fulfillment of the terms and conditions of this Agreement are in the vital and best interest of the Village and its residents, by redeveloping underutilized property in the Village and implementing the Project Plan and the Comprehensive Plan, and creating an opportunity to provide additional affordable housing; and

WHEREAS, the Village Board on _____, 2016, approved this Agreement and authorized the Village, through its duly authorized officials and agents, to execute this Agreement; and

WHEREAS, Developer approved and authorized the execution of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, and the mutual promises, obligations and benefits provided hereunder, the receipt and adequacy of which are hereby acknowledged, Developer and the Village agree as follows:

A. DEFINITIONS. As used in this Agreement, the following terms, when having an initial capital letter, shall mean:

1. Actual Tax Increment. The actual cash flow received by the Village from the tax increment generated by the District pursuant to Wis. Stat. § 66.1105. For purposes of calculating the Actual Tax Increment, the base value for the Property shall be \$3,750,000.

2. Excess Tax Increment. Through calendar year 2033, “Excess Tax Increment” shall mean the Actual Tax Increment as defined herein. Beginning in calendar year 2034 and continuing until the termination of the District, “Excess Tax Increment” shall mean the Actual Tax Increment remaining each year after (1) the Village pays itself one-tenth of the 17 Year Administrative Costs (as defined in Section C.5 below); and (2) the Village pays its Ongoing Administrative Expenses for the prior year.

3. District. Village of Shorewood Hills Tax Increment District No. 5.

4. Project. A multi-family housing project consisting of 94 residential housing units constructed in accordance with the General Development Plan.

5. General Development Plan. The General Development Plan and Specific Development Plan for the Property approved by the Village Board on November 16, 2015 and any approved amendments thereto.

6. Property. The lands shown as “Lot 1” on the unrecorded Certified Survey Map attached as Attachment A.

7. Village Fire and EMS Payment. The payment the Village is required to make to the City of Madison each year for fire protection and emergency medical service, pursuant to Section 4 of the Fire Protection and Emergency Medical Service Agreement Between the City of Madison and the Village of Shorewood Hills, signed by Village President Mark Sundquist on August 19, 2013 and Mayor Paul Soglin on September 17, 2013, and as that agreement may be amended from time to time.

B. CONTINGENCIES. This Agreement is expressly contingent upon each of the following conditions being met before December 31, 2016. In the event that a condition is not met prior to December 31, 2016, the parties shall have the right to terminate this Agreement.

1. The full and final approval of the District pursuant to Wis. Stat. § 66.1105 and the inclusion of the Project as an eligible project cost in the Project Plan for the District.

2. Developer, the Village, and the Wisconsin Housing and Economic Development Authority (“WHEDA”) entering into an agreement in a form substantially similar to Attachment B under which WHEDA assumes responsibility for monitoring compliance with the Land Use Restriction Agreement.

3. Developer or its assigns, acquiring the Property.

C. DEVELOPER OBLIGATIONS.

1. Construct the Project. Developer shall use good faith efforts to commence construction of the Project within 120 days after the date of this Agreement and to substantially complete the Project within 15 months from the date of commencement.

2. Tax Agreement. Within 30 days after this execution of this Agreement, Developer shall execute and record a Tax Agreement that is not subordinate to any lien against the Property, in the form attached as Attachment E.

3. Land Use Restriction Agreement. Within 30 days after the execution of this Agreement, Developer and the Village shall execute and record a Land Use Restriction Agreement that is not subordinate to any lien against the Property. The Land Use Restriction Agreement shall be in substantially the same form as Attachment F.

4. Affordable Housing Units. The Village requires the Project to include a total of eight Affordable Units (as defined in the Land Use Restriction Agreement) as follows:

(a) Except as otherwise provided in Section 2.1 of the Land Use Restriction Agreement attached as Attachment F, the Project’s southern building shall include not fewer than 2 one-bedroom Affordable Housing units, 1 two-bedroom Affordable Housing unit, and 2 three-bedroom Affordable Units.

(b) Except as otherwise provided in Section 2.1 of the Land Use Restriction Agreement attached as Attachment F, the Project's northern building shall include not fewer than 2 two-bedroom Affordable Units and 1 one-bedroom Affordable Unit.

(c) Equal Opportunity. Developer shall advertise the Affordable Housing units in a manner designed to reach persons of diverse financial, racial and ethnic populations. Developer shall market and advertise the Affordable Units in accordance with the marketing and advertising plan attached as Attachment G, or as modifications to such plan may be approved by the Village. Developer shall comply with all federal, state and local laws and regulations prohibiting discrimination in renting housing units.

5. Payment of Village Administrative Costs.

(a) Initial Administrative Costs. Developer shall reimburse the Village for fifty (50%) percent of all costs ("Initial Administrative Costs") that have been and may be incurred by the Village through the date of the execution of this Agreement, for services performed by or on behalf of the Village in conjunction with the Project, including but not limited to attorneys fees, engineering fees, planning and financial consulting fees, and publication costs. Developer acknowledges that Administrative Costs have been and may be incurred in connection with, among other things, processing Developer's application to rezone the Property, processing Developer's application for approval of a certified survey map of the Property, creating the District, processing Developer's request for a tax increment grant, and negotiating and preparing this Agreement and the attachments hereto. Consulting, engineering, and legal fees shall be the actual costs to the Village on the basis of submitted invoices. Bills shall be considered delivered upon personal delivery or mailing to Developer. Developer shall pay the Initial Administrative Costs within thirty (30) days of the time when the Village delivers its bill.

(b) Ongoing Administrative Costs. Following the execution of this Agreement and through calendar year 2033, the Village shall fund the costs for services performed by or on behalf of the Village in conjunction with the Project, including but not limited to Village staff time, attorneys fees, engineering fees, planning and financial consulting fees, and publication costs, all not to exceed the sum of \$10,000 per year ("Ongoing Administrative Costs"). At or before the end of calendar year 2033, the Village shall report to Developer the total amount of the Village's Ongoing Administrative Costs through 2033. ("17 Year Administrative Costs"). If sufficient increment is generated before calendar year 2034 such that the Village has paid Ongoing Administrative Costs from the increment remaining after the payment to Developer on the Municipal Revenue Obligation, then the Village shall not include any amounts previously paid from the increment in the calculation of the 17 Year Administrative Costs.

(c) Ongoing Administrative Costs. At or before the end of calendar year 2034 and for each subsequent calendar year the Village shall total and report to Developer its Ongoing Administrative Costs for that year.

(d) Professional Consultants. Developer acknowledges and understands that the legal, engineering, planning and other professional consultants retained by the Village are acting exclusively on behalf of the Village and not Developer.

6. Contribution to Village Fire and EMS Payment. Developer shall contribute to the Village Fire and EMS Payments the Village is required to pay to the City of Madison, beginning with the Village Fire and EMS Payment in 2018, and ending with the Village Fire and EMS Payment in the last year the District exists. Prior to December 31, 2017, and prior to each December 31 thereafter during the life of the District, the Village shall notify Developer in writing of the amount of the Village Fire and EMS Payment for the following year, and of the amount of Developer's contribution to the Village Fire and EMS Payment for the following year. Developer's contribution for a given year shall be the difference between the following:

(a) The actual Village Fire and EMS payment for the given year; and

(b) The amount the Village Fire and EMS payment would have been for the given year if the Value Increment and population attributed to the Property were not included in calculating the Village Fire and EMS Payment for that year. For the purpose of this Section "Value Increment" means assessed value of the Property, as shown on the tax bill, in the current year minus the assessed value of the Property in the year the District was created. The population of the Property shall be the monthly average number of people residing on the Property during the applicable year. Developer shall report the population of the Property to the Village for a given year by December 15 of that year. Upon the Village's request, Developer shall provide documentation supporting the reported population of the Property.

One-half of Developer's contribution for a given year shall be paid to the Village by May 1 of the given year, and Developer's contribution shall be paid to the Village in full by September 1 of the given year.

D. CERTIFIED SURVEY MAP, PUBLIC USE AND EASEMENTS.

1. Certified Survey Map. Developer shall record a certified survey map in substantially the same form attached as Attachment A.

2. Cross Easement Agreement. After a certified survey map conforming substantially to Attachment A is recorded, Developer shall execute and record a cross easement agreement, in substantially the same form as Attachment C, signed by Developer and the owner of the Lodge Phase I property allowing for pedestrian and vehicular use of private drives on the Property and The Lodge Phase I property.

3. Sidewalk and Playground Easement. Developer shall complete the playground area and install the approved equipment as referenced in the General Development Plan. Developer shall execute and record an easement agreement in favor of the Village, in substantially the same form as Attachment H, allowing for Village use of the sidewalks and playground areas to be constructed on the Property.

4. Bike Station. Developer shall complete the Bike Station and install the approved equipment as referenced in the General Development Plan. Upon completion of the Bike Station, the Bike Station shall be Village property.

5. Lease Termination. No later than August 31, 2017, the Village shall terminate the lease agreement regarding Locust Drive entered into by the Village and Lee & Lee Limited Partnership on October 1, 2000.

E. DEVELOPMENT INCENTIVE GRANT – MUNICIPAL REVENUE OBLIGATION.

Not earlier than 30 days prior to the completion of and the issuance of occupancy permits for all housing units within the Project, Developer shall provide to the Village a written request for issuance of a Municipal Revenue Obligation. Within forty-five days after submittal of the written request for issuance of the Municipal Revenue Obligation, or within 30 days after the condition described above has been satisfied, whichever is later, the Village shall issue a Municipal Revenue Obligation to Developer. The principal amount of the Municipal Revenue Obligation shall be Two Million Four Hundred Ninety Thousand Dollars (\$2,490,000). The Municipal Revenue Obligation shall be in the form attached hereto as Attachment D, under the following terms and conditions:

1. The Municipal Revenue Obligation shall bear interest at an annual rate of five (5%) percent. Interest shall begin to accrue on the Municipal Revenue Obligation on the date on which the Municipal Revenue Obligation is issued.

2. Any payment on the Municipal Revenue Obligation which is due on any Payment Date shall be payable only in amounts up to but not in excess of the Excess Tax Increment the Village has received as of such Payment Date and has been appropriated by the Village Board to payment of the Municipal Revenue Obligation.

3. For purposes of the Municipal Revenue Obligation, a "Payment Date" shall mean each of the Scheduled Payment Dates set forth on a schedule to be prepared by the Village and attached to the Municipal Revenue Obligation when issued. The scheduled payment dates shall be prepared such that the payments on the Municipal Revenue Obligation are amortized over the remaining number of years that tax increment generated by the District may lawfully be allocated to make payments on the Municipal Revenue Obligation. On each of the Payment Dates, the Village shall make a payment of principal and interest on the Municipal Revenue Obligation to Developer, up to the Scheduled Payment Amount, but not in excess of the Excess Tax Increment the Village has received, shown on the schedule attached to the Municipal Revenue Obligation, together with such

additional amounts, if any, deferred from prior years as may be payable on the Payment Date as provided under the terms of the Municipal Revenue Obligation, that has been appropriated for that purpose by the Village Board in accordance with the requirements for revenue obligations.

4. The Village covenants and agrees that Excess Tax Increment held by the Village as of a given Payment Date shall not be appropriated for any other use, if not appropriated for the Municipal Revenue Obligation due as of such Payment Date, until the Village has paid the Municipal Revenue Obligation payment due on the Payment Date in that year (including the Scheduled Payment Amount plus any additional amounts deferred from prior years and payable on that Payment Date), or until said Municipal Revenue Obligation has been paid. The District shall not be terminated until the Municipal Revenue Obligation has been paid in full, or until the District must be terminated by law, whichever first occurs. The Village further covenants and agrees that: (a) its staff will include payments on the Municipal Revenue Obligation to be made each year in its annual budget as submitted to Village's Board for approval, and further covenants that its staff will request the necessary appropriation from the Board for the full amount of the Excess Tax Increment to be generated that year; (b) if the Village's proposed annual budget does not in any year provide for appropriation of amounts sufficient to make the payments due on the Municipal Revenue Obligation in the full amount of the Excess Tax Increment in that year, the Village will notify Developer of that fact prior to the date the budget is presented to the Board for final approval; provided, however that failure by the Village to provide such notice do not otherwise obligate the Village to make the payment on the Municipal Revenue Obligation in the full amount of the Excess Tax Increment.

5. Developer may assign the Municipal Revenue Obligation to any lender providing financing to the Project, or to a successor owner of the Project, and upon notice of such assignment, the Village shall pay directly to such lender or successor the Scheduled Payment Amounts due on account on the Municipal Revenue Obligation.

6. If the Land Use Restriction Agreement attached as Attachment F terminates early due to foreclosure or transfer of title by deed-in-lieu of foreclosure, pursuant to Section 4.2 of the Land Use Restriction Agreement, then the Village's obligation to make further payments under the Municipal Revenue Obligation shall also terminate, effective as of the date of early termination of the Land Use Restriction Agreement.

F. ECONOMIC PERFORMANCE LOOK-BACK.

1. Generally. The financial assistance to Developer under this Agreement is based on certain assumptions regarding likely costs and expenses associated with constructing and operating the Project. The Village and Developer agree that those assumptions will be reviewed at the times described in this Section, and that the amount of the development incentive grant provided under Section E of this Agreement may be adjusted accordingly.

2. Baseline Projections. Developer has submitted to the Village a pro forma financial statement (the “Developer’s Projection” attached as Attachment I¹ hereto) projecting the Project’s net operating income. Developer’s Projection projects that Developer will have cumulative net operating income totaling \$7,948,436 by the end of Year 7. Developer’s Projection projects that Developer will have cumulative net operating income totaling \$19,093,850 by the end of Year 15.

3. Seven Year Lookback. On or before March 15, 2024, Developer shall submit to the Village updated financial information certified by Developer as true and correct and calculated in substantially the same form as Developer’s projections as described in Section F.2. above, showing Developer’s Actual Income and Actual Expenses for Year 1 to Year 7. “Actual Income” shall be the sum of residential rents, municipal revenue obligation payments received, and underground parking payments received. “Actual Expenses” shall be the sum of residential operating expenses, property taxes, residential vacancy losses, and Contribution to Village Fire and EMS Payment (which for the purposes of Developer’s projections was assumed to be zero). Developer agrees to provide the Village supporting documentation for the financial data, upon request.

(a) The amount by which Developer’s cumulative net operating income for Year 1 to Year 7 exceeds \$_____ will be considered “Excess Income.” If the Village determines that there is Excess Income, then the outstanding principal amount of the Municipal Revenue Obligation shall be reduced by an amount equal to fifty percent (50%) of the Excess Income.

4. Fifteen Year Lookback. On or before March 15, 2023, Developer shall submit to the Village updated financial information certified by Developer as true and correct and calculated in substantially the same form as Developer’s projections as described in Section F.2. above showing Developer’s Actual Income and Actual Expenses for Year 1 to Year 15. “Actual Income” shall be the sum of residential rents, municipal revenue obligation payments received, and underground parking payments received. “Actual Expenses” shall be the sum of residential operating expenses, property taxes, residential vacancy losses, and Contribution to Village Fire and EMS Payment (which for the purposes of Developer’s projections was assumed to be zero). Developer agrees to provide the Village supporting documentation for the financial data, upon request.

(a) The amount by which Developer’s cumulative net operating income for Year 1 to Year 15 exceeds \$_____ will be considered “Excess Income.” If the Village determines that there is Excess Income, then the outstanding principal amount of the Municipal Revenue Obligation shall be reduced by an amount equal to fifty percent (50%) of the Excess Income.

¹ The Developer and the Village acknowledge that Attachment I was created on behalf of the Developer and its attachment to this Agreement is meant only to provide the baseline cumulative net operating income for this Article F. The line item “TIF Rebate” is not intended to state the agreed upon amount of Scheduled Payments under the Municipal Revenue Obligation or otherwise reflect the Agreement between the Village and Developer regarding the amount of tax increment that will be paid to Developer.

5. Repayment. If at any time the Village finds Excess Income as provided in Paragraph F.3. or F.4. above, but the Municipal Revenue Obligation has been fully paid to Developer, Developer shall reimburse the Village for the Excess Income as calculated in Paragraph F.3 or F.4. above, provided, however, that this reimbursement shall not exceed the original principal amount of the Municipal Revenue Obligation.

G. REPRESENTATIONS AND WARRANTIES.

Developer warrants that Developer's execution, delivery and performance of this Agreement has been duly authorized and do not conflict with, result in a violation of, or constitute a default under any provision of Developer's articles of organization or membership agreements, or any agreement or other instrument binding upon Developer, or any law, governmental regulation, court decree, or order applicable to Developer or to the Property.

H. GENERAL CONDITIONS.

1. No Vested Rights Granted. Except as provided by law, or as expressly provided in this Agreement, Developer shall have no vested right to develop the Project by virtue of this Agreement. Nor does the Village warrant that Developer is entitled to any other approvals required for development of the Property or construction of the Project as a result of this Agreement.

2. No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by the Village and Developer, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults. Any party's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by another party hereto.

3. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by the Village and Developer.

4. Remedies upon Default. A default is defined herein as a party's breach of, or failure to comply with, the terms of this Agreement and the failure to cure such breach within thirty (30) days after the date of written notice from the non-defaulting party. The parties reserve all remedies at law or in equity necessary to cure any default or remedy any damages or losses under this Agreement. Rights and remedies are cumulative, and the exercise of one or more rights or remedies shall not preclude the exercise of other rights or remedies.

5. Entire Agreement/Appendices Incorporated. This written Agreement and the attachments hereto shall constitute the entire Agreement between Developer and the Village as of the date hereof.

6. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the invalid part, term, or provision was never part of the Agreement.

7. Assignment. By written notice to the Village, Developer shall have the right to assign some or all of its obligations hereunder to Pyare Lodge, LLC, or such other entity as may take title to the Property.

8. Binding Effect. The obligations of each party under this Agreement shall be binding on its successors and assigns and shall inure to the benefit of the other party and its successors and assigns.

9. Immunity. Nothing contained in this Agreement constitutes a waiver of the Village's sovereign immunity under applicable law.

10. Notice. Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing, or faxed, as follows:

To Developer: Mr. John J. Flad
Flad Development and Investment Corp.
3330 University Avenue, Suite 206
Madison, WI 53705

With a copy to: Katherine R. Rist
Foley & Lardner LLP
150 East Gilman Street, Suite 5000
Madison, WI 53703-1482

To the Village: Village Administrator
Village of Shorewood Hills
810 Shorewood Boulevard
Madison, WI 53705
Fax: 608/266-5929

With a copy to: Matthew P. Dregne
Stafford Rosenbaum LLP
222 West Washington Avenue, Suite 900
P.O. Box 1784
Fax: 608/259-2600
Email: mdregne@staffordlaw.com

11. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by any party arising out of this Agreement shall be deemed to be proper only if such action is commenced in Circuit Court for Dane County unless it is

determined that such Court lacks jurisdiction. Developer hereby consents to personal jurisdiction in Dane County. Developer also expressly waives the right to bring such action in, or to remove such action to, any other court whether state or federal, unless it is determined that the Circuit Court for Dane County lacks jurisdiction.

12. Ratification. Developer hereby approves and ratifies all actions taken to date by the Village, and its officers, employees and agents in connection with the District, and in connection with the zoning and other approvals relating to the Property and the Project.

13. Compliance with Laws. Developer shall comply with all federal, state and local laws with respect to the Project, including but not limited to laws governing building and construction, the environment, nondiscrimination, and employment and contracting practices, to the extent they are applicable.

14. No Partnership. The Village does not, in any way or for any purpose, become a partner, employer, principal, agent or joint venturer of or with Developer.

15. Good Faith. All parties to this Agreement shall exercise good faith in performing any obligation that party has assumed under the terms of this Agreement including, but not limited to, the performance of obligations that require the exercise of discretion and judgment.

16. Applicable Law. This Agreement shall be construed under the laws of the state of Wisconsin.

17. No Private Right or Cause of Action. Nothing in this Agreement shall be interpreted or construed to create any private right or any private cause of action by or on behalf of any person not a party hereto.

18. Effective Date. This Agreement shall be effective as of the date and year first written above.

19. Construction of Agreement. Each party participated fully in the drafting of each and every part of this Agreement. This Agreement shall not be construed strictly in favor of or against any party. It shall be construed simply and fairly to each party.

20. Counterparts. This Agreement may be executed in one or more counterpart copies, each of which so executed, irrespective of the date of execution and delivery, which may be by facsimile, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date first set forth above, and by so signing this Agreement, certify that they have been duly authorized by their respective entities to execute this Agreement on their behalf.

VILLAGE:

VILLAGE OF SHOREWOOD HILLS
Dane County, Wisconsin

By: _____
Mark Sundquist, Village President

ATTEST:

Colleen Albrecht, Village Clerk

DEVELOPER:

FLAD DEVELOPMENT & INVESTMENT CORP.

By: _____
John J. Flad, President

Approved as to Form:

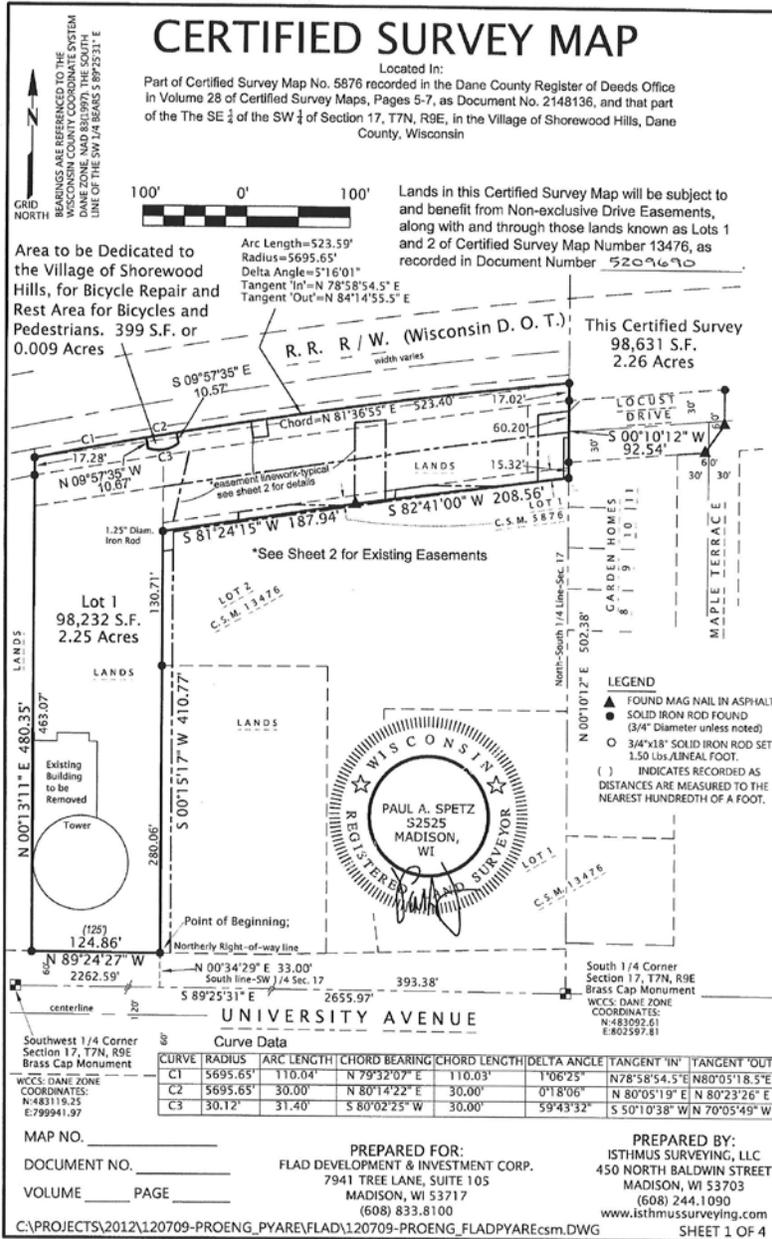
Matthew P. Dregne, Village Attorney

Attachments:

- A - Unrecorded Certified Survey Map
- B - Compliance Monitoring Agreement
- C - Easement Agreement
- D - Form of Municipal Revenue Obligation
- E - Form of Tax Agreement
- F - Form of Land Use Restriction Agreement
- G - Approved Marketing Plan
- H - Village Easement Agreement
- I - Developer's Market Rate Projection

ATTACHMENT A UNRECORDED CERTIFIED SURVEY MAP

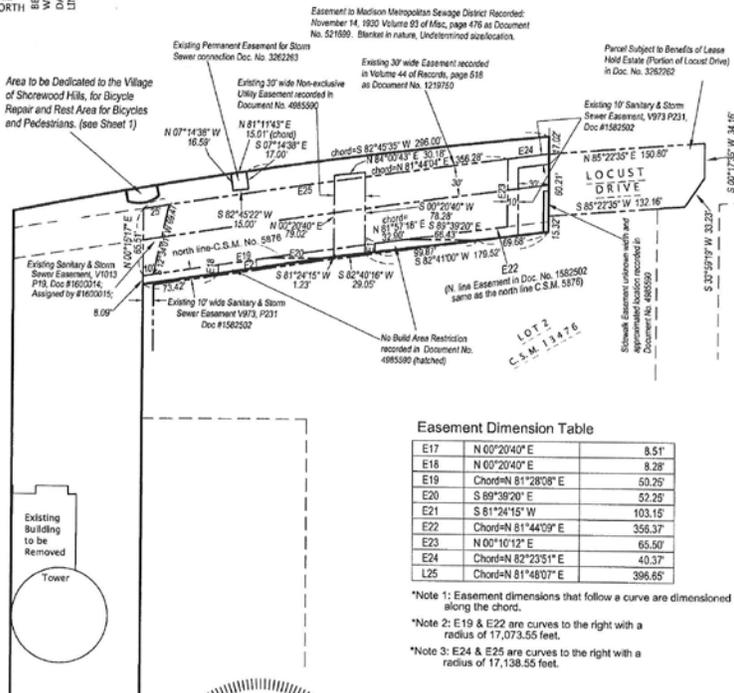
ATTACHMENT "A"



CERTIFIED SURVEY MAP

Located In:
 Part of Certified Survey Map No. 5876 recorded in the Dane County Register of Deeds Office in Volume 28 of Certified Survey Maps, Pages 5-7, as Document No. 2148136, and that part of the The SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 17, T7N, R9E, in the Village of Shorewood Hills, Dane County, Wisconsin

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM
 THE NORTH LINE OF THE SW $\frac{1}{4}$ BEARS S 89° 23' 11" E
 CRID NORTH



Easement Dimension Table

E17	N 00°20'40" E	8.51
E18	N 00°20'40" E	8.28
E19	Chord-N 81°28'08" E	50.25
E20	S 89°38'20" E	52.25
E21	S 81°24'15" W	103.15
E22	Chord-N 81°44'09" E	356.37
E23	N 00°10'12" E	65.50
E24	Chord-N 82°23'51" E	40.37
L25	Chord-N 81°48'07" E	396.65

*Note 1: Easement dimensions that follow a curve are dimensioned along the chord.
 *Note 2: E19 & E22 are curves to the right with a radius of 17,073.55 feet.
 *Note 3: E24 & E25 are curves to the right with a radius of 17,138.55 feet.



MAP NO. _____ SURVEYED FOR: FLAD DEVELOPMENT & INVESTMENT CORP. SURVEYED BY: ISTHMUS SURVEYING, LLC
 DOCUMENT NO. _____ 7941 TREE LANE, SUITE 105 450 NORTH BALDWIN STREET
 VOLUME _____ PAGE _____ MADISON, WI 53717 (608) 833.8100 MADISON, WI 53703 (608) 244.1090
 www.isthmussurveying.com

CERTIFIED SURVEY MAP

Located In:
Part of Certified Survey Map No. 5876 recorded in the Dane County Register of Deeds Office in Volume 28 of Certified Survey Maps, Pages 5-7, as Document No. 2148136, and that part of the The SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 17, T7N, R9E, in the Village of Shorewood Hills, Dane County, Wisconsin

I, Paul A. Spetz, Registered Land Surveyor for Isthmus Surveying LLC, hereby certify: that under the direction of John J. Flad, President of Flad Development & Investment Corp., owners of said land, I have surveyed, and mapped the following parcel of land:

Measured Legal Description: Wisconsin County Coordinate System (Dane County Zone)

That Part of Lot 1 and Lot 2 of Certified Survey Map 5876, recorded in Vol.28 of Certified Survey Maps, page 5, as Document No. 2148136, in the Village of Shorewood Hills, Dane County, Wisconsin, as conveyed in Warranty Deed recorded as Doc. No. 3254276, and a portion of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 17, T7N, R9E, in the Village of Shorewood Hills, Dane County, Wisconsin, more particularly described as follows:

Commencing at the South $\frac{1}{4}$ Corner of Section 17, T7N, R9E, said point marked by a Dane County Concrete Monument with Brass Cap, said monument lies S 89°25'31" E, 2655.97 feet from the SW $\frac{1}{4}$ Corner of Said Section 17 (also marked by a Dane County Concrete Monument with Brass Cap); thence N 89°25'31" W, along the south line of the SW $\frac{1}{4}$ of said Section 17, 393.38 feet; thence N 00°34'29" E, along a random line, 33.00 feet to a point on the northerly right-of-way line of University Avenue, said point also being the POINT OF BEGINNING of this description.

thence N 89°24'27" W, along the northerly right-of-way line of University Avenue, 124.86 feet;
thence N 00°13'11" E, 480.35 feet to a point on the southerly right-of-way line of a Wisconsin Department of Transportation Railroad Right-of-way;
thence 523.59 feet along the southerly right-of-way line of said Railroad Right-of-way line on a arc of a 5695.65 radius curve to the right with a chord bearing, N 81°36'55" E, 523.40 feet, and a delta angle of 05°16'01", to a point on the North-South $\frac{1}{4}$ line of said Section 17, T7N, R9E;
thence S 00°10'12" W, along said North-South $\frac{1}{4}$ line, 92.54 feet to a point being the Northeasterly platted boundary corner of Lot 2, Certified Survey Map No. 13476;
thence S 82°41'00" W, along the northerly platted boundary line of Lot 2, Certified Survey Map No. 13476 as recorded in Volume 87, pp. 323-325 of C.S.M.'s, as Document No. 4972334, 208.56 feet;
thence S 81°24'15" W, along a northerly platted boundary line of said Lot 2, Certified Survey Map No. 13476, 187.94 feet;
thence S 00°15'17" W, 410.77 feet to the POINT OF BEGINNING.

This Description Contains,

I further certify that the map on sheet one (1) is a correct representation of the exterior boundaries of the land surveyed and that I have fully complied with the provisions of Chapter 236.34 of the State Statutes and the Land Division Ordinance of the Village of Shorewood Hills in surveying, dividing, and mapping the same.

Dated this _____ day of _____, 2016: Paul A. Spetz, S 2525



MAP NO. _____
DOCUMENT NO. _____
VOLUME _____ PAGE _____

SURVEYED FOR:
FLAD DEVELOPMENT & INVESTMENT CORP.
7941 TREE LANE, SUITE 105
MADISON, WI 53717
(608) 833.8100

SURVEYED BY:
ISTHMUS SURVEYING, LLC
450 NORTH BALDWIN STREET
MADISON, WI 53703
(608) 244.1090
www.isthmussurveying.com

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SHEET 3 OF 4

CERTIFIED SURVEY MAP

Located In:
Part of Certified Survey Map No. 5876 recorded in the Dane County Register of Deeds Office
in Volume 28 of Certified Survey Maps, Pages 5-7, as Document No. 2148136, and that part
of the The SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 17, T7N, R9E, in the Village of Shorewood Hills, Dane
County, Wisconsin

OWNERS CERTIFICATE:

I, John J. Flad, President of Flad Development & Investment Corp., owners, hereby certify that we have caused the land described on this Certified Survey Map to be surveyed, and mapped as represented on the Map hereon. I further certify that this Certified Survey Map is required by Chapter 236.34 of the State Statutes and to be submitted to the Village of Shorewood Hills for approval. Witness the hand and seal of said owner this _____ day of _____, 2016.

By: _____
John J. Flad, President
Flad Development & Investment Corp.

State of Wisconsin)
County of Dane)ss

Personally came before me this _____ day of _____, 2016, the above named John J. Flad, President of Flad Development & Investment Corp., to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My Commission expires: _____
Notary Public, State of Wisconsin

Shorewood Hills Village Board Resolution:

"RESOLVED, that this Certified Survey Map, being part of Lot 1, of C.S.M. 5876, and that part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 17, T7N, R9E, in the Village of Shorewood Hills, Dane County, Wisconsin, having been approved by the Plan Commission, be and the same is hereby approved."

As Village Clerk of the Village of Shorewood Hills, Dane County, Wisconsin, I hereby certify that I am the duly appointed, qualified and acting Village Clerk of the Village of Shorewood Hills and that this Certified Survey Map was approved by the Village of Shorewood Hills, Dane County, Wisconsin and further certify that the conditions of said approval were fulfilled on this day of _____, 2016.

Resolution No. _____

Signed: _____
Village Clerk, Village of Shorewood Hills

Shorewood Hills Village Clerk Certificate:

As Village Clerk of the Village of Shorewood Hills, Dane County, Wisconsin, I hereby certify that there are no unpaid taxes or unpaid special assessments on the lands contained in this Certified Survey Map.

Signed: _____
Village Clerk, Village of Shorewood Hills



REGISTER OF DEEDS CERTIFICATE

Received for recording on this _____ day of _____, 2016, at _____ o'clock _____ m. and recorded in recorded in Volume _____ of Certified Survey Maps on pages _____.

Kristi Chlebowski, Dane County Register of Deeds

MAP NO. _____
DOCUMENT NO. _____
VOLUME _____ PAGE _____

SURVEYED FOR:
FLAD DEVELOPMENT & INVESTMENT CORP.
7941 TREE LANE, SUITE 105
MADISON, WI 53717
(608) 833.8100

SURVEYED BY:
ISTHMUS SURVEYING, LLC
450 NORTH BALDWIN STREET
MADISON, WI 53703
(608) 244.1090
www.isthmussurveying.com

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SHEET 4 OF 4

ATTACHMENT B
COMPLIANCE MONITORING AGREEMENT

COMPLIANCE MONITORING AGREEMENT

THIS COMPLIANCE MONITORING AGREEMENT (the “**Agreement**”) is made as of the ____ day of _____, 2016 (the “**Effective Date**”), by and between the Village of Shorewood Hills, a Wisconsin Municipal Corporation, 810 Shorewood Boulevard, Madison, WI 53705 (the “**Village**”), Pyare Lodge, LLC, a Wisconsin Limited Liability Company, 3330 University Avenue, Suite 206, Madison, WI 53705 (the “**Owner**”), and the Wisconsin Housing and Economic Development Authority, a Wisconsin public body corporate and politic, 201 W. Washington Avenue, Suite 700, P.O. Box 1728, Madison, WI 53701-1728 (the “**Authority**”).

W I T N E S S E T H:

WHEREAS, Owner intends to construct a multi-unit mixed-use development in the Village (the “**Development**”) which Development shall have 94 residential apartment units; and

WHEREAS, the Village and Owner have entered into a Land Use Restriction Agreement, a copy of which is attached hereto as Exhibit “A”, and incorporated herein by reference (the “**LURA**”); and

WHEREAS, the Village and Owner have requested that the Authority monitor compliance by the Owner with the terms, covenants and conditions of the LURA, and the Authority is willing to do so in accordance with the terms of this Agreement.

NOW, THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1) Purpose of LURA. Developer has agreed with the Village that Developer shall subject not less than eight affordable housing units (collectively the “**Set Aside Units**”), to the occupancy and rent restrictions set forth in Sections 2.1, 2.2 of the LURA (the “**Set Aside Requirements**”), on a voluntary basis, so as to provide affordable housing in the Village for the term specified in Article 4 of the LURA.

2) Term. The term of this Agreement shall be equal to the term of the LURA, and this Agreement shall terminate at such time as Owner's obligations under the LURA shall terminate. Notwithstanding the foregoing, if in the future the Authority no longer administers the federal Low Income Housing Tax Credits (“**LIHTC**”) for the State of Wisconsin, the Authority may terminate this Agreement upon written notice to Owner and the Village.

3) Compliance Requirements. On an annual basis, Owner shall provide to the

Village and the Authority a certification (the “**Annual Certification**”) certifying as to the following matters:

A. The minimum Set Aside Requirements described in paragraph (1) above and the LURA, have been met for the term of the certification period.

B. An annual resident income certification on forms acceptable to the Authority has been received from each resident of a Set Aside Unit. Owner has obtained documentation to support the resident income certification, and such documentation remains in the possession of Owner.

C. That during the period of such Annual Certification, the Gross Rent for Affordable Units was in compliance with Section 2.2 of the LURA.

D. The identity of each qualifying Set Aside Unit in the Development for the period covered by the Annual Certification.

E. That during the period of such Annual Certification, there has been no finding of discrimination with respect to the Development under federal, state or local fair housing laws.

F. That the Development and each Set Aside Unit in the Development, have been issued occupancy permits which are not revoked, and that each Set Aside Unit complies with applicable health, safety, accessibility and building codes and regulations. The Owner shall further certify that the Village has not issued any notices for violation of health, safety or building code matters with respect to the Development or any Set Aside Unit in the Development.

G. That all facilities in the Development open and available to residents are open and available to all residents, on a comparable basis, without a separate fee being charged, or if a fee is charged the fee is applicable to all residents on an equal basis.

H. The Owner shall certify that reasonable attempts were made to rent Set Aside Units in the Development meeting the Set Aside Requirements to residents having a qualifying income if such Set Aside Units became vacant during the Annual Certification period.

I. The Annual Certification shall describe any changes in ownership or management of the Development during the applicable period.

J. Owner shall provide any additional certifications reasonably requested by the Authority, or otherwise required under the then-current version of the Authority's Affordable Housing Tax Credit Compliance Manual.

4) Records and Inspections. Owner shall maintain all records relating to the Set Aside Units, including resident income certifications and documentation of rental charges, for a period of not less than three (3) complete calendar years after the date of such records. Upon reasonable notice to Owner, either the Authority or Village may inspect the Owner's books or records relating to the Set Aside Units and any statement of facts contained in any Annual Certification. The Authority or Village may physically inspect the Development in order to verify any of the factual matters set forth in the Annual Certification at any time during the term hereof upon reasonable notice to Owner, but not more frequently than one (1) time per year unless a breach of this Agreement or the LURA is alleged to have occurred. The Authority agrees to physically inspect the Development at least one time during every three (3)-year period of the term of this Agreement.

5) Compliance Monitoring Standard. Notwithstanding anything to the contrary in the LURA, the Authority shall inspect the Development as if it is a LIHTC property, using the compliance standards and procedures set forth in the then-current version of the Authority's Affordable Housing Tax Credit Compliance Manual, as such manual may be amended from time-to-time.

6) Annual Report. The Authority shall provide to the Village and the Owner an annual report (the "**Report**") detailing any non-compliance issues or other concerns of the Authority as a result of the Authority's review of the Annual Certification, the Authority's inspection of the Development or both. Such Report shall be in the form the Authority typically generates when assessing compliance of LIHTC properties. The Report shall be provided not later than one hundred twenty (120) days after receipt of the Annual Certification from Owner. The first Annual Certification from Owner hereunder shall be delivered to the Village and the Authority no later than 2017, and on or before the same date each year thereafter during the term hereof. Each Report shall be prepared solely for the benefit of the Village, and may not be relied upon by any other party without the prior written consent of the Authority.

7) Breach. Should the Owner breach its obligations hereunder, the Village on its own accord or after notice from the Authority, shall provide notice to Owner of such breach (a "**Default**"), specifying the Default and directing Owner to remedy the same within a reasonable period of time after such notice, but in no event less than thirty (30) days after the date of the notice. If the Default is of a type incapable of being cured within such period of time, the same shall be deemed cured if Owner has commenced action to cure the same within a reasonable period of time under all of the facts and circumstances then existing, and has prosecuted the same to completion with

reasonable due diligence, but in all cases such Default shall be cured within ninety (90) days from the date of the Village's notice. In the event a Default shall remain uncured after notice, the Village may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation, to compel specific performance hereunder, and to recover monetary damages, together with the costs and expenses of any proceedings for the collection thereof, caused by such breach, or may take any other action available to remedy the violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the same or such party's ability to obtain relief against or recover damages for the continuation or repetition of such breach or violation, or of any similar breach or violation thereof at any later time or times.

8) Fees to Authority. Upon the Effective Date, Owner shall pay a one-time initial fee to the Authority in the amount of \$1,000.00. With each Annual Certification, Owner shall pay an annual fee on a per Set Aside Unit bases equal to the annual compliance fee per unit published in the Authority's then-current Low Income Housing Tax Credit Qualified Allocation Plan (the "QAP") for the "All Other" category under the "Initial 15 Year Compliance Period", plus an additional thirty percent (30%) of such fee. For example, based on the \$45 per unit fee published in the Authority's 2015-2016 QAP, such annual fee would equal \$468.00 (equal to 8 Set Aside Units x \$45 per unit x 1.3). If the Authority is called upon to do work it deems outside normal LIHTC compliance duties, as determined in its reasonable discretion, the Authority may bill Owner for such out-of-scope work on an hourly basis.

9) Limitation of Liability of the Authority. Under no circumstances shall the Authority be liable for any indirect, incidental, special or consequential damages, including loss of revenue, or economic damages howsoever arising. Should the Authority breach its obligations under this Agreement, the Authority's aggregate liability is hereby limited to the fees received by the Authority under this Agreement in the calendar year in which the breach occurred.

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

11) Binding Effect. This Agreement shall be binding upon the parties hereto, and their respective successors and assigns.

12) Miscellaneous. In the event any portion of this Agreement shall be deemed unenforceable by a court of competent jurisdiction, the offending portion shall be severed from the remainder, and the remainder shall be fully enforced in accordance with all applicable laws, rules and regulations.

13) Counterparts. This Agreement may be executed in any number of counterparts, each one of which, shall be deemed an original document.

14) Electronic Signatures. Any party may elect to execute and deliver this Agreement electronically, and when so executed and delivered, this Agreement shall be the valid, lawful and binding obligation of said party.

Dated as of the date and year first above written.

VILLAGE OF SHOREWOOD HILLS

By: _____
Mark Sundquist, Village President

Attest: _____
Colleen Albrecht, Village Clerk

PYARE LODGE, LLC

By: Flad Development & Investment Corp.
Its: Managing Member

By _____
John J. Flad, President

**WISCONSIN HOUSING AND ECONOMIC
DEVELOPMENT AUTHORITY**

By: _____

EXHIBIT "A"

Land Use Restriction Agreement

ATTACHMENT C
EASEMENT AGREEMENT

Document Number	EASEMENT AGREEMENT Title
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THIS EASEMENT AGREEMENT (“**Agreement**”) is made and entered into as of the ___ day of _____, 2016 (the “**Effective Date**”), by and between PYARE LODGE LLC, a Wisconsin limited liability company (“**Phase 2 Owner**”), WALNUT GROVE LODGE LLC, a Wisconsin limited partnership (“**Phase 1 Owner**”), and WALNUT GROVE SHOPPES LLC (“**Shoppes Owner**”). Phase 1 Owner, Phase 2 Owner and Shoppes Owner are sometimes hereinafter referred to individually as an “**Owner**” and collectively as the “**Owners.**”

WITNESSETH:

WHEREAS, Phase 2 Owner owns the real property commonly known as 4610 University Avenue, in the Village of Shorewood Hills, Wisconsin, and legally described on Exhibit A (“**Phase 2 Property**”) attached hereto and incorporated herein by reference;

WHEREAS, Phase 1 Owner owns the real property adjacent and to the East of the Phase 2 Property, commonly known as 4200 & 4250 University Avenue, in the Village of Shorewood Hills, Wisconsin, and legally described on Exhibit A (“**Phase 1 Property**”);

WHEREAS, Shoppes Owner owns the real property adjacent and to the South of the Phase 1 Property, commonly known as 4000 University Avenue, in the Village of Shorewood Hills, Wisconsin, and legally described on Exhibit A (“**Shoppes Property**”);

WHEREAS, in connection with the redevelopment of the Phase 2 Property, the Owners desire to establish certain cross easements and set forth their respective rights and responsibilities with respect to the easements in this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and form a material part of this Agreement upon which the Owners have relied.
2. Existing Easements.
 - a. Phase 1 Owner and Shoppes Owner are party to that certain Development and Cross Easement Agreement, dated April 9, 2013, and recorded as Document No. 4977663

Name and Return Address:

Katherine R. Rist
Foley & Lardner LLP
150 East Gilman Street
P.O. Box 1497
Madison, Wisconsin 53701-1497

See Exhibit A

Parcel Identification Numbers

(the “Existing Phase 1 Easement”). For the avoidance of doubt, the Existing Phase 1 Easement shall remain in full force and effect.

b. Flad Development & Investment Corp., as predecessor in interest to Phase 1 Owner and Shoppes Owner, as the owner of the Phase 1 Property and the Shoppes Property, and Hong Kong Metro Realty Co. Inc., as predecessor in interest to the Phase 2 Owner, as the owner of the Phase 2 Property, previously entered into that certain Easement Agreement, dated January 28, 2013, and recorded as Document No. 4985590 (the “Existing Cross Easement”). This Agreement hereby amends, terminates and supersedes the Existing Cross Easement in its entirety and the Existing Cross Easement shall be of no further force and effect.

3. Reciprocal Driveway and Sidewalk Easements.

a. Reciprocal Easement. Each of the Owners hereby grant, declare, give and convey to the other Owners, and their respective tenants, residents, agents, employees, customers, visitors, invitees, successors and assigns, as applicable (“Permitted Users”), as owners of the Phase 1 Property, the Phase 2 Property and the Shoppes Property, a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress appurtenant to the Phase 1 Property, the Phase 2 Property and the Shoppes Property, over upon and across those portions of the Phase 1 Property, the Phase 2 Property and the Shoppes Property which may now be or hereafter be improved with and designated as driveways and sidewalks thereon.

b. Specific Sidewalk Easement. Phase 2 Owner specifically grants to Phase 1 Owner and Shoppes Owner, a perpetual non-exclusive easement over, upon and across that portion of the Phase 2 Owner Property as depicted on Exhibit F (“Sidewalk Easement”) which may be improved and designated as sidewalk. Phase 1 Owner and Shoppes Owner shall be responsible for constructing and maintaining any necessary sidewalk improvements. The Sidewalk Easement fulfills a safe egress path requirement and shall provide an unobstructed path of travel from the improvements on the Phase 1 Owner and Shoppes Owner Property to the paved area of the parking and drive areas on the Phase 2 Owner Property that connect to the public street known as Locust Street. Notwithstanding the foregoing, Phase 2 Owner shall have the right to use the area covered by the Sidewalk Easement for ingress and egress by vehicles and pedestrians and improve the area from time to time so long as the unobstructed path of travel requirement for the Phase 1 Owner and Shoppes Owner Property remains satisfied.

4. No-Build Area. In order to provide required fire safety separation, Phase 2 Owner hereby agrees that the portion of the Phase 2 Property as depicted on Exhibit B and described on Exhibit C shall be a perpetual no-build area (“No-Build Area”). No structures of any kind may be constructed at any time in the No-Build Area other than landscaping, parking, driveway, sidewalk, utilities and storm water management features. Most of the No-Build Area is currently subject to an easement in favor of Franchise Realty Corporation (d/b/a McDonald’s) as set forth in document number 1582502 in the Dane County, Wisconsin Registry. In addition, Phase 1 Owner and Shoppes Owner shall have the perpetual right to cross and use the No Build Area in order to conduct maintenance activities on the northerly face of improvements on the Phase 1 Owner and Shoppes Owner Property. Phase 1 Owner and Shoppes Owner shall restore any areas of the Phase 2 Property that may be disturbed or damaged by Phase 1 Owner and Shoppes Owner pursuant to its rights hereunder to its original or better condition.

5. Sanitary and Stormwater Easement. Phase 2 Owner hereby grants and conveys to Phase 1 Owner and Shoppes Owner, its successors and assigns, a thirty-foot (30) wide easement to connect to municipal sanitary and stormwater services as shown on the attached Exhibit D (“Sanitary and Stormwater Easement”). The legal description of the area subject to this easement is as described on the attached Exhibit E. Phase 1 Owner and Shoppes Owner shall be solely responsible for the cost of maintenance and repair of the foregoing connection to municipal sanitary and stormwater services. In the event that any such repairs or maintenance are deemed necessary, Phase 1 Owner and Shoppes Owner shall provide notice to Phase 2 Owner and coordinate such repairs and maintenance to avoid unreasonable impairment to the sanitary and stormwater services provided to the Phase 2 Property.

6. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

7. Maintenance of Property. Each Owner shall maintain and keep all driveways and sidewalks on its respective property free of snow, mud, ice, refuse, garbage, holes and breaks in pavement and related matters to allow for vehicular and pedestrian ingress and egress and the safe passage of vehicles and pedestrians on such areas as contemplated herein.

8. Damage. Notwithstanding anything contained herein to the contrary, each Owner shall be solely responsible for any and all costs and expenses of repairing damage to any easement area proximately caused by such Owner, and its Permitted Users.

9. Term. The easements granted and agreements made hereunder shall constitute covenants running with the land.

10. Liens. Each party retains the right to encumber its property, but any such encumbrance created after the effective date hereof shall be subject to this Agreement. No party shall allow any construction or other liens to be made against property owned by another party.

11. Severability. All provisions of this Agreement are deemed severable, and if any one or more provision is deemed unenforceable for any reason, the remaining provisions shall remain in full force and effect.

12. Amendment or Termination. This Agreement may be amended or terminated only by a document signed by all parties hereto or their respective successors or assigns, and duly recorded in the office of the Dane County, Wisconsin Register of Deeds.

13. Governing Law. This Agreement shall at all times be governed by and enforced in accordance with the laws of the State of Wisconsin.

14. Notice. All notices and communications to be given under this Agreement by any party to any other party shall be in writing and shall be sent, postage prepaid, by certified or registered mail, return receipt requested, and shall be deemed given two days after being postmarked. In the alternative, such notices may be delivered personally or transmitted by an

overnight delivery service. Notices shall be given to the Owners at the addresses set forth below, or such other address as may be provided by the Owners from time to time:

If to Phase 1 Owner, Phase 2 Owner or Shoppes Owner:

c/o Flad Development & Investment Corp.
Attn: John J. Flad
3330 University Avenue
Madison, Wisconsin 53705

15. No Rights in Public; No Implied Easements. Nothing contained in this Agreement, including the grant of easements, shall be deemed to constitute a dedication of any property or any portion or portions thereof, to any governmental body, agency or entity, or to the general public, or to be construed to create any rights in or for the benefit of any person not a party to this Agreement. No easements, except those expressly set forth herein shall be implied by this Agreement.

16. Entire Agreement. This Agreement contains the complete understanding and agreement of the Owners with respect to all matters referred to herein, and any and all prior representations, negotiations and/or understandings are superseded hereby, and the terms of this Agreement are contractually binding upon all parties, their successors and assigns.

17. Insurance. Each Owner shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, property damage, bodily injury or death occurring upon, in or about its property, with each Owner's insurance to afford protection to the limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the general aggregate. Each Owner shall provide the other Owner with certificates of insurance from time to time upon request.

[Signatures Begin on the Following Page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

PHASE 1 OWNER:

WALNUT GROVE LODGE, LLC

By: Flad Development & Investment Corp.
Its: Manager

By: _____
John J. Flad, President

PHASE 2 OWNER:

PYARE LODGE, LLC

By: Flad Development & Investment Corp.
Its: Manager

By: _____
John J. Flad, President

SHOPPES OWNER:

WALNUT GROVE SHOPPES, LLC

By: Flad Development & Investment Corp.
Its: Manager

By: _____
John J. Flad, President

[Acknowledgment on following page]

STATE OF WISCONSIN)
)SS
COUNTY OF DANE)

Personally came before me this _____ day of _____, 2016, the above named John J. Flad, to me known to be the President of Flad Development & Investment Corp., the Manager of Walnut Grove Lodge, LLC, Pyare Lodge, LLC and Walnut Grove Shoppes, LLC, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

(Signature)

(Printed Name)

Notary Public, _____ County, _____
My commission expires: _____

This instrument was drafted by and after recording should be returned to Katherine R. Rist, Foley & Lardner LLP, 150 East Gilman Street, Post Office Box 1497, Madison, Wisconsin 53701-1497, Telephone: (608) 258-4317

EXHIBIT A
LEGAL DESCRIPTIONS

PHASE 1 PROPERTY:

Lot Two (2), Certified Survey Map No. 13476 recorded in Vol. 87 of Certified Survey Maps, Pages 323-325, as Document No. 4972334, in the Village of Shorewood Hills, Dane County, Wisconsin.

Tax Parcel No. 181/0709-173-9872-1

SHOPPES PROPERTY:

Lot One (1), Certified Survey Map No. 13476 recorded in Vol. 87 of Certified Survey Maps, Pages 323-325, as Document No. 4972334, in the Village of Shorewood Hills, Dane County, Wisconsin.

Tax Parcel No.: 181/0709-173-9881-1

PHASE 1 PROPERTY AND SHOPPES PROPERTY
TOGETHER FORMERLY KNOWN AS:

Record Legal Description of Fied Parcel:

Parcel A: Lot 1, Certified Survey Map 5876, recorded in Vol.28 of Certified Survey Maps, page 5, as #2148138, in the Village of Shorewood Hills, Dane County, Wisconsin. EXCEPT that part conveyed in Warranty Deed recorded as #3254278.

Parcel B: Lot 2, Certified Survey Map 5876, recorded in Vol.28 of Certified Survey Maps, page 5, as #2148138, in the Village of Shorewood Hills, Dane County, Wisconsin.

PHASE 2 PROPERTY:

Lot One (1), Certified Survey Map No. _____ recorded in Vol. ___ of Certified Survey Maps, Pages _____, as Document No. _____, in the Village of Shorewood Hills, Dane County, Wisconsin.

Tax Parcel Nos.:

0709-173-0097-6
0709-173-9811-1
0709-173-9817-1
0709-173-9848-1

PHASE 2 PROPERTY
FORMERLY KNOWN AS:

PARCEL I: Part of the unplatted portion of Section 17, Township 7 North, Range 9 East, in the Village of Shorewood Hills, Dane County, Wisconsin, described as follows: Commencing at the South 1/4 corner of Section 17; thence North 00° 26' 10" East, 32.83 feet; thence North 89° 49' 42" West, 392.63 feet to the point of beginning of this description; thence North 89° 49' 42" West, 125.00 feet; thence North 00° 14' 10" West, 483.43 feet; thence along a curve to the right whose radius is 17138.55 feet and whose long chord bears North 80° 31' 20" East, 126.63 feet; thence South 00° 14' 10" East, 484.66 feet to the point of beginning.

PARCEL II: Part of Section 17, Township 7 North, Range 9 East, in the Village of Shorewood Hills, Dane County, Wisconsin, described as follows: Commencing at the South 1/4 corner of said Section 17; thence North 00° 26' 10" East for a distance of 32.83 feet to the North right of way line of University Avenue; thence North 89° 49' 42" West along said right of way line for a distance of 392.63 feet to the Southeast corner of the property of Pyare Square Company; thence North 00° 14' 10" West along the East line of aforementioned property a distance of 484.66 feet to a point on the Southerly right of way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad and the point of beginning of this description; thence Easterly along said right of way by the arc of a circle curving to the right having a radius of 17138.55 feet a distance of 355 feet more or less to a point which is 40 feet Westerly of the North-South 1/4 line of said Section 17; thence South 00° 14' 10" East on a line parallel to and 40 feet from the aforementioned North-South 1/4 line, a distance of 65 feet more or less; thence Westerly and parallel to and 65 feet from the aforesaid right of way line of Chicago, Milwaukee, St. Paul & Pacific Railroad a distance of 355 feet, more or less, to a point on the East line of aforementioned property of Pyare Square Company; thence North 00° 14' 10" West a distance of 65 feet more or less, to the point of beginning.

PARCEL III: Part of the Southwest 1/4 of Section 17, Town 7 North, Range 9 East, in the Village of Shorewood Hills, Dane County, Wisconsin, described as follows: Commencing at the South 1/4 corner of said Section 17; thence North 00° 26' 10" East, 32.83 feet; thence North 00° 14' 10" West, 479.63 feet to the point of beginning of this description; thence on a curve to the left which has a radius of 17073.55 feet and a long chord South 81° 58' 30" West, 40.37 feet; thence North 00° 14' 10" West, 65.62 feet; thence along a curve to the right which has a radius of 17138.55 feet and a long chord North 81° 58' 50" East, 40.37 feet; thence South 00° 14' 10" East, 65.62 feet to the point of beginning.

PARCEL IV: All that part of the Southeast 1/4 of the Southwest 1/4 of Section 17, Township 7 North, Range 9 East, in the City of Madison, Dane County, Wisconsin, described as follows: Beginning at a point in the intersection of the South line of the grantor's right of way with the East line of said Southeast 1/4 of the Southwest 1/4 of Section 17; thence Southwesterly along said grantor's Southerly right of way line a distance of 524 feet; thence Northerly, parallel with the East line of said Southeast 1/4 of the Southwest 1/4 of Section 17, to a point 25 feet Southerly of, measured radially, the centerline of the grantor's main track; thence Northeasterly, along a line 25 feet Southerly of, measured radially, the centerline of the grantor's main track to the East line of said Southeast 1/4 of the Southwest 1/4 of Section 17; thence Southerly along a straight line of the point of beginning.

Also described as all of the railroad right of way adjacent to and between Parcels 1, 2, and 3, and a line 25.00 feet South of and parallel with the railroad centerline and located in the Southwest 1/4 of Section 17, Township 7 North; Range 9 East, in the City of Madison, Dane County, to-wit: Commencing at the South 1/4 corner of said Section 17; thence North 00° 26' 10" East, 32.83 feet; thence North 00° 14' 10" West, 545.25 feet to the South line of the Chicago, Milwaukee, St. Paul & Pacific Railroad right of way, said point being the point of beginning of this description; thence Southwesterly along said South line, on a curve to the left which has a radius of 17138.55 feet and a chord which bears South 81° 10' 47" West, 523.48 feet; thence North 00° 14' 10" West, 25.48 feet to a point on a curve; thence Northeasterly on a

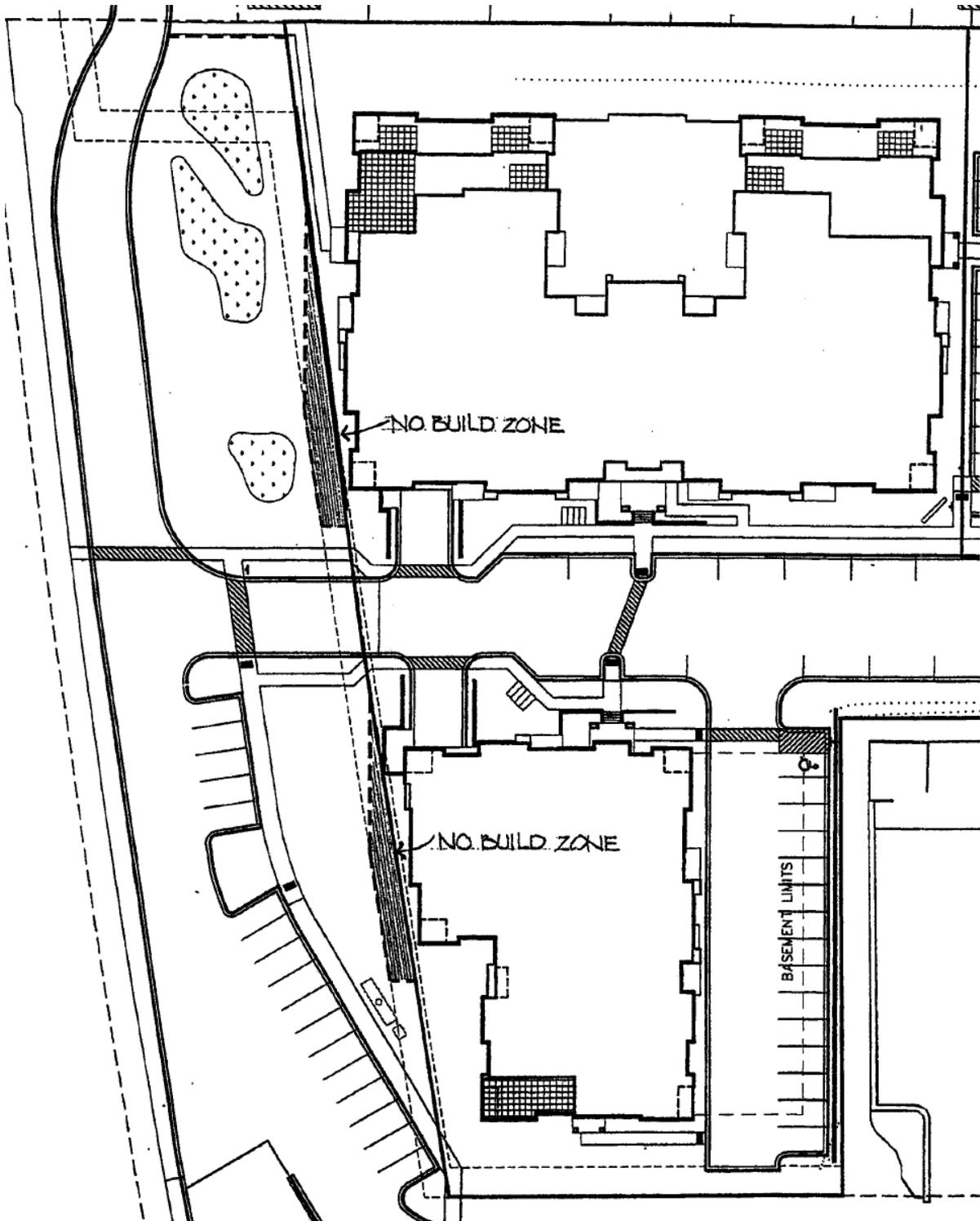
curve to the right which has a radius of 5704.65 feet and a chord which bears North 81° 13' 03" East, 523.43 feet; thence South 00° 14' 10" East, 25.11 feet to the point of beginning, EXCEPTING therefrom those lands deeded to the Village of Shorewood Hills by Document No. 3282259.

PARCEL V: Part of Lot 1, Certified Survey Map 5876, recorded in Volume 28 of Certified Survey Maps, page 5 as Document No. 2148136, in the Village of Shorewood Hills, Dane County, Wisconsin, to-wit: Beginning at the Northwest corner of said Lot 1; thence South 00°14'10" East, 8.09 feet; thence North 80°56'46" East, 187.93 feet; thence North 82°15'00" East, 208.70 feet; thence North 00°14'10" West, 10.00 feet to a point on a curve; thence along a curve to the left which has a radius of 17,073.55 feet and a chord which bears South 81°21'34" West, 396.88 feet to the point of beginning.

PARCEL VI: Leasehold estate created by indenture of lease entered into by and between the Village of Shorewood Hills, as lessor(s), and Lee & Lee Limited Partnership, as lessee(s), dated October 6, 2000, a lease agreement of which was recorded in the Office of the Register of Deeds for Dane County, Wisconsin, on October 30, 2000 as Document No. 3282262 demising premises situated in said County and State and described as follows:

A parcel of land being the Westerly 150 feet of the Locust Drive right of way in the recorded plat of Garden Homes Addition, located in the Southwest 1/4 of the Southeast 1/4 of Section 17, Township 7 North, Range 9 East, in the Village of Shorewood Hills, Dane County, Wisconsin, EXCEPTING therefrom, any part thereof which lies within the travelled way at the corner of Maple Terrace and Locust Drive in said plat, and together with any extension thereof, extended Easterly to said travelled way

EXHIBIT B
NO BUILD AREA



**EXHIBIT C
NO BUILD AREA DESCRIPTION**

Being a part of Lot 1, Certified Survey Map Number 5876, as recorded in Volume 28 of Certified Survey Maps, on Pages 5-7, as Document Number 2148136, Dane County Registry, located in the SE ¼ - SW ¼ of Section 17, Township 07 North, Range 09 East, Village of Shorewood Hills, Dane County, Wisconsin being more fully described as follows:

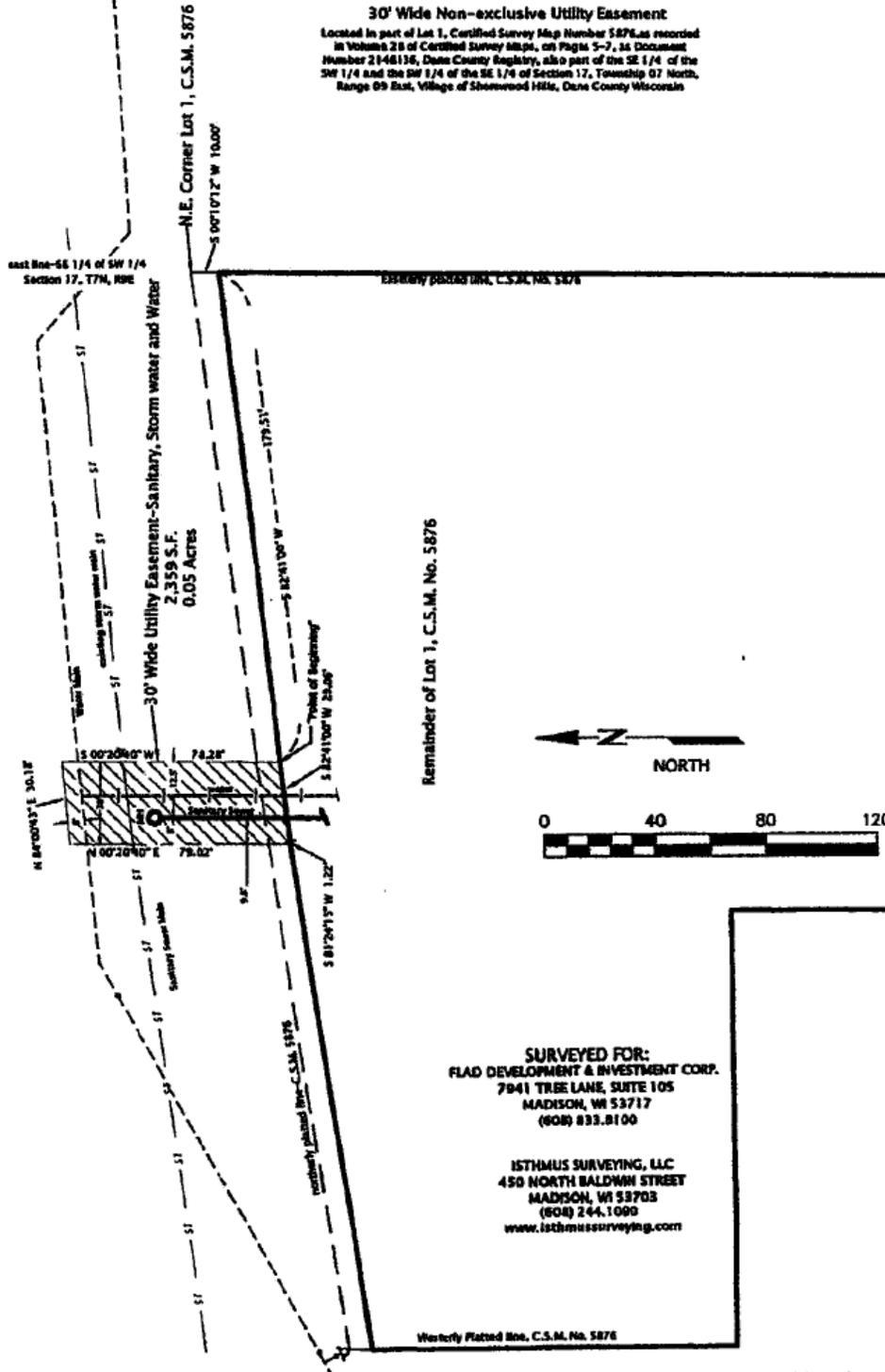
Commencing at the Northwesternly most corner of Certified Survey Map (CSM) Number 13476, as recorded in Volume 87 of Certified Survey Maps, on Pages 323-325, as Document Number 4972334, Dane County Registry, said point also lying on the westerly most line of said CSM #5876; thence N81°24'15"E along the northerly line of said CSM 13476, 73.42 feet to the point of beginning; thence N00°20'40"E, 8.28 feet to the northerly most line of said CSM 5876 and a point of non-tangential curvature; thence 50.25 feet along the arc of a curve to the right, through a central angle of 00°10'07", a radius of 17,073.55 feet, and a chord bearing N81°28'08"E, 50.25 feet; thence S89°39'20"E, 52.25 feet to a point on the said northerly most line of CSM 13476; thence S81°24'15"W along said northerly line, 103.15 feet to the point of beginning. Said description contains 625 square feet more or less.

TOGETHER WITH the following described area:

Commencing at the Northeastly most corner of said CSM 13476; thence S82°41'00"W along the northerly most line of said CSM 13476, 69.68 feet to the point of beginning; thence continuing S82°41'00"W along said northerly line, 99.87 feet; thence N00°20'40"E, 8.51 feet to the northerly most line of said CSM 5876 and a point of non-tangential curvature; thence 32.90 feet along the arc of a curve to the right, through a central angle of 00°06'38", a radius of 17,073.55 feet, and a chord bearing N81°57'18"E, 32.90 feet; thence S89°39'20"E, 66.43 feet to the said northerly most line of CSM 13476 and the point of beginning. Said description contains 581 square feet more or less.

EXHIBIT D

SANITARY AND STORMWATER EASEMENT



C:\PROJECTS\2012\120709-PROBNG_FLADWG\120709-PROBNG_FLADWG\exhibitD-1.dwg

EXHIBIT E

SANITARY AND STORM WATER EASEMENT DESCRIPTION

30 Foot Wide Non-exclusive Utility Easement

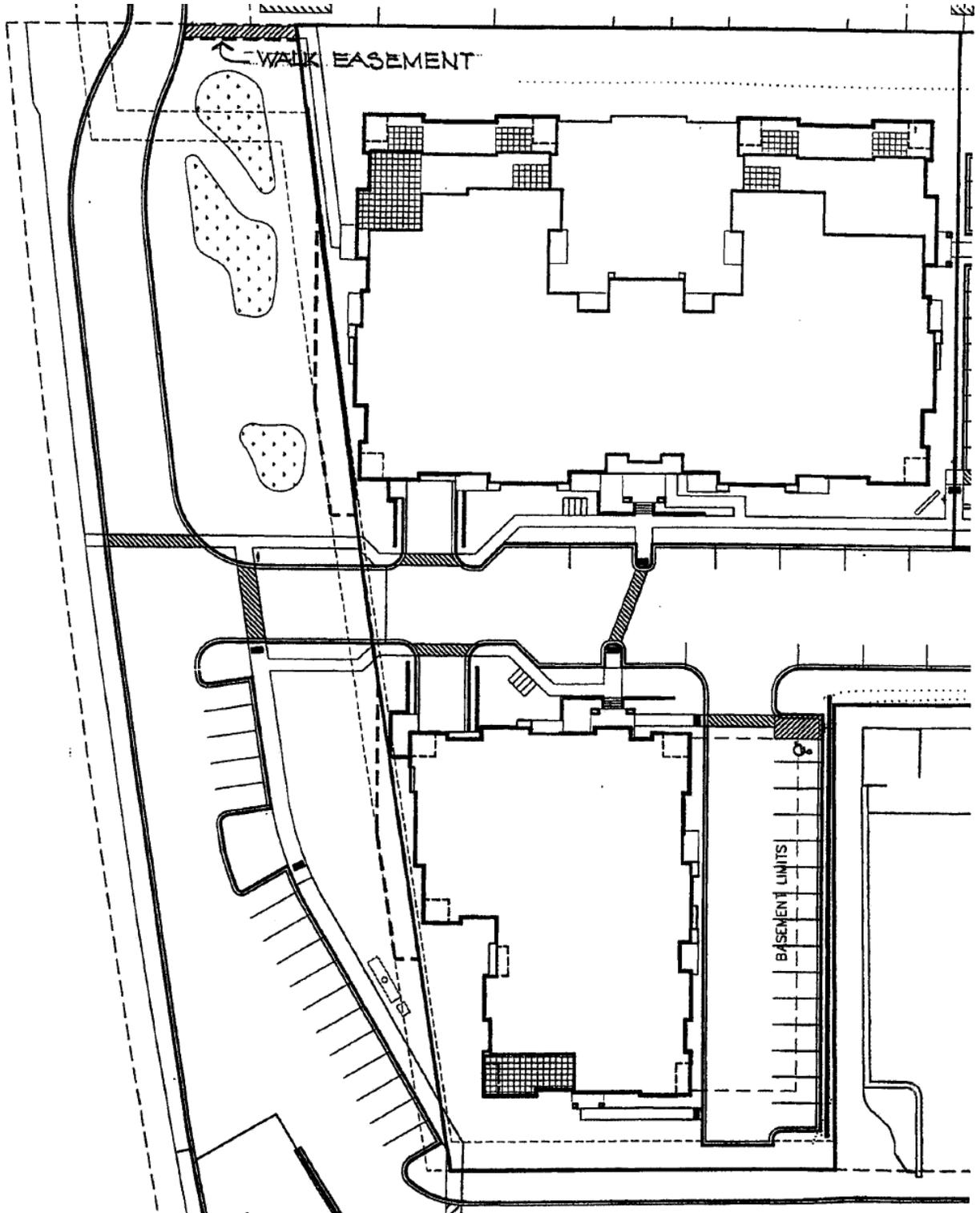
Being a part of Lot 1, Certified Survey Map Number 5878, as recorded in Volume 28 of Certified Survey Maps, on Pages 5-7, as Document Number 2148136, Dane County Registry, also part of the SE 1/4 of the SW 1/4 and the SW 1/4 of the SE 1/4 of Section 17, Township 07 North, Range 09 East, Village of Shorewood Hills, Dane County Wisconsin, more fully described as follows:

Commencing at the Northeast corner of said Lot 1; thence S 00°10'12" W along the Easterly platted line of said Lot 1, 10.00 feet; thence S 82°41'00" W, 179.51 feet to the point of beginning of this description:

thence S 82°41'00" W, 28.06 feet; thence S 81°24'15" W, 1.22 feet; thence N 00°20'40" E, 79.02 feet; thence N 84°00'43" E, 30.18 feet; thence S 00°20'40" W, 78.28 feet to the point of beginning. This description contains an area of 2,359 square feet, or 0.05 acres.

EXHIBIT F

SPECIFIC SIDEWALK EASEMENT



ATTACHMENT D
FORM OF MUNICIPAL REVENUE OBLIGATION

MUNICIPAL REVENUE OBLIGATION

**VILLAGE OF SHOREWOOD HILLS
MUNICIPAL REVENUE OBLIGATION SERIES _____
\$2,490,000.00**

THIS MUNICIPAL REVENUE OBLIGATION (the "Obligation") is issued pursuant to Wis. Stat. § 66.0621 this ____ day of _____, 201__ by the Village of Shorewood Hills, Dane County, Wisconsin (the "Village") to Flad Development & Investment Corp., a Wisconsin corporation, its successors and assigns ("Developer").

WITNESSETH:

A. The Village and Developer have entered into a Tax Increment Grant Agreement dated _____ (the "Development Agreement").

B. This Obligation is issued by the Village pursuant to the Development Agreement.

C. Terms that are capitalized in this Obligation that are not defined in this Obligation and that are defined in the Development Agreement shall have the meanings assigned to such terms by the Development Agreement.

D. *Promise to Pay.* The Village shall pay to Developer the principal amount of TWO MILLION FOUR HUNDRED NINETY THOUSAND AND 00/100 DOLLARS \$2,490,000.00, together with interest thereon at a rate of five percent 5% per annum, in Scheduled Payments in accordance with Schedule 1 attached hereto and made a part hereof, provided however that the amount of any Scheduled Payment installment shall not be in excess of the amount of the Excess Tax Increment. Interest shall accrue beginning on the date on which this Obligation is issued. Any payments due on the Municipal Revenue Obligation, which are due on any Payment Date, shall be payable only to the extent the Village has received the Excess Tax Increment. To the extent that on any Payment Date the amount of Excess Tax Increment received by the Village is less than the Scheduled Payment due on such date, such failure shall not constitute a default under this Obligation, and the amount of any deficiency in the Scheduled Payment shall be deferred and shall be paid with interest at a rate equal to five percent (5%) per annum, on the next Payment Date to the extent that it does not exceed the Excess Tax Increment received by the Village. In no case, however, shall the term of this Obligation and the Village's obligation to make payments hereunder, extend beyond the termination date of the District, (as defined in the Tax Increment Law). Nor shall the Village be obligated to pay any amount not appropriated for such purpose by the Village Board. This Obligation shall terminate and the Village's obligation to make any payments under this Obligation shall be discharged, and the Village shall have no

obligation and incur no liability to make any payments hereunder, after the termination date of the District.

E. *Limited Obligation of Village.* This Obligation shall not constitute a charge against the Village's general credit or taxing power. The Village shall not be subject to any liability hereunder, or be deemed to have obligated itself to pay Developer any amounts from any funds to the extent that it would exceed the Excess Tax Increment, and then only to the extent and in the manner herein specified.

F. *Subject to Annual Appropriations.* Each payment under this Obligation shall be subject to annual appropriation by the Village in accordance with the requirements for revenue obligations and in a manner approved by the Village's bond counsel and in accordance with the Development Agreement.

G. *Prepayment Option.* To satisfy in full the Village's obligations under this Obligation, the Village shall have the right to prepay all or a portion of the outstanding principal balance of this Obligation at any time, at par and without penalty.

H. *Miscellaneous.* This Obligation is subject to the Tax Increment Law and to the Development Agreement.

Dated this _____ day of _____, 201__.

VILLAGE OF SHOREWOOD HILLS

By _____
Mark Sundquist, Village President

ATTEST:

Colleen Albrecht, Village Clerk

Attachment – Schedule 1

ATTACHMENT E
FORM OF TAX AGREEMENT

TAX AGREEMENT

THIS AGREEMENT is entered into as of the _____ day of _____, 2016 (the "Agreement"), by and between the Village of Shorewood Hills, a Wisconsin municipal corporation (the "Village"), and Pyare Lodge, LLC, a Wisconsin limited liability company (the "Owner").

RECITALS

A. Owner is the sole owner of the following described property (the "Property") in the Village of Shorewood Hills:

Lot 1 of Certified Survey Map No. _____, recorded in the Office of the Register of Deeds for Dane County, Wisconsin, on _____, as Document No. _____, in the Village of Shorewood Hills, Dane County, Wisconsin.

B. The Village has enacted Ordinance No. L. 2015-7 (the "Ordinance") changing the zoning classification of the Property to a Planned Unit Development, subject to the terms and conditions of the Ordinance.

C. The Ordinance provides that it shall not take effect unless an agreement relating to the development of the Property, and preservation of the taxable status of the Property that is satisfactory to the Village and the owner of the Property, has been signed by all of the owners of the Property and the Village.

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

Matthew P. Dregne
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701-1784

P.I.N.

D. Owner and the Village have entered into a Tax Increment Grant Agreement (the "Development Agreement"), relating to development of the Property.

E. Owner and the Village wish to enter into this Agreement concerning preservation of the taxable status of the Property.

F. The Village and other taxing jurisdictions have provided and shall continue to provide public health, safety, fire and police protection, streets and street maintenance, snow removal, and other governmental services ("Municipal Services") that are funded by property taxes.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, and the mutual promises, obligations and benefits provided under this Agreement and the Development Agreement, the receipt and adequacy of which are hereby acknowledged, Owner and the Village agree as follows:

1. **Recitals Incorporated.** The recitals stated above are incorporated in this Agreement by reference.

2. **Representations and Warranties by Owner.** Owner represents and warrants that Owner: (1) is organized and existing under the laws of the State of Wisconsin; (2) has taken all actions necessary to enter into this Agreement; (3) has duly authorized the individual signers of this Agreement to do so; (4) is the sole owner of the Property, in fee simple; and (5) the Property is not encumbered by any lien, and that Owner will not allow

any lien to be placed upon or taken against the Property prior to the recording of this Agreement with the Register of Deeds for Dane County.

3. **Tax Status of the Property.** During the term of Tax Incremental District No. 5, (a) the Property shall be subject to property taxation and shall not be exempt from property taxation, in full or in part, except as required by law; (b) Owner shall take all reasonable actions to assure that the Property shall not be exempt from property taxation, in full or in part, except as required by law; and (c) Owner shall not submit any request or application for property tax exemption of the Property, in full or in part, challenge the status of the Property as fully subject to property taxation, or seek any ruling by a court or any statutory change that would entitle the Property to exemption, in full or part. Nothing herein shall be construed as preventing Owner from challenging the Property's assessed value or the amount of property tax claimed due. Nothing herein shall be construed as preventing Owner from conveying all or part of the Property, subject to the terms and conditions of this Agreement.

4. **Payment for Municipal Services If Property Becomes Tax Exempt.** During the full term of this Agreement, if in any year (the "Valuation Year") the Property is exempt from property taxation, in full or in part, Owner shall pay the Village, as a payment for Municipal Services provided by the Village with respect to the Property ("Payment for Municipal Services"), the difference between (1) the amount of property taxes, if any, on the Property, actually received by the Village from Owner for the Valuation Year, and (2) the amount of property taxes on the Property that the Village would have received for the

Valuation Year if the Property were fully subject to property taxation. The Village shall send Owner an invoice for the Payment for Municipal Services due. One-half of the Payment for Municipal Services shall be due on January 31 of the year after the Valuation Year. The balance of the Payment for Municipal Services shall be due on July 31 of the year after the Valuation Year. Each payment shall be deemed made when actually received by the Village. Any amount due that is not paid on time shall bear interest in the same manner and at the same rate as provided by law for unpaid property taxes. The Payment for Municipal Services shall constitute payment for Municipal Services provided with respect to the Property during the Valuation Year. The Village and Owner acknowledges and agrees that this Payment for Municipal Services would constitute a reasonable and appropriate means of carrying out the intent of the parties and would fairly and reasonably compensate the Village for the Municipal Services provided during the Valuation Year.

5. **Calculation of Property Taxes as If Property Were Not Exempt.** If, for purposes of this Agreement, it becomes necessary to calculate the amount of property taxes on the Property that the Village would have received if the Property were fully subject to property taxation, this amount shall be calculated as follows: (1) The fair market value of the Property as of January 1 of the Valuation Year shall be determined, in the same manner as provided by law for property that is fully taxable, by the Village Assessor or, if the Village Assessor is unable or unwilling to do so, by a competent and impartial appraiser selected by the Village in its sole discretion. (2) The fair market value, as so determined, shall be divided by the average assessment ratio for the year for property in the Village, as determined

by the Wisconsin Department of Revenue. (3) The resulting amount shall be multiplied by the mil rate at which taxable property in the Village is taxed to levy taxes for all taxing jurisdictions to which the Property is subject for the Valuation Year. That amount shall be deemed the amount of property taxes on the Property that the Village would have received if the Property were fully taxable. Following the termination of Tax Increment District No. 5, the Village shall allocate any Payments for Municipal Services made pursuant to this Agreement to all taxing jurisdictions in which the Property is located or to which the Property is subject for the Valuation Year, based on each taxing jurisdiction's mil rate.

6. **Binding Effect of Calculation; Dispute Resolution.** The amount of any Payment for Municipal Services, determined as provided in this Agreement, shall be binding on the parties unless determined to be excessive in an arbitration proceeding conducted in accordance with chapter 788, Wisconsin Statutes, or any successor statute, by a single arbitrator, chosen by mutual agreement of the Parties or, if they do not agree, by the Circuit Court for Dane County, Wisconsin, on application of either party. The arbitrator shall be an assessor or appraiser licensed by the State of Wisconsin with at least ten years experience in the valuation of commercial property. Any demand for arbitration shall be made within thirty days after an invoice for Payment of Municipal Services is sent by the Village to Owner. If a demand for arbitration is not made within that time, the parties shall be deemed to have waived arbitration. The non-prevailing party shall pay the costs of arbitration, but each party shall be responsible for its own attorneys' fees and expert witness expenses. Chapter 788, Wisconsin Statutes, or any successor statute, shall govern the arbitration proceeding, except

that Owner and the Village each waive any right to trial by jury. Any other dispute between the parties arising out of, related to, or connected with this Agreement shall be arbitrated in the same manner.

7. **Special Assessment If Any Required Payment For Municipal Services Is Not Timely Made.** Any Payment for Municipal Services that is not made when due shall entitle the Village to levy a special assessment against the Property for the amount due, plus interest. Owner hereby consents to the levy of any such special assessment, and pursuant to Wis. Stat. § 66.0703(7)(b), waive any right to notice of or any hearing on any such special assessment.

8. **Insurance.** Owner shall maintain insurance coverage on the Property, including all improvements, insuring against loss or damage in amounts sufficient to rebuild or replace the improvements constructed on the Property.

9. **Indemnification.** Owner shall indemnify the Village for all amounts of attorneys' fees and expenses and expert fees and expenses incurred in enforcing this Agreement. This paragraph shall not be applicable to cases where Owner has, in good faith, disputed the Village's valuation.

10. **Remedies.** The Village shall have all remedies provided by this Agreement, and provided at law or in equity, necessary to cure any default or remedy any damages under this agreement. Remedies shall include, but are not limited to, special assessments under section 7 of this Agreement, indemnification under section 9 of this Agreement, and all remedies available at law or in equity.

11. **Term of Agreement.** The term of this Agreement shall begin on the date the Agreement is signed by both parties, and shall continue until 11:59 p.m. on the first December 31 that occurs after the fifty-fourth (54th) anniversary of the date the term begins, unless terminated earlier by mutual written agreement.

12. **Successors and Assigns.** This Agreement shall run with the land and is binding on the successors and assigns of the parties, including, but not limited to, any subsequent owner of the Property, any part of the Property, or any real property interest in the Property or any part of the Property. If at any time the Property has more than one owner, any Payment for Municipal Services due under this Agreement for any Valuation Year shall be allocated among the owners in proportion to the fair market value of their property interests as of January 1 of the Valuation Year, as determined under section 5 of this Agreement. Notwithstanding the foregoing or anything else set forth herein, if Owner shall sell or otherwise convey its interest in the Property, Owner shall be deemed released from all obligations hereunder and the Village shall look solely to successors in interest for the performance of all of the obligations imposed on Owner by this Agreement.

13. **Recording.** This Agreement shall be recorded with the Register of Deeds for Dane County as soon as practicable following execution by Owner and the Village.

14. **Entire Agreement; Amendments.** This Agreement encompasses the entire agreement of the parties. Any amendment hereto shall be made in writing, signed by all parties.

15. **Severability.** If any part of this Agreement is determined to be invalid or unenforceable, the rest of the Agreement shall remain in effect.

16. **Waiver.** No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

17. **Interpretation of Agreement.** The parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement, neither party shall be deemed the drafter of this Agreement for purposes of its interpretation.

18. **Notices.** Any notice required to be given under this Agreement shall be deemed given when deposited in the United States mail, postage prepaid, to the party at the address stated below or when actually received by the party, whichever is first. The addresses are:

If to Village: Village Clerk
Village of Shorewood Hills
810 Shorewood Boulevard
Madison, WI 53705

If to Owner: Pyare Lodge, LLC
Flad Development & Investment Corp.
c/o John J. Flad
3330 University Avenue, Suite 206
Madison, WI 53705

Addresses may be changed by notice given in the manner provided in this section.

19. **Governing Law.** This Agreement has been negotiated and signed in the State of Wisconsin and shall be governed, interpreted, and enforced in accordance with the laws of the United States and the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

VILLAGE:

VILLAGE OF SHOREWOOD HILLS

By _____
Mark Sundquist, Village President

By _____
Colleen Albrecht, Village Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2016, the above-named Mark Sundquist and Colleen Albrecht, to me known to be the persons and officers who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
Print Name: _____
My Commission: _____

ATTACHMENT F
FORM OF LAND USE RESTRICTION AGREEMENT

Document Number	LAND USE RESTRICTION AGREEMENT Document Title
--------------------	---

Recording Area

Name and Return Address

Village Clerk
Village of Shorewood Hills
810 University Avenue
Madison, WI 53705

Parcel Identification Number (PIN)

This Instrument was drafted by:

Matthew P. Dregne
Stafford Rosenbaum LLP
222 West Washington Avenue, Suite 900
P.O. Box 1784
Madison, Wisconsin 53701-1784
608-256-0226

LAND USE RESTRICTION AGREEMENT

THIS LAND USE RESTRICTION AGREEMENT (the “**Agreement**”) is made and entered into as of _____, 2016, between Pyare Lodge, LLC, a Wisconsin limited liability company, (the “**Owner**”), and the Village of Shorewood Hills, a Wisconsin municipal corporation, whose address is 810 Shorewood Boulevard, Madison, Wisconsin 53705 (the “**Village**”).

RECITALS

WHEREAS, the Owner will be the owner of a multifamily rental housing project containing 94 rental housing units, known as “Pyare Redevelopment/The Lodge Phase II” and located at 4610 University Avenue, located in the Village of Shorewood Hills, Dane County, Wisconsin, as more particularly described in Exhibit A attached hereto (the “**Property**”);

WHEREAS, the Owner has requested that the Village make a tax incremental financing grant to the Owner (the “**Grant**”); and

WHEREAS, as a condition precedent to the making of the Grant, the Village requires that the Owner enter into this Agreement; and

WHEREAS, Owner, the Village, and the Wisconsin Housing and Economic Development Authority (the “**Authority**”) have entered into an agreement (the “**WHEDA Agreement**”) under which the Authority will monitor and provide annual reports to the Village and Owner regarding Owner’s compliance with this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Owner and the Village hereby agree as follows:

ARTICLE 1

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE OWNER

The Owner represents, warrants, covenants, and agrees as follows:

1.1 **Authority.** The Owner has the full legal right, power and authority to execute and deliver this Agreement and to perform all the undertakings of the Owner hereunder.

1.2 **Title to Property.** The Owner has good and marketable title to the Property.

1.3 **Application.** The Owner warrants that all information heretofore supplied by the Owner to the Village in connection with the Owner’s request to the Village for the Grant (collectively the “**Application**”) is true and correct in all respects as of the date of the Application and, except as otherwise provided to the Village in writing since the date of the Application, as of the date hereof.

1.4 **Conflicting Agreements.** The Owner has not and shall not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

1.5 **Use of the Property.** The Property shall at all times be used as a multifamily rental housing project containing 94 rental housing units subject to the restrictions set forth herein.

1.6 **Non-Discrimination.** Owner shall comply with all federal, state and local fair housing laws, rules and regulations as now or hereafter in effect and shall not discriminate upon any basis prohibited by law in the lease, use or occupancy of the Property or in connection with the employment or application for employment of persons for the operation and management of the Property or refuse to lease a unit to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937 (“**Section 8**”) because of the status of the prospective tenant as such a holder.

ARTICLE 2 AFFORDABLE UNITS

The Village requires the Project to include a total of eight affordable units on the following terms and conditions:

2.1 **Occupancy Restrictions.** The Property shall at all subsequent times contain no fewer than 8 units set aside for occupancy by Qualifying Tenants (such units are hereinafter referred to “**Affordable Units**”). Except as provided in the last sentence of this Section 2.1, the Affordable Units shall include no fewer than 2 one-bedroom units, 1 two-bedroom unit, and 2 three-bedroom units in the southern building and the Affordable Units shall include no fewer than 2 two-bedroom units and 1 one-bedroom unit in the northern building. As used in this Agreement, “**Qualifying Tenants**” means persons or families whose income at the time of initial occupancy does not exceed 60% of the Dane County Median Income (“**CMI**”) as adjusted for family size and as published by the United States Department of Housing and Urban Development (“**HUD**”). If any Affordable Unit is occupied by a Qualifying Tenant at the time of initial occupancy, and such Qualifying Tenant’s income should subsequently exceed 140% of the applicable income limit, the Owner shall, after such determination of income, rent the next available residential unit of comparable size on the Property to another Qualified Tenant.

2.2 **Rent Restrictions.** The Gross Rent for Affordable Units shall not exceed 30% of 60% of the CMI, as adjusted for family size and as published by HUD; provided that the Imputed Income Limitation (as defined in Section 42(g)(2)(C) of the Internal Revenue Code of 1986, as amended (the “**Code**”)) shall apply to all Affordable Units. As used in this Section 2.2, “**Gross Rent**” means the rental charge for an Affordable Unit including any utility allowance determined by HUD in accordance with Section 8. Gross Rent does not include any subsidy payment under Section 8 or any comparable rental assistance program (with respect to such unit or the tenant(s) thereof), nor does it include any fee for a basis of the low-income status of the tenant(s) of the unit by any governmental program of assistance (or by an organization described in Section 501(c)(3) of the Code and exempt from tax under Section 501(a) of the Code) if such program (or organization) provides assistance for rent and the amount of assistance provided for rent is not separable from the amount of assistance provided for supportive services. Gross Rent does not include any rental payment to the owner of a unit if the owner pays an equivalent amount to

the Farmers Home Administration under Section 515 of the Housing Act of 1949 (42 U.S.C. 1485).

2.3 **Notice to the Village.** Immediately upon discovering any violation of any of the covenants, restrictions and representations set forth herein, the Owner shall notify the Village in writing of such violation.

2.4 **Monitoring by the Village and the Wisconsin Housing and Economic Development Authority.**

(a) The Owner shall permit, during normal business hours and upon reasonable notice, but not more than two times in any 12 calendar month time period, any duly authorized representative of the Authority or the Village to inspect any books and records of the Owner regarding the Project and with respect to the incomes of Qualifying Tenants which pertain to compliance with the provisions of this Agreement.

(b) The Owner shall submit any other information, documents, or certifications requested by the Village that the Village may deem reasonably necessary to substantiate the Owner's continuing compliance with the provisions of this Agreement.

(c) Owner shall comply with the obligations of Owner under the WHEDA Agreement. Owner covenants and agrees to pay "Compliance Monitoring Fees" to the Authority as required by the WHEDA Agreement.

2.5 **Evidence of Tenant Income.**

(a) The Owner shall obtain and maintain on file, as a condition to occupancy for each person who is intended to be a Qualifying Tenant, an Income Certification in a form acceptable to the Authority, which form may change from time to time ("**Income Certification**"). In addition, the Owner shall obtain from each such person whatever other information, documents or certifications are deemed necessary by the Authority to substantiate the Income Certification.

(b) The form of lease to be utilized by the Owner in renting any units in the Project to any person who is intended to be a Qualifying Tenant shall provide for termination of the lease and consent by such person to immediate eviction for failure to qualify as a Qualifying Tenant as a result of any material misrepresentation made by such person with respect to the Income Certification or the failure by such tenant to execute an Income Certification.

(c) Income Certifications shall be maintained and accessible to the Village and the Authority with respect to each Qualifying Tenant who resides in a Project unit, and the Owner shall, promptly upon request, file a copy thereof with the Village and the Authority.

ARTICLE 3

EVENTS OF DEFAULT; REMEDIES; ENFORCEMENT BY VILLAGE

3.1 **Events of Default.** If the Village becomes aware of a violation of any of the provisions hereof (an "**Event of Default**"), it shall give written notice thereof to the Owner directing the Owner to remedy the violation within a reasonable specified period of time, but not less than 60 days if the remedy requires Owner to evict a tenant. If the remedy of a claimed violation of this Agreement is incapable of being cured within the period of time specified by the

Village, but Owner has commenced action to cure the violation within a reasonable period of time under all the facts and circumstances then existing, the period of time to cure the violation shall be extended for that additional number of days reasonably necessary to cure the violation under all the facts and circumstances then existing, but in no case longer than 120 days, provided Owner continues with reasonable diligence to prosecute such cure to completion. If any violation of this Agreement by the Owner is not corrected to the satisfaction of the Village within the period of time specified by the Village in the notice described above, as the same may be extended in accordance with the terms of this paragraph, the Village shall have the right, without further notice, to declare an event of uncured default (“**Event of Uncured Default**”) under this Agreement.

3.2 **Remedies.**

(a) Upon and after the occurrence of an Event of Uncured Default, the Village may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation, to compel specific performance hereunder, to recover monetary damages, together with the costs and expenses of any proceedings for the collection thereof, caused by such violation or take any other action available to remedy the violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

(b) Upon an Event of Default under section 2.1 or section 2.2 of this Agreement, and so long as such default is continuing, Owner shall pay the Village, with respect to each Affordable Unit which is the subject of the default, the 100% Non-Compliance Premium. The “100 % Non-Compliance Premium” means an amount equal to 100% times the Excess Income. “Excess Income” means, with respect to each Affordable Unit which is the subject of the default, the difference between: (a) rent collected by or payable to Owner under the terms of any rental or other agreement with Owner and (b) Gross Rent. Any 100% Non-Compliance Premium due the Village (including any prorated amount of the 100% Non-Compliance Premium for partial months) shall be remitted to the Village monthly no later than the 20th of each month. The Owner shall prepare and provide the Village with each remittance a schedule (with rent roll) supporting the calculation of Excess Income for each Affordable Unit in default in reasonably sufficient detail. Owner acknowledges and agrees that the actual damages likely to result from an Event of Default under sections 2.1 or 2.2 of this Agreement are difficult to estimate on the date of this Agreement and would be difficult for the Village to prove. The parties intend that Owner’s payment of the 100% Non-Compliance Premium would serve to compensate the Village for any breach by Owner of its obligations under sections 2.1 and 2.2 and to deter such a breach, and they do not intend for it to serve as punishment for any such breach by Owner. This subsection shall in no way limit any other remedies available to the Village under this Agreement, at law or in equity.

(c) Upon an Event of Uncured Default under section 2.1 or section 2.2 of this Agreement, and so long as such default is continuing, Owner shall pay the Village, with respect to each Affordable Unit which is the subject of the default, the 150% Non-Compliance Premium. The “150% Non-Compliance Premium” means an amount equal to 150% times the Excess Income. “Excess Income” means, with respect to each Affordable Unit which is the subject of the default, the difference between: (a) rent collected by or payable to Owner under the terms of any rental or other agreement with Owner and (b) Gross Rent. Any 150% Non-Compliance

Premium due the Village (including any prorated amount of the 150% Non-Compliance Premium for partial months) shall be remitted to the Village monthly no later than the 20th of each month. The Owner shall prepare and provide the Village with each remittance a schedule (with rent roll) supporting the calculation of Excess Income for each Affordable Unit in default in reasonably sufficient detail. Owner acknowledges and agrees that the actual damages likely to result from an Event of Default under sections 2.1 or 2.2 of this Agreement are difficult to estimate on the date of this Agreement and would be difficult for the Village to prove. The parties intend that Owner's payment of the 150% Non-Compliance Premium would serve to compensate the Village for any uncured breach by Owner of its obligations under sections 2.1 and 2.2 and to deter such a breach, and they do not intend for it to serve as punishment for any such breach by Owner. This subsection shall in no way limit any other remedies available to the Village under this Agreement, at law or in equity.

(d) In the case of an Event of Default, or if an Event of Uncured Default is declared by the Village, Owner agrees to pay or reimburse the Village on demand: all out-of-pocket expenses incurred by the Village in connection with the administration, amendment or enforcement of this Agreement including the reasonable fees and expenses of the Village's counsel; and all out-of-pocket costs of collection before and after judgment, including in each instance, the reasonable fees and expenses of the Village's counsel (including those incurred in the defense or settlement of any claim brought by Owner or incident to any action or proceeding involving Owner brought pursuant to the United States Bankruptcy Code).

3.3 **Enforcement by the Village Only.** No person other than the Village or agents thereof shall be entitled to enforce this Agreement.

ARTICLE 4 TERM OF AGREEMENT

4.1 **Term of Agreement.** The term of this Agreement and the restrictions imposed hereby shall become effective immediately (the "**Commencement Date**"); and shall end on the 30th anniversary of the Commencement Date.

4.2 **Early Termination.** Notwithstanding Section 4.1 above, this Agreement and the restrictions imposed hereby shall terminate in the event of any a) the recording of a written instrument by the Village with the Register of Deeds for Dane County releasing Owner and its successors from their obligations hereunder; or b) upon the date the Property is acquired by foreclosure (or instrument in lieu of foreclosure) unless the Village determines that such acquisition is part of an arrangement with the Owner a purpose of which is to terminate the restrictions imposed by this Agreement.

ARTICLE 5 MISCELLANEOUS

5.1 **Covenants Run With the Land; Successors Bound.** This Agreement shall be recorded with the Register of Deeds for Dane County. This Agreement shall run with the land and bind the Owner and its successors and assigns and all subsequent owners of the Property and all holders of any other interest therein.

5.2 **Reliance by the Village.** The Owner hereby agrees that the Owner's representations and covenants set forth herein may be relied upon by the Village. The Village

may conclusively rely upon statements, certificates, and other information provided by the Owner, and upon audits of the books and records of the Owner or the Property.

5.3 **Release.** The Owner hereby releases the Village from any claim, loss, demand, or judgment arising out of this Agreement, the making of the Grant, or the exercise in good faith by the Village of any rights or remedies granted to the Village under this Agreement.

5.4 **Amendment.** Except as otherwise provided herein, this Agreement shall not be amended, revised or terminated prior to the termination of the covenants, representations and restrictions provided for herein except by an instrument in writing duly executed by the Village and the Owner or their respective successors or assigns and duly recorded.

5.5 **Uniformity.** The provisions of this Agreement shall apply uniformly to the Property.

5.6 **Notices.** All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

If to the Village: Village Administrator
Village of Shorewood Hills
810 Shorewood Boulevard
Madison, WI 53705
Fax: (608) 266-5929

With a copy to: Matthew P. Dregne
Stafford Rosenbaum LLP
222 West Washington Avenue, Suite 900
P.O. Box 1784
Madison, WI 53701-1784
Fax: (608) 259-2600
Email: mdregne@staffordlaw.com

If to the Owner: Pyare Lodge, LLC
c/o Flad Development & Investment Corp.
3330 University Avenue, Suite 206
Madison, WI 53705
Attn: John J. Flad

With a copy to: Katherine R. Rist
Foley & Lardner LLP
150 East Gilman Street, Suite 5000
Madison, WI 53703-1482

The Village and the Owner may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. If the address of the Owner changes from that given above or subsequently designated under the previous sentence, the Village may conclusively presume that the address of the Owner for

purposes of this Section 5.6 is the address to which property tax bills for the Property are delivered.

5.7 **Definitions and Interpretation.** Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine gender and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. All the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof. The titles and headings of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall not be considered or given any effect in construing this instrument or any provision hereof or in ascertaining intent, if any question of intent should arise.

5.8 **Governing Law.** This Agreement shall be governed by the laws of the State of Wisconsin.

5.9 **Severability.** The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

5.10 **Multiple Counterparts.** This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized representatives, as of the day and year first written above.

PYARE LODGE, LLC

By: Flad Development & Investment Corp.
Its: Managing Member

By: _____
John J. Flad, President

VILLAGE OF SHOREWOOD HILLS

By: _____
Mark Sundquist, Village President

ATTEST: _____
Colleen Albrecht, Village Clerk

[Acknowledgements Follow.]

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2016, the above-named Mark Sundquist, Village President and Colleen Albrecht, Village Clerk, to me known to be the persons and officers who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
Print Name: _____
My Commission: _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2016, the above-named John J. Flad, and to me known to be the president of Flad Development & Investment Corp., the Managing Member of Pyare Lodge, LLC, who executed the foregoing instrument, and acknowledged the same on behalf of said company.

Print Name: _____
Notary Public, State of Wisconsin
My Commission: _____

EXHIBIT A
Legal Description of the Property

Lot One, Certified Survey Map No. _____, recorded in the Office of the Register of Deeds for Dane County, Wisconsin, on _____, as Document No. _____, located in the Village of Shorewood Hills, Dane County, Wisconsin.

Approved as to form:

Matthew P. Dregne
Village Attorney

OWNER:

PYARE LODGE, LLC

By: Flad Development & Investment Corp.
Its: Managing Member

By _____
John J. Flad, President

ACKNOWLEDGEMENT

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2016, the above-named John J. Flad, and to me known to be the president of Flad Development & Investment Corp., the Managing Member of Pyare Lodge, LLC, who executed the foregoing instrument, and acknowledged the same on behalf of said company.

Print Name: _____
Notary Public, State of Wisconsin
My Commission: _____

This instrument was drafted by:
Matthew P. Dregne
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701-1784
608/256-0226

ATTACHMENT G
APPROVED MARKETING PLAN

**The Boulevard – 3306-3310 University Avenue
Marketing Plan
2016**

1. Applicability and purpose.

This Marketing Plan applies to the advertising and marketing of Affordable Housing Units (“Units”) in the development to be constructed and located at 3306-3310 University Avenue, in the Village of Shorewood Hills, Wisconsin. Danford Plaza, LLC will market residential the Units in a manner designed to reach persons of diverse financial, racial and ethnic populations, and in accordance with all applicable Fair Housing Laws. In order to meet these objectives, the Units shall be advertised and marketed in accordance with this Marketing Plan.

2. Timing and implementation.

In order to ensure that persons of diverse financial, racial and ethnic populations are timely informed of the availability of the Units, the diversity marketing techniques described in Section 3 of this Marketing Plan shall be fully implemented before any Units are advertised or marketed using any other advertising or marketing techniques, both at the time the Units are initially marketed and leased, and at the time of any future vacancy.

3. Diversity marketing techniques.

- A. A notice of all available or vacant Units will be sent to a list of organizations and service providers representing and aiding minority and low income populations in the Dane County area, including but not necessarily limited to the following: Access to Independence, Community Action Coalition, St., Vincent de Paul, Salvation Army, Urban League, Madison Community Development Authority, Centro Hispano, the YWCA, The Road Home, and Joining Forces for Families.
- B. Available units such advertisements or marketing materials shall be published in print and electronic media serving minority and low income populations in the Dane County area, including but not necessarily limited to the following: The Madison Times, Capital City Hues, La Comunidad.
- C. The Dane County Housing Authority will be contacted on a regular basis with lists of upcoming vacancies for their current voucher holders.

- D. Advertisements shall be in both English and Spanish languages in publications that have a dual language presence such as La Comunidad and Craigslist. Other marketing material may be provided in Spanish upon request.
 - E. All web-based or other advertising or marketing of affordable Units shall provide rental rate information in a readily accessible manner.
 - F. The Equal Housing Opportunity slogan shall be used with all advertising and notices.
 - G. The Fair Housing Poster shall be displayed in all offices where applications are accepted and leases signed.
4. **Marketing Records.** Records of all advertising and notices shall be kept for not less than three years.
5. **Marketing tracking.** The source of the applicant's knowledge of the vacancy will be tracked in the application and inquiry process.

Marketing Sources

- 1) Property Website
- 2) Direct Mailers to social agencies
- 3) Facebook / Social Media
- 4) Madison Apartment Living or similar rental guide
- 5) The Madison Times, Capital City Hues, La Comunidad.
- 6) CD Living
- 7) Craigslist
- 8) Rentals.com or similar website

ATTACHMENT H
VILLAGE EASEMENT AGREEMENT

Document Number	EASEMENT AGREEMENT Title
-----------------	--

THIS EASEMENT AGREEMENT (“**Agreement**”) is made and entered into as of the ___ day of _____, 2016 (the “**Effective Date**”), by and between PYARE LODGE, LLC, a Wisconsin limited liability company (“**Owner**”), and the VILLAGE OF SHOREWOOD HILLS (“**Village**”). Owner and Village are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, Owner owns the real property commonly known as 4610 University Avenue, in the Village of Shorewood Hills, Wisconsin, and legally described on Exhibit A (the “**Property**”) attached hereto and incorporated herein by reference;

Name and Return Address:

Katherine R. Rist
Foley & Lardner LLP
150 East Gilman Street
P.O. Box 1497
Madison, Wisconsin 53701-1497

Parcel Identification Numbers

WHEREAS, Owner intends to construct a residential housing project (the “**Project**”) on the Property;

WHEREAS, as shown on the site plan attached hereto as Exhibit B (the “**Site Plan**”), Owner and Village intend that, as part of the construction of the Project, Owner intends to construct certain sidewalks throughout the Project (the “**Sidewalks**”) and install playground equipment on the northern portion of the Property (the “**Playground**”), in the approximate locations shown on the Site Plan;

WHEREAS, pursuant to and in compliance with Section D(3) of that certain Tax Increment Grant Agreement, dated _____, 2016 (the “**Development Agreement**”) with respect to the Property, Owner wishes to grant Village certain easements over the Property, and the Parties wish to set forth their respective rights and responsibilities with respect to the easements in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals and Compliance with Development Agreement. The above recitals are true and correct and form a material part of this Agreement upon which the Parties have relied. The Parties hereby acknowledge and agree that this Agreement has been made pursuant to and in compliance with Section D(3) of the Development Agreement.

2. Grant of Easements.

a. Sidewalk Easement. Upon completion of construction of the Project, Owner hereby grants and conveys to Village a permanent, non-exclusive easement (the “**Sidewalk Easement**”) appurtenant to the Property, for the purposes of pedestrian, bicycle, and other non-motorized vehicular access, ingress and egress on, over, upon, through and across the Sidewalks, as modified from time to time, to the Playground. Nothing in this Agreement shall limit Owner’s right to construct additional pathways or walkways throughout the Project (each, an “**Additional Path**”) connecting to the Sidewalks although the Sidewalk Easement created by this Section 2(a) shall not apply to any Additional Path. Owner, at Owner’s sole cost and expense, shall construct the Sidewalks and shall maintain, repair and replace the Sidewalks, including the removal of snow and ice therefrom in accordance with the Village’s then current standards for snow and ice removal on sidewalks adjacent to other lots or parcels in the Village, currently described in Section 11.06 of the Village Code. If Owner fails to remove snow and ice in accordance with the Village’s standards for snow and ice removal, the Village may cause the snow or ice to be removed, and may assess the cost against the Property as a special charge in accordance with the provisions of Wis. Stat. § 66.0627, or as such statute may be amended. From time to time, Owner shall have the right, but not the obligation to relocate the Sidewalks and shall provide the Village with thirty (30) days written notice in advance of the date of the commencement of any such relocation. In the event the Sidewalks are relocated by Owner in accordance with this Section 2(a), Owner and Village shall execute and record an amendment to this Agreement setting forth the new location of the Sidewalks. Owner reserves the right to use the Sidewalks for any and all purposes which do not interfere with the rights granted herein. Neither Party shall take any action to prevent the other Party’s enjoyment of the right to use the Sidewalks as provided herein.

b. Playground Easement. Upon completion of construction of the Project, Owner hereby grants and conveys to Village, a permanent, non-exclusive easement appurtenant to the Property for use and enjoyment of the Playground equipment to be installed thereon (the “**Playground Easement**”), during daylight hours and subject to such reasonable rules and regulations and as Owner may determine are applicable for all users of the Playground. From time to time, Owner shall have the right, but not the obligation to relocate the Playground and shall provide the Village with thirty (30) days written notice in advance of the date of the commencement of any such relocation. In the event the Playground is relocated by Owner in accordance with this Section 2(b), Owner and Village shall execute and record an amendment to this Agreement setting forth the new location of the Playground. Owner reserves the right to use the Playground for any and all purposes which do not interfere with the rights granted herein. Neither Party shall take any action to prevent the other Party’s enjoyment of the right to use the Playground as provided herein.

3. Reasonable Use. Owner and Village shall use, and take reasonable measures to cause their respective tenants, agents, employees, and invitees to use the Playground and the Sidewalks in a reasonable manner and not obstruct or otherwise use the Path in a manner which would interfere with the other Party’s use thereof.

4. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate

any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

5. Term. Except as otherwise provided herein, the easements granted and agreements made hereunder shall constitute covenants running with the land and shall be perpetual. The easements granted herein are intended to be appurtenant to, and transferable with the Property.

6. Liens. Owner retains the right to encumber the Property, but any such encumbrance created after the effective date hereof shall be subject to this Agreement. Village shall not allow any liens to be made against the Property.

7. Severability. All provisions of this Agreement are deemed severable, and if any one or more provision is deemed unenforceable for any reason, the remaining provisions shall remain in full force and effect.

8. Amendment or Termination. This Agreement may be amended or terminated only by a document signed by all parties hereto or their respective successors or assigns, and duly recorded in the office of the Dane County, Wisconsin Register of Deeds.

9. Governing Law. This Agreement shall at all times be governed by and enforced in accordance with the laws of the state of Wisconsin.

10. Notice. All notices and communications to be given under this Agreement by any Party to any other Party shall be in writing and shall be sent, postage prepaid, by certified or registered mail, return receipt requested, and shall be deemed given two days after being postmarked. In the alternative, such notices may be delivered personally or transmitted by an overnight delivery service. All notices and communications shall be given to the Parties at the following addresses:

In the case of Owner:

Pyare Lodge, LLC
c/o Flad Development & Investment Corp.
3330 University Avenue, Suite 206
Madison, WI 53705
Attn: John J. Flad

With a copy to:

Foley & Lardner LLP
150 E. Gilman Street
Madison, WI 53703
Attn: Katherine R. Rist

In the case of the Village:

Village Administrator
Village of Shorewood Hills
810 Shorewood Boulevard
Madison, WI 53705

With a copy to:

Stafford Rosenbaum LLP
222 W. Washington Ave, Suite 900
P.O. Box 1784
Madison, WI 53701
Attn: Matthew P. Dregne

11. No Rights in Public; No Implied Easements. Nothing contained in this Agreement, including the grant of easements, shall be deemed to constitute a dedication of the Property, or any portion or portions thereof, to any governmental body, agency or entity, or to the general public. No easements, except those expressly set forth herein shall be implied by this Agreement.

12. Entire Agreement. This Agreement contains the complete understanding and agreement of the Parties with respect to all matters referred to herein, and any and all prior representations, negotiations and/or understandings are superseded hereby, and the terms of this Agreement are contractually binding upon all parties, their successors and assigns.

[Signatures Start on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

PYARE LODGE, LLC

BY: Flad Development & Investment Corp.
Its: Managing Member

By: _____
John J. Flad, President

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2016, the above named John J. Flad, to me known to be President of Flad Development & Investment Corp., the Managing Member of Pyare Lodge, LLC, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

(Signature)

(Printed Name)
Notary Public, State of Wisconsin
My commission expires:_____

[Signatures Continue on Following Page]

VILLAGE OF SHOREWOOD HILLS
Dane County, Wisconsin

By: _____
Mark Sundquist, Village President

Attest: _____
Colleen Albrecht, Village Clerk

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2016, the above named Mark Sundquist and Colleen Albrecht the Village President and Village Clerk, both of the Village of Shorewood Hills, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

(Signature)

(Printed Name)

Notary Public, State of Wisconsin
My commission expires: _____

This instrument was drafted by and after recording should be returned to Katherine R. Rist, Foley & Lardner LLP, 150 East Gilman Street, Madison, Wisconsin 53703, Telephone: (608) 258-4317

The Property

SITE PLAN

ATTACHMENT I DEVELOPER'S MARKET RATE PROJECTION

Pyare Square - "Common Ground" Scenario - Affordable Units, 100% TIF, 1.25% Annual Rent Growth, Construction Management Fee

Assumptions			CASH FLOWS												Property Sale			
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	11	12	13			
Res. Rent growth (begins @ Year 2)	1.25%																	
Residential Operating Expenses	35%																	
Market Rate Residential Rent sf/mo (Year 1)	\$ 1.75																	
Affordable Residential Rent sf/mo (Year 1)	\$ 0.95																	
Underground Parking lease rate (monthly)	\$ 75.00																	
Underground Parking Spaces	94																	
1 year vacancy - Res	10%																	
Stabilized vacancy - Res	5%																	
Taxable value (inflation rate)	1.25%																	
Market Rate Residential Units	86																	
Affordable Residential Units	8																	
Gross SF (Residential)	97,760																	
Total Gross Building sf	97,780																	
Construction Cost PSF	\$ 121.00																	
Estimated Construction Cost	\$ 11,828,960																	
Estimated Land Acquisition Cost	\$ 3,850,000																	
Site Prep	\$ 1,300,000																	
Soft Costs	\$ 1,085,000																	
Demolition/Asbestos	\$ 980,000																	
Excavation, Retaining Walls, Water Line	\$ 470,000																	
Project Subtotal	\$ 19,513,960																	
Construction Mgmt Fee (deferred equity)	\$ 5,00%																	
Construction Mgmt Fee	\$ 640,448																	
Developer Fee (deferred equity)	\$ 0.0%																	
Developer Fee	\$ -																	
Total Project Costs for Sales Valuation*	\$ 20,154,408																	
Mortgage Loan Financing																		
Loan-to-value ratio (total private cost)	68%																	
Mortgage Principal	\$ 13,659,772																	
Interest Rate	5.75%																	
Term (years)	30																	
Monthly Payment	\$ (79,715)																	
Annual Debt Service	\$ (956,577)																	
TIF Financing (pay-as-you-go)																		
Annual TIF Rebate (% of tax paid)	100%																	
TIF-to-cost ratio (total project cost)	12%																	
Demolition/Asbestos	\$ 980,000																	
Excavation, Retaining Walls, Water Line	\$ 470,000																	
Affordable Units - Capitalized Rent Reduction**	\$ 1,040,000																	
TIF Principal	\$ 2,490,000																	
Interest Rate	5.00%																	
Term (years)	27																	
Total Mortgage Financing																		
Total Mortgage Financing	\$ 13,659,772																	
Total Developer Equity	\$ 6,494,636																	
Developer Equity Stake	32%																	
CASH FLOWS																		
INCOME																		
Residential (Market Rate)	\$ 739,566	\$ 1,600,275	\$ 1,620,279	\$ 1,640,532	\$ 1,661,039	\$ 1,681,802	\$ 1,702,825	\$ 1,724,110	\$ 1,745,661	\$ 1,767,482	\$ 2,026	\$ 2,027	\$ 2,028	\$ 2,029				
Residential (Affordable)***	\$ 37,413	\$ 80,811	\$ 81,821	\$ 82,844	\$ 83,880	\$ 84,928	\$ 85,990	\$ 87,065	\$ 88,153	\$ 89,255	\$ 90,371	\$ 91,500	\$ 92,644	\$ 93,804				
TIF Rebate	\$ -	\$ 96,484	\$ 162,816	\$ 164,851	\$ 166,912	\$ 168,998	\$ 171,111	\$ 173,250	\$ 175,415	\$ 177,608	\$ 179,828	\$ 182,076	\$ 184,352	\$ 186,656				
Base Income	\$ 776,979	\$ 1,777,570	\$ 1,864,916	\$ 1,888,228	\$ 1,911,831	\$ 1,935,729	\$ 1,959,925	\$ 1,984,424	\$ 2,009,230	\$ 2,034,345	\$ 2,059,774	\$ 2,085,521	\$ 2,111,590	\$ 2,137,946				
Underground Parking	\$ 39,590	\$ 85,658	\$ 86,728	\$ 87,812	\$ 88,910	\$ 90,021	\$ 91,147	\$ 92,286	\$ 93,440	\$ 94,608	\$ 95,790	\$ 96,987	\$ 98,200	\$ 99,428				
Total Income	\$ 816,569	\$ 1,863,228	\$ 1,951,645	\$ 1,976,040	\$ 2,000,741	\$ 2,025,750	\$ 2,051,072	\$ 2,076,710	\$ 2,102,669	\$ 2,128,952	\$ 2,155,564	\$ 2,182,509	\$ 2,209,790	\$ 2,237,414				
EXPENSES																		
Residential Operating Expenses	\$ 353,337	\$ 491,897	\$ 432,919	\$ 438,331	\$ 443,810	\$ 449,357	\$ 454,974	\$ 460,661	\$ 466,420	\$ 472,250	\$ 478,153	\$ 484,130	\$ 490,182	\$ 496,309				
Property Taxes	\$ 82,500	\$ 96,484	\$ 162,816	\$ 164,851	\$ 166,912	\$ 168,998	\$ 171,111	\$ 173,250	\$ 175,415	\$ 177,608	\$ 179,828	\$ 182,076	\$ 184,352	\$ 186,656				
Residential Vacancy Losses	\$ -	\$ 84,054	\$ 85,105	\$ 86,169	\$ 87,246	\$ 88,337	\$ 89,441	\$ 90,559	\$ 91,691	\$ 92,837	\$ 93,997	\$ 95,170	\$ 96,357	\$ 97,557				
Total Expenses	\$ 435,837	\$ 672,435	\$ 680,840	\$ 689,351	\$ 697,968	\$ 706,692	\$ 715,526	\$ 724,470	\$ 733,526	\$ 742,695	\$ 747,460	\$ 756,803	\$ 766,263	\$ 775,944				
Total Expenses with 3% Contingency	\$ 448,912	\$ 692,608	\$ 701,265	\$ 710,031	\$ 718,907	\$ 727,893	\$ 736,992	\$ 746,204	\$ 755,531	\$ 764,976	\$ 769,884	\$ 779,507	\$ 789,251	\$ 799,125				
Net Operating Income (NOI)	\$ 367,657	\$ 1,170,620	\$ 1,250,379	\$ 1,266,009	\$ 1,281,834	\$ 1,297,857	\$ 1,314,080	\$ 1,330,506	\$ 1,347,138	\$ 1,363,977	\$ 1,385,681	\$ 1,403,002	\$ 1,420,539	\$ 1,438,289				
TIF DEBT FINANCING (Year)																		
BOY Balance	\$ 2,490,000	\$ 2,614,500	\$ 2,648,741	\$ 2,618,362	\$ 2,584,429	\$ 2,546,739	\$ 2,505,077	\$ 2,459,220	\$ 2,408,932	\$ 2,353,963	\$ 2,294,053	\$ 2,228,928	\$ 2,158,298	\$ 2,082,661				
Interest	\$ 124,500	\$ 130,725	\$ 132,437	\$ 130,918	\$ 129,221	\$ 127,337	\$ 125,254	\$ 122,961	\$ 120,447	\$ 117,698	\$ 114,703	\$ 111,446	\$ 107,915	\$ 104,100				
Principal Payment	\$ -	\$ (34,241)	\$ 30,379	\$ 33,933	\$ 37,690	\$ 41,661	\$ 45,857	\$ 50,289	\$ 54,969	\$ 59,910	\$ 65,125	\$ 70,630	\$ 76,437	\$ 82,546				
EOY Balance	\$ 2,614,500	\$ 2,648,741	\$ 2,618,362	\$ 2,584,429	\$ 2,546,739	\$ 2,505,077	\$ 2,459,220	\$ 2,408,932	\$ 2,353,963	\$ 2,294,053	\$ 2,228,928	\$ 2,158,298	\$ 2,082,661	\$ 2,007,524				
MORTGAGE DEBT FINANCING (Year)																		
BOY Balance	\$ 13,659,772	\$ 13,488,632	\$ 13,297,952	\$ 13,100,867	\$ 12,892,147	\$ 12,671,103	\$ 12,437,010	\$ 12,189,095	\$ 11,926,544	\$ 11,648,491	\$ 11,354,023	\$ 11,042,169	\$ 10,711,903	\$ 10,362,139				
Interest	\$ 785,437	\$ 765,896	\$ 759,492	\$ 747,856	\$ 735,533	\$ 722,483	\$ 708,662	\$ 694,025	\$ 678,524	\$ 662,108	\$ 644,723	\$ 626,311	\$ 606,812	\$ 586,236				
Principal Payment	\$ 171,140	\$ 190,681	\$ 197,085	\$ 208,720	\$ 221,043	\$ 234,094	\$ 247,915	\$ 262,561	\$ 278,052	\$ 294,469	\$ 311,854	\$ 330,286	\$ 349,765	\$ 370,289				
EOY Balance	\$ 13,488,632	\$ 13,297,952	\$ 13,100,867	\$ 12,892,147	\$ 12,671,103	\$ 12,437,010	\$ 12,189,095	\$ 11,926,544	\$ 11,648,491	\$ 11,354,023	\$ 11,042,169	\$ 10,711,903	\$ 10,362,139	\$ 10,007,524				
INVESTMENT RETURNS (Year)																		
Net Operating Income (NOI)	\$ 367,657	\$ 1,170,620	\$ 1,250,379	\$ 1,266,009	\$ 1,281,834	\$ 1,297,857	\$ 1,314,080	\$ 1,330,506	\$ 1,347,138	\$ 1,363,977	\$ 1,385,681	\$ 1,403,002	\$ 1,420,539	\$ 1,438,289				
Annual Debt Service	\$ 956,577	\$ 956,577	\$ 956,577	\$ 956,577	\$ 956,577	\$ 956,577	\$ 956,577	\$ 956,577	\$ 956,577	\$ 956,577	\$ 956,577	\$ 956,577	\$ 956,577	\$ 956,577				
After Debt Cash Flow (ADCF)	\$ (588,920)	\$ 214,043	\$ 293,803	\$ 309,432	\$ 325,257	\$ 341,280	\$ 357,504	\$ 373,930	\$ 390,561	\$ 407,400	\$ 424,104	\$ 441,425	\$ 459,362	\$ 477,915				
Cash on Cash Return	-9.1%	3.3%	4.5%	4.8%	5.0%	5.3%	5.5%	5.8%	6.0%	6.3%	6.6%	6.9%	7.1%	7.4%				
Present Value of ADCF	\$ (560,876)	\$ 194,144	\$ 253,708	\$ 254,571	\$ 254,848	\$ 254,669	\$ 254,071	\$ 253,090	\$ 251,759	\$ 250,108	\$ 250,888	\$ 248,586	\$ 246,049	\$ 243,289				
Discounted Cash on Cash Return	-8.6%	3.0%	3.9%	3.9%	3.9%	3.9%	3.9%	3.9%	3.9%	3.9%	3.9%	3.8%	3.8%	3.8%				
Sale Value (including TIF revenue)*																		
Sale Value (including TIF revenue)*	\$ 4,902,088	\$ 15,608,268	\$ 16,671,224	\$ 16,880,120	\$ 17,091,122	\$ 17,304,761	\$ 17,521,070	\$ 17,740,084	\$ 17,961,835	\$ 18,186,358	\$ 18,413,682	\$ 18,642,826	\$ 18,873,799	\$ 19,106,599				
Cost of Sale	\$ 245,104	\$ 780,413	\$ 833,586	\$ 844,000	\$ 854,556	\$ 865,238	\$ 876,054	\$ 887,004	\$ 898,092	\$ 909,318	\$ 920,677	\$ 932,169	\$ 943,794	\$ 955,553				
Margin on Sale*	-7.9%	-28.4%	-21.4%	-20.4%	-19.4%	-18.4%	-17.4%	-16.4%	-15.3%	-14.3%	-13.2%	-12.1%	-11.0%	-10.0%				
Sale Value (including TIF revenue)**																		
Sale Value (including TIF revenue)**	\$ 4,995,708	\$ 14,632,751	\$ 15,629,741	\$ 15,825,113	\$ 16,022,927	\$ 16,223,213	\$ 16,426,003	\$ 16,631,328	\$ 16,839,220	\$ 17,049,710	\$ 17,262,008	\$ 17,476,225	\$ 17,692,362	\$ 17,910,429				
Cost of Sale	\$ 229,785	\$ 731,638	\$ 781,467	\$ 791,256	\$ 801,146	\$ 811,161	\$ 821,300	\$ 831,566	\$ 841,961	\$ 852,486	\$ 863,140	\$ 873,923	\$ 884,835	\$ 895,876				
Margin on Sale*	-7.8%	-31.0%	-26.3%	-25.4%	-24.5%	-23.5%	-22.6%	-21.6%	-20.6%	-19.6%	-18.6%	-17.6%	-16.6%	-15.6%				
Sale Value (including TIF revenue)***																		
Sale Value (including TIF revenue)***	\$ 4,325,372	\$ 13,772,001	\$ 14,710,344	\$ 14,894,224	\$ 15,080,402	\$ 15,268,907	\$ 15,459,768	\$ 15,653,015	\$ 15,848,678	\$ 16,046,788	\$ 16,247,375	\$ 16,450,460	\$ 16,656,062	\$ 16,864,191				
Cost of Sale	\$ 216,268.59	\$ 688,600	\$ 735,517	\$ 744,711	\$ 754,020	\$ 763,445	\$ 772,988	\$ 782,651	\$ 792,434	\$ 802,339	\$ 812,366	\$ 822,515	\$ 832,786	\$ 843,179				
Margin on Sale*	-7.9%	-35.1%	-30.7%	-29.8%	-28.9%	-28.0%	-27.1%	-26.2%	-25.3%	-24.4%	-23.2%	-22.2%	-21.2%	-20.2%				
Average Discounted COC Return																		
Average Discounted COC Return	2.6%																	
Average Annual COC Return (NPV)																		
Average Annual COC Return (NPV)	-166,018																	

Prepared by Vandewalle & Associates, Inc.
Confidential Draft 11.4.15

Footnotes:

*For purposes of determining the sales value of the property and any pre-tax gains, TIF-funded items are included as both a real project cost and as a long-term revenue stream (part of net operating income). The 27-year maximum life of the TIF revenue stream runs well beyond the project life.
 ** Capitalized rental income losses are included only in the calculation of necessary TIF assistance, and are not considered project costs for the purposes of equity and debt financing.
 *** Affordable units include a total across both buildings of two three-bedroom, three two-bedroom, and three one-bedroom units. Affordable rents are maximums for 80% of 2015 Dane County median income minus allowable costs for utilities.

nits, 100% TIF, 1.25% Annual Rent C

CASH FLOWS	14	15	16	17	18	19	20	21	22	23	24	25	26	27	
INCOME	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	
Residential (Market Rate)															75,263 net square feet
Residential (Affordable)***															7,001 net square feet
TIF Rebate	\$ 186,656	\$ 188,990	\$ 191,352	\$ 193,744	\$ 196,166	\$ 198,618	\$ 201,100	\$ 203,614	\$ 206,159	\$ 208,736	\$ 211,345	\$ 213,987	\$ 216,662	\$ 219,370	100% of annual property tax payment
Base Income	\$ 2,137,985	\$ 2,164,710	\$ 2,191,709	\$ 2,219,166	\$ 2,246,906	\$ 2,274,922	\$ 2,303,429	\$ 2,332,222	\$ 2,361,375	\$ 2,390,892	\$ 2,420,778	\$ 2,451,038	\$ 2,481,676	\$ 2,512,697	82,264 net rentable sf total
Underground Parking	\$ 99,427	\$ 100,670	\$ 101,929	\$ 103,203	\$ 104,493	\$ 105,799	\$ 107,121	\$ 108,460	\$ 109,816	\$ 111,189	\$ 112,579	\$ 113,986	\$ 115,411	\$ 116,853	94 spaces
Total Income	\$ 2,237,413	\$ 2,265,380	\$ 2,293,688	\$ 2,322,369	\$ 2,351,398	\$ 2,380,791	\$ 2,410,551	\$ 2,440,683	\$ 2,471,191	\$ 2,502,081	\$ 2,533,357	\$ 2,565,024	\$ 2,597,087	\$ 2,629,550	
EXPENSES															
Residential Operating Expenses	\$ 496,309	\$ 502,513	\$ 508,794	\$ 515,154	\$ 521,593	\$ 528,113	\$ 534,715	\$ 541,399	\$ 548,166	\$ 555,018	\$ 561,956	\$ 568,980	\$ 576,093	\$ 583,294	Est. 32% of gross income, less prop tax
Property Taxes	\$ 186,656	\$ 188,990	\$ 191,352	\$ 193,744	\$ 196,166	\$ 198,618	\$ 201,100	\$ 203,614	\$ 206,159	\$ 208,736	\$ 211,345	\$ 213,987	\$ 216,662	\$ 219,370	0.02200 Effective Tax Rate (2014)
Residential Vacancy Losses	\$ 92,876	\$ 94,037	\$ 95,213	\$ 96,403	\$ 97,608	\$ 98,828	\$ 100,063	\$ 101,314	\$ 102,581	\$ 103,863	\$ 105,161	\$ 106,476	\$ 107,807	\$ 109,154	5% stabilized
Total Expenses	\$ 775,842	\$ 785,540	\$ 795,359	\$ 805,301	\$ 815,367	\$ 825,559	\$ 835,879	\$ 846,327	\$ 856,906	\$ 867,617	\$ 878,463	\$ 889,443	\$ 900,562	\$ 911,819	
Total Expenses with 3% Contingency	\$ 799,117	\$ 809,106	\$ 819,220	\$ 829,480	\$ 839,828	\$ 850,326	\$ 860,955	\$ 871,717	\$ 882,613	\$ 893,646	\$ 904,817	\$ 916,127	\$ 927,578	\$ 939,173	
Net Operating Income (NOI)	\$ 1,438,296	\$ 1,456,275	\$ 1,474,478	\$ 1,492,909	\$ 1,511,570	\$ 1,530,465	\$ 1,549,596	\$ 1,568,966	\$ 1,588,578	\$ 1,608,435	\$ 1,628,540	\$ 1,648,897	\$ 1,669,508	\$ 1,690,377	
TIF DEBT FINANCING (Year)	14	15	16	17	18	19	20	21	22	23	24	25	26	27	
BOY Balance	\$ 2,081,881	\$ 1,999,298	\$ 1,910,273	\$ 1,814,435	\$ 1,711,413	\$ 1,600,818	\$ 1,482,241	\$ 1,355,253	\$ 1,219,402	\$ 1,074,213	\$ 919,187	\$ 753,801	\$ 577,503	\$ 389,716	
Interest	\$ 104,093	\$ 99,965	\$ 95,514	\$ 90,722	\$ 85,571	\$ 80,041	\$ 74,112	\$ 67,763	\$ 60,970	\$ 53,711	\$ 45,959	\$ 37,690	\$ 28,875	\$ 19,486	
Principal Payment	\$ 82,563	\$ 89,025	\$ 95,838	\$ 103,022	\$ 110,595	\$ 118,577	\$ 126,988	\$ 135,851	\$ 145,189	\$ 155,026	\$ 165,388	\$ 176,297	\$ 187,787	\$ 199,885	
EOY Balance	\$ 1,999,298	\$ 1,910,273	\$ 1,814,435	\$ 1,711,413	\$ 1,600,818	\$ 1,482,241	\$ 1,355,253	\$ 1,219,402	\$ 1,074,213	\$ 919,187	\$ 753,801	\$ 577,503	\$ 389,716	\$ 189,832	
MORTGAGE DEBT FINANCING (Year)	14	15	16	17	18	19	20	21	22	23	24	25	26	27	
BOY Balance	\$ 10,362,139	\$ 9,991,724	\$ 9,599,440	\$ 9,183,996	\$ 8,744,024	\$ 8,278,077	\$ 7,784,619	\$ 7,262,029	\$ 6,709,584	\$ 6,122,464	\$ 5,501,740	\$ 4,844,368	\$ 4,148,186	\$ 3,410,900	
Interest	\$ 586,162	\$ 564,293	\$ 541,133	\$ 516,605	\$ 490,629	\$ 463,119	\$ 433,986	\$ 403,132	\$ 370,457	\$ 335,852	\$ 299,205	\$ 260,394	\$ 219,291	\$ 175,762	
Principal Payment	\$ 370,415	\$ 382,284	\$ 415,444	\$ 439,972	\$ 465,948	\$ 493,457	\$ 522,591	\$ 553,445	\$ 586,120	\$ 620,724	\$ 657,372	\$ 696,183	\$ 737,285	\$ 780,814	
EOY Balance	\$ 9,991,724	\$ 9,599,440	\$ 9,183,996	\$ 8,744,024	\$ 8,278,077	\$ 7,784,619	\$ 7,262,029	\$ 6,709,584	\$ 6,122,464	\$ 5,501,740	\$ 4,844,368	\$ 4,148,186	\$ 3,410,900	\$ 2,630,086	
INVESTMENT RETURNS (Year)	14	15	16	17	18	19	20	21	22	23	24	25	26	27	
Net Operating Income (NOI)	\$ 1,438,296	\$ 1,456,275	\$ 1,474,478	\$ 1,492,909	\$ 1,511,570	\$ 1,530,465	\$ 1,549,596	\$ 1,568,966	\$ 1,588,578	\$ 1,608,435	\$ 1,628,540	\$ 1,648,897	\$ 1,669,508	\$ 1,690,377	
Annual Debt Service	\$ 956,577	\$ 956,577	\$ 956,577	\$ 956,577	\$ 956,577	\$ 956,577	\$ 956,577	\$ 956,577	\$ 956,577	\$ 956,577	\$ 956,577	\$ 956,577	\$ 956,577	\$ 956,577	
After Debt Cash Flow (ADCF)	\$ 481,719	\$ 499,698	\$ 517,901	\$ 536,332	\$ 554,994	\$ 573,888	\$ 593,019	\$ 612,389	\$ 632,001	\$ 651,858	\$ 671,964	\$ 692,321	\$ 712,932	\$ 733,801	
Cash on Cash Return	7.4%	7.7%	8.0%	8.3%	8.5%	8.8%	9.1%	9.4%	9.7%	10.0%	10.3%	10.7%	11.0%	11.3%	ADCF / Developer Equity
Present Value of ADCF	\$ 243,301	\$ 240,363	\$ 237,257	\$ 234,000	\$ 230,611	\$ 227,107	\$ 223,503	\$ 219,812	\$ 216,050	\$ 212,226	\$ 208,354	\$ 204,444	\$ 200,505	\$ 196,547	5.00% Discount Rate
Discounted Cash on Cash Return	3.7%	3.7%	3.7%	3.6%	3.6%	3.5%	3.4%	3.4%	3.3%	3.3%	3.2%	3.1%	3.1%	3.0%	
Sale Value (including TIF revenue)*	\$ 19,177,279	\$ 19,416,965	\$ 19,659,707	\$ 19,905,453	\$ 20,154,271	\$ 20,406,200	\$ 20,661,277	\$ 20,919,543	\$ 21,181,038	\$ 21,445,801	\$ 21,713,873	\$ 21,985,296	\$ 22,260,113	\$ 22,538,364	7.50% Cap Rate
Cost of Sale	\$ 958,864	\$ 970,650	\$ 982,985	\$ 995,273	\$ 1,007,714	\$ 1,020,310	\$ 1,033,064	\$ 1,045,977	\$ 1,059,052	\$ 1,072,290	\$ 1,085,694	\$ 1,099,265	\$ 1,113,006	\$ 1,126,918	5.00% of Sales Value
Margin on Sale*	-9.6%	-8.5%	-7.3%	-6.2%	-5.0%	-3.8%	-2.6%	-1.4%	-0.2%	1.1%	2.4%	3.6%	4.9%	6.2%	
Sale Value (including TIF revenue)*	\$ 17,978,892	\$ 18,203,432	\$ 18,430,975	\$ 18,661,362	\$ 18,894,629	\$ 19,130,812	\$ 19,369,948	\$ 19,612,072	\$ 19,857,223	\$ 20,105,438	\$ 20,356,726	\$ 20,611,215	\$ 20,868,856	\$ 21,129,716	8.00% Cap Rate
Cost of Sale	\$ 898,935	\$ 910,172	\$ 921,549	\$ 933,068	\$ 944,731	\$ 956,541	\$ 968,497	\$ 980,604	\$ 992,861	\$ 1,005,272	\$ 1,017,838	\$ 1,030,561	\$ 1,043,443	\$ 1,056,486	5.00% of Sales Value
Margin on Sale*	-15.3%	-14.2%	-13.1%	-12.0%	-10.9%	-9.8%	-8.7%	-7.6%	-6.4%	-5.2%	-4.0%	-2.8%	-1.6%	-0.4%	
Sale Value (including TIF revenue)*	\$ 16,921,128	\$ 17,132,642	\$ 17,346,800	\$ 17,563,635	\$ 17,783,151	\$ 18,005,470	\$ 18,230,539	\$ 18,458,421	\$ 18,689,151	\$ 18,922,765	\$ 19,159,300	\$ 19,398,791	\$ 19,641,276	\$ 19,886,702	8.50% Cap Rate
Cost of Sale	\$ 846,056	\$ 856,632	\$ 867,340	\$ 878,182	\$ 889,159	\$ 900,274	\$ 911,527	\$ 922,921	\$ 934,458	\$ 946,138	\$ 957,965	\$ 969,940	\$ 982,064	\$ 994,340	5.00% of Sales Value
Margin on Sale*	-20.2%	-19.2%	-18.2%	-17.2%	-16.2%	-15.1%	-14.1%	-13.0%	-11.9%	-10.8%	-9.7%	-8.6%	-7.4%	-6.3%	

Average Discounted COC Return
Average Annual COC Return (NPV)

Footnotes:

*For purposes of determining the sales value and sale of the property in Year 10, and would likely reimburse any future owner for much of the rental income losses incurred from long-term (30-year) designation of eight affordable units.

** Capitalized rental income losses are included

***Affordable units include a total across both

**SUPPLEMENT TO TAX INCREMENT GRANT AGREEMENT
(The Boulevard)**

THIS SUPPLEMENT TO TAX INCREMENT GRANT AGREEMENT (the “Agreement”) is entered into as of _____, 2016 by and between the VILLAGE OF SHOREWOOD HILLS, Wisconsin, a Wisconsin municipal corporation (the “Village”), and DANFORD PLAZA, LLC, a Wisconsin limited liability company, (the “Developer”) and supplements and is in addition to that certain Tax Increment Grant Agreement between the Village and Developer dated January 16, 2016.

RECITALS

WHEREAS, the Village and Developer previously agreed that Developer will pay the Village the sum of Fifteen Thousand Dollars (\$15,000) for use as the Village sees fit for public amenities (the “Payment”); and

WHEREAS, the Tax Increment Grant Agreement between the Village and Developer dated January 16, 2016 failed to include provision for the Payment; and

WHEREAS, the Village and Developer wish to confirm the Developer’s obligation for, and provide terms for the Payment as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, and the mutual promises, obligations, and benefits provided hereunder, the receipt and adequacy of which are hereby acknowledged, Developer and the Village agree as follows:

1. Developer to Pay the Village. At or before the time a certificate of occupancy is issued for the new building to be constructed pursuant to the Tax Increment Grant Agreement, Developer shall pay the Village the sum of Fifteen Thousand Dollars (\$15,000) which the Village may use as it sees fit for one or more public amenities in the Village.

2. Remedies upon Default. A default is defined herein as a party’s breach of, or failure to comply with, the terms of this Agreement and the failure to cure such breach within ten (10) days after the date of written notice from the non-defaulting party. The parties reserve all remedies at law or in equity necessary to cure any default or to remedy any damages or losses under this Agreement. Rights and remedies are cumulative, and the exercise of one or more rights or remedies shall not preclude the exercise of other rights or remedies.

3. Counterparts. This Agreement may be executed in one or more counterpart copies, each of which so executed, irrespective of the date of execution and delivery (which may be by facsimile), shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

[Signature pages follow.]

VILLAGE:

VILLAGE OF SHOREWOOD HILLS
Dane County, Wisconsin

By: _____
Mark Sundquist, Village President

ATTEST:

Colleen Albrecht, Village Clerk

DEVELOPER:

DANFORD PLAZA, LLC.

By: Flad Development and Investment Corp.,
its Manager

By: _____
John J. Flad, President

Approved as to Form:

Matthew P. Dregne, Village Attorney

Monthly Incident Summary Report from January, 2015 through December, 2015

January - 2015

911 Abandoned Call	1
911 Disconnect	2
Accident Hit and Run	1
Accident Private Property	3
Accident Property Damage	12
Alarm	8
Animal Complaint-Stray	2
Assist Citizen	16
Assist Fire/Police	24
Check Person	6
Check Property	34
Damage to Property	1
Disturbance	1
EMS Assist	11
Fire Investigation	2
Forgery	1
Found Property	3
Information	3
Liquor Law Violation	3
Missing Juvenile	2
Noise Complaint	2
Non-Residential Burglary	1
OMVWI Arrest/Intoxicated Driver	2
On St Parking Complaint	9
Safety Hazard	3
Silent 911 Call	5
Suspicious Person	1
Suspicious Vehicle	3
Traffic Arrest	9
Traffic Incident	4
Traffic Stop	35
Total number of incidents	210

February - 2015

911 Abandoned Call	1
911 Disconnect	2
Accident Private Property	1
Accident Property Damage	14
Accident Unknown Injury	1
Adult Arrested Person	1
Alarm	6
Assist Citizen	7
Assist Fire/Police	17
Burglary-Residential	1
Check Person	2
Check Property	71
Damage to Property	1
Domestic Disturbance	1
EMS Assist	17
Fire Investigation	2
Foot Patrol	1
Found Property	1
Fraud	2
Information	4
Noise Complaint	2
OMVWI Arrest/Intoxicated Driver	4
On St Parking Complaint	8
Overdose	1
Pvt Prop Parking Complaint	2
Question 911 Call	1
RetailTheft	2
Safety Hazard	2
Silent 911 Call	3
Suspicious Vehicle	3
Theft	5
Threats Complaint	1
Traffic Arrest	14
Traffic Incident	2
Traffic Stop	32
Total number of incidents	235

March - 2015

911 Abandoned Call	2
911 Disconnect	3
Accident Private Property	4
Accident Property Damage	6
Accident Unknown Injury	1
Adult Arrested Person	1
Alarm	9
Animal Complaint	1
Animal Complaint-Disturbance	1
Animal Complaint-Stray	2
Assist Citizen	13
Assist Fire/Police	13
Assist Follow Up	3
Bomb Threat	1
Check Person	4
Check Property	43
Damage to Property	2
Disturbance	1
EMS Assist	19
Escort Conveyance	1
Foot Patrol	1
Forgery	1
Found Property	2
Fraud	1
Fraud/Identity Theft	1
Information	6
Juvenile Complaint	1
Liquor Law Violation	1
Lost Property	1
Misdialed 911 Call	2
Missing Juvenile	1
OMVWI Arrest/Intoxicated Driver	5
On St Parking Complaint	6
PC Conveyance/Commitment	1
Pvt Prop Parking Complaint	3
Question 911 Call	1
Safety Hazard	2
Silent 911 Call	2
Suspicious Person	2
Suspicious Vehicle	3
Theft from Auto	2
Traffic Arrest	11
Traffic Incident	1
Traffic Stop	25
Unintentional 911 Call	3

Total number of incidents 215

April - 2015

911 Abandoned Call	2
Accident Hit and Run	3
Accident Property Damage	4
Accident w/Injuries	1
Alarm	2
Animal - Lost	1
Assist Citizen	11
Assist Fire/Police	8
Check Person	11
Check Property	39
Child Neglect	1
Damage to Property	1
Disturbance	3
EMS Assist	6
Escort Conveyance	1
Fight Call	1
Foot Patrol	4
Forgery	1
Found Property	2
Fraud/Identity Theft	9
Information	7
Intoxicated Person	1
Missing Juvenile	1
OMVWI Arrest/Intoxicated Driver	3
On St Parking Complaint	5
PNB/AED Response	1
Preserve the Peace	1
Pvt Prop Parking Complaint	4
Question 911 Call	1
Repo	1
Safety Hazard	6
Serving Legal Papers	1
Silent 911 Call	5
Stolen Auto	1
Suspicious Person	2
Suspicious Vehicle	6
Theft	2
Theft from Auto	16
Traffic Arrest	6
Traffic Incident	3
Traffic Stop	30
Unintentional 911 Call	2
Violation of Court Order	1
Total number of incidents	217

May - 2015

911 Abandoned Call	2
911 Disconnect	2
Accident Hit and Run	1
Accident Private Property	4
Accident Property Damage	5
Accident Unknown Injury	2
Accident w/Injuries	1
Alarm	2
Animal Complaint-Stray	1
Assist Citizen	12
Assist Fire/Police	21
Assist Follow Up	2
Check Parking Postings	1
Check Property	43
Disturbance	2
Domestic Disturbance	1
EMS Assist	6
Fire Investigation	1
Found Property	3
Fraud	1
Fraud/Identity Theft	5
Information	3
Neighbor Trouble	1
OMVWI Arrest/Intoxicated Driver	4
On St Parking Complaint	6
Problem-Solving - Property	1
Pvt Prop Parking Complaint	4
Question 911 Call	2
RetailTheft	1
Robbery - Armed	1
Safety Hazard	3
Silent 911 Call	2
Stalking Complaint	5
Stolen Other Vehicle-Cycle	1
Suspicious Person	3
Suspicious Vehicle	9
Theft	3
Theft from Auto	1
Traffic Arrest	20
Traffic Incident	3
Traffic Stop	65
Unintentional 911 Call	3
Unwanted Person	1
Total number of incidents	260

June - 2015

911 Abandoned Call	4
911 Disconnect	3
Accident Hit and Run	3
Accident Private Property	5
Accident Property Damage	9
Accident w/Injuries	1
Alarm	5
Alarm Broadcast and File	1
Animal Complaint-Bite	3
Animal Complaint-Stray	5
Assist Citizen	15
Assist Fire/Police	14
Assist Follow Up	4
Attempt to Locate Person	1
Check Person	10
Check Person - Weapon	1
Check Property	38
Damage to Property	1
EMS Assist	6
Fire Investigation	1
Foot Patrol	1
Forgery	1
Found Property	1
Fraud	1
Fraud/Identity Theft	1
Information	9
Intoxicated Person	1
Lost Property	1
Misdialed 911 Call	1
Missing Adult	1
Missing Juvenile	1
Noise Complaint	2
OMVWI Arrest/Intoxicated Driver	1
On St Parking Complaint	19
Pvt Prop Parking Complaint	4
Question 911 Call	1
Safety Hazard	10
Silent 911 Call	2
Stolen Bicycle	1
Suspicious Person	3
Suspicious Vehicle	3
Test 911 Call	1
Theft	1
Theft from Auto	2
Traffic Arrest	17
Traffic Incident	2
Traffic Stop	56
Unintentional 911 Call	4
Total number of incidents	278

Monthly Incident Summary Report from January, 2015 through December, 2015

July - 2015

911 Abandoned Call	2
911 Disconnect	1
Accident Hit and Run	1
Accident Private Property	2
Accident Property Damage	6
Accident w/Injuries	2
Alarm	5
Animal Complaint-Stray	3
Assist Citizen	17
Assist Fire/Police	20
Assist Follow Up	7
Attempt to Locate Person	1
Battery	1
Check Person	8
Check Property	42
Damage to Property	3
Disturbance	3
EMS Assist	2
Enticement/Kidnapping	1
Fire Investigation	2
Foot Patrol	6
Found Property	6
Fraud	1
Information	8
Liquor Law Violation	2
Misdialed 911 Call	2
Missing Adult	1
Noise Complaint	1
Non-Residential Burglary	1
OMVWI Arrest/Intoxicated Driver	5
On St Parking Complaint	44
Pvt Prop Parking Complaint	6
Question 911 Call	1
Safety Hazard	3
Silent 911 Call	8
Special Event	1
Stolen Other Vehicle-Cycle	1
Suspicious Person	1
Suspicious Vehicle	12
Threats Complaint	1
Traffic Arrest	16
Traffic Incident	7
Traffic Stop	58
Unintentional 911 Call	3
Total number of incidents	324

August - 2015

911 Disconnect	2
Accident Hit and Run	3
Accident Property Damage	8
Alarm	7
Alarm Broadcast and File	1
Animal Complaint-Stray	2
Assist Citizen	16
Assist Fire/Police	24
Assist Follow Up	2
Burglary-Residential	2
Check Person	16
Check Property	37
Damage to Property	1
Death Investigation	1
Domestic Disturbance	2
EMS Assist	6
Fire Investigation	1
Foot Patrol	10
Information	7
Misdialed 911 Call	5
Multiple/Nuisance 911 Calls	1
Noise Complaint	3
Non-Residential Burglary	2
OMVWI Arrest/Intoxicated Driver	6
On St Parking Complaint	16
PNB/AED Response	1
Preserve the Peace	1
Pvt Prop Parking Complaint	4
Safety Hazard	7
Serving Legal Papers	1
Silent 911 Call	7
Special Event	1
Suspicious Person	4
Suspicious Vehicle	11
Test 911 Call	1
Theft	5
Traffic Arrest	9
Traffic Incident	4
Traffic Stop	83
Unintentional 911 Call	3
Total number of incidents	323

September - 2015

911 Abandoned Call	1
911 Disconnect	6
Accident Hit and Run	3
Accident Private Property	1
Accident Property Damage	8
Accident Unknown Injury	1
Alarm	17
Alarm Broadcast and File	2
Animal Complaint-Stray	2
Assist Citizen	13
Assist Fire/Police	19
Assist Follow Up	3
Check Person	9
Check Property	15
Child Abuse	1
Damage to Property	2
Death Investigation	2
Disturbance	1
EMS Assist	14
Fire Investigation	1
Foot Patrol	3
Forgery	1
Found Person	1
Found Property	1
Fraud	1
Information	5
Intoxicated Person	1
Juvenile Complaint	1
Misdialed 911 Call	2
Noise Complaint	1
OMVWI Arrest/Intoxicated Driver	5
On St Parking Complaint	15
Playing w/Telephone 911 Call	1
Pvt Prop Parking Complaint	3
Question 911 Call	1
RetailTheft	1
Road Rage	1
Safety Hazard	5
Silent 911 Call	4
Stolen Bicycle	1
Suspicious Vehicle	9
Theft	1
Theft from Auto	1
Threats Complaint	2
Traffic Arrest	20
Traffic Incident	7
Traffic Stop	100
Trespass	1
Unintentional 911 Call	5
Violation of Court Order	1
Total number of incidents	322

October - 2015

911 Abandoned Call	1
911 Disconnect	2
Accident Hit and Run	1
Accident Private Property	2
Accident Property Damage	11
Accident Unknown Injury	3
Accident w/Injuries	5
Alarm	5
Animal - Lost	2
Animal Complaint-Stray	1
Assist Citizen	11
Assist Fire/Police	18
Attempt to Locate Person	2
Burglary-Residential	1
Check Person	10
Check Property	19
Death Investigation	2
Disturbance	3
Domestic Disturbance	2
EMS Assist	10
Foot Patrol	1
Forgery	1
Found Property	2
Fraud	2
Information	9
Misdialed 911 Call	3
Missing Juvenile	1
Noise Complaint	1
OMVWI Arrest/Intoxicated Driver	1
On St Parking Complaint	9
Pvt Prop Parking Complaint	1
Question 911 Call	4
Safety Hazard	6
Silent 911 Call	6
Silent Case Number	1
Solicitors Complaint	1
Suspicious Person	2
Suspicious Vehicle	10
Theft	1
Threats Complaint	1
Traffic Arrest	10
Traffic Incident	6
Traffic Stop	51
Unintentional 911 Call	3
Unwanted Person	1
Total number of incidents	245

November - 2015

911 Abandoned Call	1
911 Disconnect	1
Accident Hit and Run	1
Accident Private Property	3
Accident Property Damage	3
Accident Unknown Injury	1
Accident w/Injuries	1
Alarm	6
Animal - Found	1
Animal - Lost	1
Animal Complaint-Disturbance	1
Animal Complaint-Stray	2
Assist Citizen	19
Assist Fire/Police	13
Check Person	6
Check Property	16
Damage to Property	1
Disturbance	3
Domestic Disturbance	1
EMS Assist	12
Foot Patrol	1
Forgery	1
Found Property	3
Information	12
Juvenile Complaint	2
Lost Property	1
OMVWI Arrest/Intoxicated Driver	7
On St Parking Complaint	13
Preserve the Peace	2
Pvt Prop Parking Complaint	7
Question 911 Call	1
Repo	1
Safety Hazard	12
Serving Legal Papers	1
Silent 911 Call	1
Suspicious Person	3
Suspicious Vehicle	3
Theft	1
Theft from Auto	1
Threats Complaint	1
Traffic Arrest	8
Traffic Complaint/Investigation	3
Traffic Incident	4
Traffic Stop	67
Unintentional 911 Call	4
Unwanted Person	1
Violation of Court Order	1

Total number of incidents 255

Monthly Incident Summary Report from January, 2015 through December, 2015

December - 2015

Accident Property Damage	1
Alarm	1
Animal Complaint-Stray	1
Assist Citizen	5
Assist Fire/Police	2
Check Person	3
Check Property	5
EMS Assist	1
Fraud	1
Misdialed 911 Call	2
OMVWI Arrest/Intoxicated Driver	2
On St Parking Complaint	8
Preserve the Peace	1
Pvt Prop Parking Complaint	1
Robbery - Armed	1
Silent 911 Call	2
Special Event	1
Suspicious Person	1
Traffic Arrest	10
Traffic Stop	15

Total number of incidents 64

2015 Running Total 2948

<u>Incident #</u>	<u>Incident Date Time</u>	<u>Incident Location</u>	<u>Incident Type</u>	<u>Units Assigned</u>
15-214931	7/1/2015 8:05:23 PM	4020 University AVE Shorewood Hills 53705	False alarm or false call, other	E9
15-215481	7/2/2015 9:09:08 AM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9
15-218404	7/4/2015 1:51:41 PM	1008 SHOREWOOD BLVD Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9
15-220192	7/5/2015 7:18:50 PM	4200 University AVE Shorewood Hills 53705	Unintentional transmission of alarm, other	E9
15-221648	7/6/2015 11:44:02 PM	3611 SUNSET DR Shorewood Hills 53705	Electrical wiring/equipment problem, other	M9,C31,L2,L1,E3,E4,E9
15-222753	7/7/2015 8:00:58 PM	3310 UNIVERSITY AVE Shorewood Hills 53705	Alarm system sounded due to malfunction	E9
15-228803	7/12/2015 12:05:34 PM	1105 SHOREWOOD BLVD Shorewood Hills 53705	Smoke detector activation due to malfunction	E9
15-234372	7/16/2015 5:02:31 PM	University Ave / Shorewood BLVD Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M2,E9
15-241952	7/22/2015 3:06:55 PM	1105 SHOREWOOD BLVD Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9,E9
15-243565	7/23/2015 6:34:55 PM	3404 CIRCLE CLOSE Shorewood Hills 53705	Detector activation, no fire - unintentional	E9
15-246960	7/26/2015 3:28:59 AM	905 COLUMBIA RD Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9
15-248629	7/27/2015 4:04:27 PM	2725 MARSHALL CT Shorewood Hills 53705	False alarm or false call, other	E9
15-250517	7/29/2015 1:07:44 AM	2820 Marshall CT Shorewood Hills 53705	Smoke detector activation due to malfunction	E9
15-256212	8/2/2015 12:20:57 PM	900 UNIVERSITY BAY DR Shorewood Hills 53705	Local alarm system, malicious false alarm	E9,E9
15-256296	8/2/2015 1:50:58 PM	3682 LAKE MENDOTA DR Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E9,E9,M2
15-259945	8/5/2015 10:32:11 AM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,M64R
15-261624	8/6/2015 1:38:12 PM	800 University Bay DR Shorewood Hills 53705	Rescue or EMS standby	M2,E4
15-261851	8/6/2015 4:11:53 PM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9
15-263220	8/7/2015 3:49:20 PM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9
15-264939	8/8/2015 11:12:02 PM	3316 BLACKHAWK DR Shorewood Hills 53705	False alarm or false call, other	E9
15-265209	8/9/2015 4:18:24 AM	3533 BLACKHAWK DR Shorewood Hills 53705	Hazardous condition, other	E9
15-265556	8/9/2015 1:53:25 PM	1015 OAK WAY Shorewood Hills 53705	Lock-out	E9,E4,E9

15-267059	8/10/2015 6:24:28 PM	1240 DARTMOUTH RD	Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E4,E8,E9
15-267892	8/11/2015 1:14:56 PM	3650 UNIVERSITY AVE	Shorewood Hills 53705	Good intent call, other	M9,E9,E9
15-269160	8/12/2015 12:25:36 PM	3310 UNIVERSITY AVE	Shorewood Hills 53705	False alarm or false call, other	E4,L1
15-276873	8/18/2015 11:19:58 AM	1244 DARTMOUTH RD	Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E9,M5
15-276969	8/18/2015 12:29:19 PM	2880 UNIVERSITY AVE	Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M7
15-280194	8/20/2015 10:11:58 PM	1675 HIGHLAND AVE	Shorewood Hills 53705	Alarm system activation, no fire - unintentional	M9,L2,L1,E4,E9,C31,E1
15-282548	8/22/2015 4:15:21 PM	3700 UNIVERSITY AVE	Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9,E9,M5
15-286126	8/25/2015 2:52:26 PM	1214 EDGEHILL DR	Shorewood Hills 53705		L1
15-287214	8/26/2015 1:14:53 PM	3452 CRESTWOOD DR	Shorewood Hills 53705	Alarm system activation, no fire - unintentional	E9
15-291394	8/29/2015 4:20:24 PM	900 UNIVERSITY BAY DR	Shorewood Hills 53705	Local alarm system, malicious false alarm	E9,E9
15-295351	9/1/2015 2:26:59 PM	1105 SHOREWOOD BLVD	Shorewood Hills 53705	Smoke detector activation, no fire - unintentional	E9
15-295562	9/1/2015 4:34:01 PM	University Ave / Ridge ST	Shorewood Hills 53705	No incident found on arrival at dispatch address	M2,E9
15-295612	9/1/2015 4:59:25 PM	University Ave / Ridge ST	Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9
15-295865	9/1/2015 8:00:40 PM	2715 Marshall CT	Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M6,E9
15-298023	9/3/2015 12:28:00 PM	University Bay Dr / University AVE	Shorewood Hills 53705	Motor vehicle accident with injuries	M9,E1
15-301201	9/5/2015 3:00:05 PM	3650 UNIVERSITY AVE	Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9,E9
15-303222	9/7/2015 2:14:08 AM	3606 BLACKHAWK DR	Shorewood Hills 53705	False alarm or false call, other	E9,E9
15-304626	9/8/2015 12:09:29 PM	4200 University AVE	Shorewood Hills 53705	Assist police or other governmental agency	M7,E4
15-304665	9/8/2015 12:33:01 PM	2880 UNIVERSITY AVE	Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M6,M2
15-305012	9/8/2015 4:46:51 PM	3443 EDGEHILL PKWY	Shorewood Hills 53705	Smoke detector activation, no fire - unintentional	E9
15-306851	9/10/2015 12:40:12 AM	UNIVERSITY AVE / MARSHALL CT	Shorewood Hills 53705	EMS call, party transported by non-fire agency	E9,M9,E9
15-306961	9/10/2015 6:13:39 AM	3650 UNIVERSITY AVE	Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9,E9

15-312341	9/14/2015 11:10:21 AM	3600 UNIVERSITY AVE	Shorewood Hills 53705	Alarm system activation, no fire - unintentional	E9
15-312714	9/14/2015 3:55:45 PM	3546 LAKE MENDOTA DR	Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E9,M9
15-313596	9/15/2015 10:53:43 AM	4020 University AVE	Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E9,M9
15-315471	9/16/2015 4:43:18 PM	2880 UNIVERSITY AVE	Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M2
15-316747	9/17/2015 3:50:10 PM	2880 UNIVERSITY AVE	Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M7
15-316848	9/17/2015 4:47:38 PM	2880 UNIVERSITY AVE	Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9
15-317472	9/18/2015 4:52:19 AM	2840 UNIVERSITY AVE	Shorewood Hills 53705	Smoke detector activation, no fire - unintentional	E9
15-319900	9/19/2015 6:08:50 PM	University Ave / Highbury RD	Shorewood Hills 53705	Chemical spill or leak	E9
15-323034	9/22/2015 11:04:26 AM	2880 UNIVERSITY AVE	Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	L1,M9
15-324465	9/23/2015 11:59:23 AM	3650 UNIVERSITY AVE	Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E9,M9
15-326643	9/24/2015 11:03:36 PM	2822 Marshall CT	Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E9,M9
15-327631	9/25/2015 5:09:42 PM	939 UNIVERSITY BAY DR	Shorewood Hills 53705	False alarm or false call, other	E9
15-328491	9/26/2015 10:57:31 AM	4000 University AVE	Shorewood Hills 53705	False alarm or false call, other	E9
15-330995	9/28/2015 10:46:48 AM	1123 OAK WAY	Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M2,E9
15-331143	9/28/2015 12:44:18 PM	2822 Marshall CT	Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E9,M9
15-333508	9/30/2015 9:49:29 AM	800 UNIVERSITY BAY DR	Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E9,M9

<u>Incident #</u>	<u>Incident Date Time</u>	<u>Incident Location</u>	<u>Incident Type</u>	<u>Units Assigned</u>
15-334516	10/1/2015 2:41:35 AM	3300 LAKE MENDOTA DR Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E9,M9
15-334966	10/1/2015 1:34:00 PM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	L1,M9
15-337524	10/3/2015 11:22:13 AM	3650 UNIVERSITY AVE Shorewood Hills 53705	False alarm or false call, other	E9,M9
15-342066	10/7/2015 8:28:05 AM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9,E9
15-350207	10/13/2015 7:32:00 PM	3700 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E9,M9
15-352325	10/15/2015 2:26:16 PM	3650 UNIVERSITY AVE Shorewood Hills 53705	False alarm or false call, other	L1
15-352520	10/15/2015 4:25:04 PM	University Ave / Joyce Erdman PL Shorewood Hills 53705	Motor vehicle accident with injuries	E9,M9
15-355685	10/18/2015 12:28:30 AM	EDGEHILL DR / BLACKHAWK DR Shorewood Hills 53705	Assist police or other governmental agency	E9,M9
15-361233	10/22/2015 3:32:54 PM	Bowdoin Rd / Amherst DR Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E4,M1
15-363697	10/24/2015 3:35:18 PM	3700 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E9,M2,E9
15-366471	10/27/2015 6:07:53 AM	2880 UNIVERSITY AVE Shorewood Hills 53705	False alarm or false call, other	E9
15-367309	10/27/2015 7:21:18 PM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9
15-367794	10/28/2015 9:57:35 AM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9
15-368874	10/29/2015 8:10:25 AM	3212 TOPPING RD Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E9,M2,E9
15-373998	11/2/2015 4:34:14 AM	3212 TOPPING RD Shorewood Hills 53705	Assist invalid	E9,M9
15-374641	11/2/2015 3:02:05 PM	3310 UNIVERSITY AVE Shorewood Hills 53705	Good intent call, other	E9,E9
15-374714	11/2/2015 3:55:43 PM	3310 University AVE Shorewood Hills 53705	Good intent call, other	E9,E9
15-377259	11/4/2015 5:16:52 PM	2727 MARSHALL CT Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M2,M5,E9
15-377497	11/4/2015 9:02:18 PM	3206 LAKE MENDOTA DR Shorewood Hills 53705	Smoke detector activation due to malfunction	E9
15-379299	11/6/2015 12:11:45 PM	2880 UNIVERSITY AVE Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	M9
15-382234	11/9/2015 7:35:51 AM	3310 UNIVERSITY AVE Shorewood Hills 53705	Gas leak (natural gas or LPG)	E9
15-384696	11/11/2015 9:56:22 AM	2715 Marshall CT Shorewood Hills 53705	Detector activation, no fire - unintentional	E9,E9
15-386842	11/13/2015 2:21:19 AM	3510 SUNSET DR Shorewood Hills 53705	EMS call, excluding vehicle accident with injury	E9,M9
15-394100	11/19/2015 10:32:10 AM	2822 Marshall CT Shorewood Hills 53705	No incident found on arrival at dispatch address	E9,M9

15-394123	11/19/2015	10:57:58 AM	4010 UNIVERSITY AVE	Shorewood Hills	53705	No incident found on arrival at dispatch address	E9,M9
15-395712	11/20/2015	2:45:11 PM	2880 UNIVERSITY AVE	Shorewood Hills	53705	EMS call, excluding vehicle accident with injury	M9,E9,E9
15-395766	11/20/2015	3:35:54 PM	2913 COLUMBIA RD	Shorewood Hills	53705	EMS call, excluding vehicle accident with injury	M9,E9
15-396988	11/21/2015	1:27:13 PM	University Ave / Shorewood BLVD	Shorewood Hills	53705	Motor vehicle accident with injuries	E9,M9,M2,M10
15-397928	11/22/2015	11:03:27 AM	3121 OXFORD RD	Shorewood Hills	53705	EMS call, excluding vehicle accident with injury	M2,E9
15-400354	11/24/2015	3:44:06 PM	2880 UNIVERSITY AVE	Shorewood Hills	53705	EMS call, excluding vehicle accident with injury	M9
15-401028	11/25/2015	8:08:31 AM	1675 HIGHLAND AVE	Shorewood Hills	53705	False alarm or false call, other	E9,E4,E12,F19,M9,L1,L2,C31
15-403093	11/27/2015	1:15:23 PM	2880 UNIVERSITY AVE	Shorewood Hills	53705	EMS call, excluding vehicle accident with injury	M1,M2
15-405799	11/30/2015	9:33:35 AM	3212 TOPPING RD	Shorewood Hills	53705	EMS call, excluding vehicle accident with injury	E9,M6
15-407982	12/2/2015	8:41:26 AM	2880 UNIVERSITY AVE	Shorewood Hills	53705	EMS call, excluding vehicle accident with injury	M9
15-416404	12/9/2015	1:49:27 PM	4020 UNIVERSITY AVE	Shorewood Hills	53705	No incident found on arrival at dispatch address	M9,E9
15-418422	12/11/2015	3:09:04 AM	923 CORNELL CT	Shorewood Hills	53705	EMS call, excluding vehicle accident with injury	E9,M9
15-419320	12/11/2015	8:37:20 PM	2800 UNIVERSITY AVE	Shorewood Hills	53705	EMS call, excluding vehicle accident with injury	E9,M2
15-429576	12/20/2015	11:38:23 PM	2820 Marshall CT	Shorewood Hills	53705	EMS call, excluding vehicle accident with injury	E9,M9
15-431662	12/22/2015	7:50:31 PM	2820 Marshall CT	Shorewood Hills	53705	EMS call, excluding vehicle accident with injury	E9,M9
15-432555	12/23/2015	3:44:04 PM	2880 UNIVERSITY AVE	Shorewood Hills	53705	EMS call, excluding vehicle accident with injury	M10
15-433525	12/24/2015	3:07:17 PM	2800 Marshall CT	Shorewood Hills	53705	Smoke detector activation, no fire - unintentional	E9
15-434632	12/25/2015	10:28:19 PM	Oxford Rd / University Bay DR	Shorewood Hills	53705	Motor vehicle accident with injuries	M9,E4

Minutes of the Finance Committee
Village of Shorewood Hills

Wednesday, February 17, 2016

(scheduled for review at the next Finance Committee meeting)

1. **Called to Order at 5:33p.m.:**
 - A. **Roll Call:** Committee Members Present: Chair/Village Trustee Dave Benforado, Village Treasurer Sean Cote, Dave Ahmann, Gard Strother and Karl Wellensiek. Village President Mark Sundquist and Carl Gulbrandsen were excused.
 - B. **Others Present:** Village Administrator Karl Frantz, Village Clerk Cokie Albrecht and Vicki Hellenbrand (Baker Tilly).
2. **Meeting Notice:** D.Benforado inquired and K.Frantz confirmed that the meeting had been properly posted in compliance with open meeting laws.
3. **Approval of Prior Meeting Minutes:** the Committee reviewed the draft minutes from the October 21, 2015, Finance Committee meeting. **Motion to approve the minutes by G.Strother, second by K.Wellensiek. Motion passed (5-0).**
4. **Progress report on Village Water Utility rate case pending at the PSC:**

V.Hellenbrand provided an update on the Village's water utility rate case that is pending at the Public Service Commission:

 - **Revenue Requirement:** while Commission staff have reviewed and approved the revenue requirement portion of the rate case, the fire hydrant rental/fire protection fee component has become problematic;
 - **Fire Protection Fee:** The fire protection fee is paid annually by the Village general fund to the water utility. The fire protection fee is based on two premises: (1) that municipal water systems are designed and sized to allow fire crews to fight fires; had they been designed and sized just for the distribution of water for people to use in their homes, the system would be much less robust, the pipes much smaller; and (2) the cost of providing a water system capable of fighting fires should be borne by all property tax payers, not all water utility customers. The fire protection fee is calculated based on a formula, and due to the fact that the Village has installed so many new water pipes in the Village (not modifying the size, just replacing fully depreciated 50-100 year old water pipes with new pipes), PSC staff initially calculated the fire protection fee to practically double (from \$100K to \$200K). This magnitude of an impact would be tough for the Village general fund to absorb because of State imposed levy limits. PSC staff engaged in a second round of calculations and was able to reduce to fire protection fee increase to \$50K (i.e., up from \$100K/yr to \$150/yr). Hellenbrand opined that \$50K increase was still unreasonably high for a municipality the size of Shorewood Hills to absorb, and that she was exploring other ways to reduce it; The Committee asked Hellenbrand to keep advocating the case on behalf of the Village, and to report back when more is known. No Committee action was taken.
5. **Discussion and possible recommendations on purchase of Village accounting software:** K.Frantz distributed a staff memo dated Feb. 17, 2016, recommending the

purchase of new Clarity accounting software from Civic Systems. Frantz also distributed an unsigned copy of the \$39K Civic Systems contract for the purchase of the new Clarity accounting software and various additional modules. Frantz explained that:

- existing Classic accounting software has been used by the Village for 16 year and is no longer being supported;
- Clarity accounting software is the best product available on the market that meets the Village's needs; there are other products (e.g., Banyon, Workhorse, Quickbooks) that are less expensive, but they do not meet the Village's needs;
- \$39K cost will be paid to Civic Systems over a three year period (\$13K/yr);
- Village Capital Plan and 2015 borrowing underestimated the cost at \$20K;
- since the new Clarity software uses a SQL data base rather than an Access database, the latter having security concerns, this new software will eliminate the auditor's comments that appear every year in the audit management letter regarding the security concerns of the Village using accounting software based on Access database;
- big plus will be that water and sewer utility bills will now be able to made via ACH;and
- increase in the annual Village support costs of \$1.5K.

Motion by G.Strother, second by K.Wellensiek to recommend to the Village Board that the purchase of the Civic Systems Clarity software accounting package be authorized and approved, to be paid for according to the specified terms in the contract. Motion passed 5-0.

6. **Future Meeting Dates:** the Committee reviewed and agreed to the following meeting dates:
 - A. March 16 (5:30 pm).
 - B. April 13 (5:30 pm).
 - C. May 11 (5:30 pm).

7. **Adjourned:** at 6:31 p.m.

Respectfully submitted by Dave Benforado on February 19, 2016.



Meeting Minutes - Draft JOINT WEST CAMPUS AREA COMMITTEE

Wednesday, December 9, 2015

4:45 PM

WARF Bldg., Room 132
610 Walnut Street

CALL TO ORDER / ROLL CALL

Present: 13 - Stephanie G. Jones; Bradley A. Cantrell; Julia Billingham; Duane Steinhauer; Douglas K. Carlson; Gary A. Brown; Rob Kennedy; Mark C. Wells; Lisa M. Reese; Karl Frantz; John R. Imes; Fred Wade and Liz E. Vowles

Absent: 1 - Sharon Devenish

Excused: 7 - Shiva Bidar-Sielaff; Chris Schmidt; Sara Eskrich; Daniel A. O'Callaghan; Everett D. Mitchell; Kelly Ignatoski and Andrew Howick

Staff: Aaron Williams (UW FP&M)

Observers: Bill Elvey, Ann Hayes (UW FP&M), John Horn, Mike Warren, Sadat Khan (UW Rec Sports), Mary Czyszczak-Lyne (RNA) Andy Luehmann, Paul Wiese (SmithGroupJJR), Robert Barr (Continuum), Jeffrey Bruce (JBC), Tom Raley, Steve Pearl (Flad), Eric Sande (DFD), Samantha Sullivan, John Pape, Chad Schultz, Ryan Malliet, Kelsey Cato, Tim Gerug, Victoria Landon, Ashley Lax, Clark Brunner, Erin Stawicki (UW Students)

The meeting was called to order by co-chair D. Carlson at 4:45 p.m. with a quorum being present and the meeting noticed per City of Madison requirements.

REVIEW AGENDA / APPROVAL OF October 28, 2015 MINUTES

A motion was made by Steinhauer, seconded by Frantz, to Approve the October 28, 2015 Minutes. The motion passed by voice vote/other.

PUBLIC COMMENT PERIOD / DISCLOSURES AND RECUSALS

G. Brown recused himself from voting on the Near West Natatorium Playfield Upgrade project.

Local Agency Updates

Village of Shorewood Hills (J. Imes)

- The Pyare Square redevelopment project is moving forward and TIF dollars will be used for demolition.
- The village board recently raised the Village tax levy 1.5%.
- The AT&T plaza project is also moving forward on corner of University Ave and Shorewood Blvd.

City of Madison (B. Cantrell)

- Plan Commission recently approved the University Hills Neighborhood Plan.
 - DOT property not included in this plan
- Plan Commission approved two affordable housing projects.

University of Wisconsin-Madison (G. Brown)

- Babcock Hall Dairy Plant Addition
 - Approved by Plan Commission for conditional use and the demolition permit for 'Science House'.
- Meat Science Laboratory
 - Continues in final design, late spring 2016 bid anticipated.
- UW Hospital Parking Ramp Expansion
 - In phase 2 of construction, project is on schedule.
- Vet Med Expansion Planning
 - Feasibility study has been completed.
- UW Houses Renovation
 - Project nearing completion. Tuck pointing of the exteriors will begin next summer.
- UW Police Department Addition
 - No zoning action required. Informational presentation occurring tonight. A site plan review will be submitted to city staff approval and sign-off.
- College of Engineering Facilities Plan
 - The planning study has been completed and will go before the university's Campus Planning Committee in the coming months.
- West Natatorium Fields Upgrade
 - Action item following presentation later tonight. Project is a permitted use in the C-1 district. The project only requires site plan review by city staff. Joint West action is a recommendation to city staff.
- 2015 Campus Master Plan Update
 - Next Open House February 24, 2016 at Gordon Dining Event Center 7PM-9PM
- Haight Road Reconstruction
 - Continues in construction document preparation for summer 2016 construction.
- Willow Creek Stormwater Facility
 - City staff is in the process of submitting permits to DNR.
- Vet Med 2nd Floor Infill
 - Continues in construction document preparation.

University Hospital Authority (R. Jacobson)

- No report.

Neighborhood Association Updates

Regent (M. Czyszczak-Lyne)

- The construction project at the corner of Highland Ave/University Ave is under way.
- Dan O'Callaghan met with UW Athletics to discuss noise from the stadium during football practices to come to an agreement on how to address the situation.
- 1000 Friends of Wisconsin is working with the neighborhood on fundraising for the Highland Ave underpass art project. Sam Dennis showed a full size mock-up for neighborhood approval at the InnTowner recently which was well received.

Sunset Village (L. Vowles)

- Road construction including sewer/water/storm construction is currently underway on Hillside Drive. They will be adding curb and gutter which currently does not exist.

Vilas (D. Carlson)

- The Double-S BBQ conditional use approval was denied which would have allowed for an outdoor pit-style smoker.
- The reconstruction of Monroe Street has been added to the 2018 budget.
- Craig Stanley is the new president of the Vilas Neighborhood Association.

Greenbush (D. Steinhauer)

- The Plan Commission recently approved the affordable housing development at 820 Park Street even with vocal neighborhood objection. The project was altered significantly through the process becoming less desirable to the neighborhood.

Dudgeon-Monroe

- There is a Facebook page for the Monroe Street reconstruction project to assist with creating a clearing house of comments for pedestrian safety additions for the corridor

- The Glen construction project has closed Glenway Street for this week (Dec. 7 through Dec. 11).

Near West Natatorium Playfield Upgrades (ACTION ITEM)

- Project Team: A. Luehmann (SGJJR), J. Bruce (JBC), J. Horn, M. Warren, S. Khan (Rec Sports), A. Hayes (UW FP&M)
- Joint West is being asked to make a recommendation to city staff as this project will not be going to the Plan Commission for review or action.
- A Draft Environmental Impact Assessment (EIA) will be released in January and have a public information meeting toward the end of the month.
- The Final EIA will be published at the end of February or in early March
 - Project Highlights:
 - Synthetic Turf fields with sustainable, eco-fill (not crushed rubber tires)
 - Bring lighting standards up to meet IES standards
 - Provide scoreboards and sound system for weather warnings and announcements during major events
 - Security cameras for campus police observation
 - Stormwater
 - The current stormwater plans match the current amount of flow that is directed into the CoGen ponds. The project will be providing subgrade storage for the 100-year storm.
 - Water quality will be improved with this project. Total Suspended Solids (TSS) will be reduced, phosphorus is reduced, and lawn mowing & fertilization will be eliminated.
 - Questions:
 - D. Steinhauer: Will the natural flow to the infiltration be changed?
 - Blue area on the map is the underground storage area that is composed of a 15"-deep open aggregate area that is 730 ft. x 250 ft. Stormwater will flow into the underground storage area and then toward the bioswales as it does today.
 - D. Carlson: Will there be any spectator seating?
 - SGJJR: Small portable bleachers and team benches will be provided similar to what exists today.
 - K. Franz: If I were a UW official I would have to reconciled this as a loss of 'open space'; the columns, artificial turf, more structured space seems to lose 'open space'; it will look a lot different and not seem open as it exists today.
 - B. Cantrell: What are the hours of operation with respect to lighting?
 - J. Horn: Lights are off by 11PM. Lights come on at different times depending on Spring or Fall seasons and the need for lighting. During the summer there is limited evening use. Currently the fields are not in operation Friday and Saturday nights.
 - J. Billingham: Does this cut into the existing stormwater bioswales facilities?
 - SGJJR: It is slightly encroaching on the north side of the ponds. They will be modified on the south side to accommodate the same amount of detention and replanted with native vegetation.
 - J. Billingham: How will the sound system and/or lights impact wildlife?
 - G. Brown: The environmental impact assessment will consider these items. Please watch for this information in January.
 - M. Czyszczak-Lyne: How will the public use this space?
 - J. Horn: This space is predominately used by students and programmed. The fencing is not to limit access but more to control loose balls and control access for special ticketed events.
 - F. Wade: Height of lights?
 - SGJJR: To achieve IES standards, 1 of the poles will be 10' taller.
 - F. Wade: Where is the light directed?
 - SGJJR: Looking at LED, full cut-off, directed downward to the field surface.
 - L. Vowles: What is the environmental impact of the turf and is it toxic in anyway?

- J. Bruce: In response to toxicity of turf, the technology being used here will not be using crushed tire rubber which is the primary focus of the toxicity in these types of fields.
- L. Reese: Where is the parking?
 - SGJJR: Bike and moped parking will be along Observatory Drive and off the northwest corner along Walnut Street. Most of the student access is via foot traffic or the campus bus.
- J. Imes: Have you run the stormwater calculations? How much water is captured?
 - SGJJR: TSS is modeled at an 83% reduction based over the existing flows. The project will control up to the 100-year storm and actually reduce the amount of water going into the Cogen ponds.
- B. Cantrell: What if we have a 500-year storm?
 - SGJJR: It would back up out of the underground stormwater storage layer into the base of turf area, impact should be minimal.
- F. Wade: Does this mean the removal of what exists today?
 - SGJJR: Yes, there will be removal of excess soil and we are looking for reuse areas.
- D. Steinhauer: Is the rubber infill similar to Camp Randall?
 - SGJJR: We will be using a manufactured infill material similar to the Camp Randall field but it will not a recycled rubber system, a non-toxic ecological infill that does not contain heavy metals or hydrocarbon derivatives.
 - J. Bruce, a national expert in sports field design, described the infill migration management system:
 - Tracking pads at exit points
 - Student education and signage
 - Low infill splash testing
 - Fiber configuration that captures infill
 - Infill product with low static electricity
 - Infill product with higher specific gravity
 - Raised curb surrounding the play surfaces to minimize migration
- Schedule
 - Draft EIA will be release January 11, 2016
 - Public info meeting January 28 (**rescheduled to January 26 - G. Brown**)
 - JWCAC action January 27
 - J. Horn: Scheduled to go to the Board of Regents in February to hit the State Building Commission in March...these are fixed dates we are trying to hit.
 - 95% construction documents will be available in February
 - 100% construction documents available March 3, 2016
 - Construction to begin July 2016
 - Project completion scheduled for November 2016

Motion by D. Steinhauer to defer decision on recommendation until the January 27 JWCAC meeting so that the Draft EIA information can be reviewed by committee members. J. Imes second.

- Discussion: Draft EIA will consider noise, light, stormwater, wildlife, etc.
- An additional presentation is not required and comments should be submitted to G. Brown prior to this meeting.
- Bill Elvey, AVC: agrees with the motion, the commission should not be asked to make a decision without the DEIA being presented and reviewed. The schedule is important, but the January meeting decision is critical.
- G. Brown abstains. Motion carried unanimously.

UW Police Department Addition (Informational Presentation)

- Bob Barr from Continuum Architects provided an overview of the project to construct an addition to the west side of the existing UW Police Department building.
 - Total construction cost \$4.8M
 - Bid Opening June 2016

- Construction start August 2016
- Substantial Completion August 2017
- Questions:
 - J. Imes: Timing?
 - B. Barr: Want the project to be done prior to football season 2017.
 - B. Cantrell: City permitting process?
 - G. Brown: This is a permitted use in the "CC-T: Commercial Corridor-Transitional" zone. There is no formal action needed by the Urban Design Commission or the Plan Commission. It will go through city staff for site plan review only.
 - D. Carlson: How does this fit into the current neighborhood plan (Regent Street South Campus Plan) from 2007? That plan calls for a higher density of up to 10 stories. This plan does not seem to be achieving the density of the neighborhood plan. Seems underutilized.
 - B. Barr: We are ahead of any plans for the redevelopment Monroe Street. We are just starting to look at the ROTC property to the west which has the potential to be taller.
 - G. Brown: Higher density programming has been looked at for this location, but has not proven economically viable. The new combined ROTC building may be larger, but the budget for the UWPD project currently dictates this addition at only two stories in height.
 - R. Kennedy: This building satisfies the current need and may change over time.
 - G. Brown: The future ROTC building is still being sited but it will be on this block.
 - D. Steinhauer: If the neighborhood plan says this area could support 8-10 story buildings, will the structure be designed to support more floors? Is this building really costing \$5M?
 - B. Barr: The building will not be designed to support more floors.
 - G. Brown: This is commercial grade construction with pile footings. Since the building is a police facility and a State building, construction costs are higher. The estimated \$193/SF cost is in-line with other university buildings.
 - B. Elvey: This money was not approved by the State of Wisconsin and is not funded by the State. It is coming out of the University's operating budget. We do not have the program or budget to add significant density to this site. I envision this will satisfy the police needs for the next 20-30 years.

Walnut Street Greenhouses Expansion (Informational Presentation)

- The Flad team is conducting a replacement/addition study for the Walnut Greenhouses on campus.
- They have taken a closer look at the existing greenhouses (older 1950's era) to determine expansion capabilities and feasibility. Study specifically looks at these older greenhouses.
- Additional green houses will be constructed at the West Madison Ag Research Station off Mineral Point Road to house the temporary needs of the displaced greenhouses.
- Plan consolidates services of the existing facilities into a combined delivery/loading facility
- Trying to retain the existing number of parking spaces, no new additional parking will be added.
- Complete study end of January 2016.
- Project will hopefully be enumerated 2017-2019 biennial capital budget.
- Questions:
 - B. Cantrell: What are the frames on the northeast corner of the facility?
 - - Flad: They are cold frames to maximize research opportunities.
 - F. Wade: Will the CoGen facility shade the new facilities?
 - Flad: The stacks are what cast the shadow profile and the proposed buildings

- are outside that line.
- J. Imes: Can the old greenhouses be reused?
 - Flad: They are functionally obsolete and not reusable.
- G. Brown: This project will fall under the new Campus Master Plan "Campus-Institutional" zoning approval once we have a final design. This is just an initial feasibility and cost study to determine scope and budget. This final project design will only go to the city planning staff for site plan review. We will present the final plans to Joint West once the full design is underway and we have a viable, funded project.

ADJOURNMENT

A motion was made by Wade, seconded by Imes, to Adjourn. The motion passed by voice vote/other.

January 4, 2016

Dear Village Board Members

We would like to thank the
Village Employees for the
services they provide - always
friendly and willing to help.

Sincerely,

& a happy New Year to all!

Esbeth Solomon

Louie Solomon