

AGENDA
CITY OF MONONA
COMMUNITY DEVELOPMENT AUTHORITY
Monona City Hall – Conference Room
5211 Schluter Road, Monona, WI
Tuesday, January 26, 2016
6:30 p.m.

1. Call to Order
2. Roll Call
3. Approval of CDA Meeting Minutes of October 27, 2015
4. Appearances
5. Old Business
 - A. Update on Riverfront Development Project – Staff.
6. New Business
 - A. Recommendation to City Council Approving a One-Year Extension to the Agreement with Vandewalle & Associates, Inc. for Services Related to the Mixed-Use Waterfront Redevelopment Project – Staff.
 - B. Consideration of a Resolution to Exercise an Option to Purchase Real Estate Located at 6320 and 6321 Metropolitan Lane – Staff.
 - C. Consideration of a Resolution to Exercise an Option to Purchase Real Estate Located at 6414 Bridge Road – Staff.
 - D. 2015 Status of Monona’s Tax Increment Financing Districts – Gary Becker, Vierbicher Associates.
 - E. Legislative Update – Gary Becker, Vierbicher Associates.
 - F. Convene in Closed Session Pursuant to Wisconsin Statute Section 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (Property Acquisition for Redevelopment).
 - G. Reconvene in Open Session Pursuant to Wisconsin Statute Section 19.85(2).
7. Reports of Staff and CDA Members
 - A. Update on Existing and Proposed Developments – Sonja Reichertz, City Planner.
 - B. CDA Questions and Requests for Information Concerning Development Projects.

8. Upcoming CDA Meetings – February 23, 2016 and March 22, 2016

9. Adjournment

Note: Upon reasonable notice, the City of Monona will accommodate the needs of disabled individuals through auxiliary aids or services. For additional information or to request this service, contact Joan Andrusz at (608) 222-2525 (not a TDD telephone number), FAX (608) 222-9225, or through the City Police Department TDD telephone number 441-0399. The public is notified that any final action taken at a previous meeting may be reconsidered pursuant to the City of Monona ordinances. A suspension of the rules may allow for final action to be taken on an item of New Business. It is possible that members of and a possible quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information or speak about a subject, over which they have decision-making responsibility. Any governmental body at the above stated meeting will take no action other than the governmental body specifically referred to above in this notice.

Minutes
Community Development Authority Meeting
October 27, 2015

Chair Stolper called the Community Development Authority (CDA) meeting to order at 6:00 pm.

Present: Chair Tom Stolper, Mr. John Surdyk, Aldm. Kathy Thomas, Mr. Andrew Homburg

Absent: Aldm. Doug Wood, Mr. Scott Kelly

Also Present: City Planner Sonja Reichertz, Planning Consultant Scott Harrington, Vandewalle & Associates

MINUTES

A motion by Aldm. Thomas, seconded by Mr. Surdyk, to approve the minutes of the September 22, 2015 meeting was carried.

APPEARANCES

There were no appearances.

OLD BUSINESS

5.A. Update on Riverfront Development Project

Chair Tom Stolper reviewed the project status as of the last CDA meeting in September. At that time the developer, Ascendant Holdings, needed time to refine numbers to arrive at a master plan that was financially feasible. It has now become clear that they are likely not willing to proceed as the master developer as their construction costs and expectations for profit, likely a function of what they perceive the risk to be, are too prohibitive. The next steps with Ascendant are to see if they have an interest in developing an individual piece such as the hotel. Prior to Ascendant coming on board we had interest for an individual piece from a residential developer and we will reach out to them as well. Chair Stolper said we have two possible routes to pursue at this point: 1) proceed with city as master developer in individual development phases, or 2) develop an exit plan. We will work to understand both routes through the end of the year.

Consultant Scott Harrington said he is working with Ascendant to see if the hotel is of interest. He is meeting with the residential developer tomorrow. The residential development should include about 65 to 80 units. Combined with a hotel, that should be enough to cash flow a Phase I. There will need to be discussion about a hybrid of what was the City's master plan concept and the plan that Ascendant came up with.

City Planner Reichertz noted that as far as project feasibility, we understand that there were issues with Ascendants plan that were not irreconcilable. There were major issues with

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construction costs on a couple buildings that could have been overcome; however, it became clear that the biggest gap was in what the expected profits were of the developer, as well as the financial performance metrics they were using including an aggressive capitalization rate for analysis of the project overall.

Mr. Homburg asked what changed over the last two months that made the gap so large. Otherwise it appeared the developer was moving forward positively. Staff responded that it was likely due to the developer's delay in getting to the real financial feasibility analysis. A lot of time was spent determining how a partnership and development could work with the Yacht Club property that ultimately was not beneficial to the project overall.

There was discussion of the parking scenario and costs presented in the Ascendant plan. A "sandwich style" parking scheme was presented, with habitable ground floor space below a parking structure, and residential space above. This contributed to excessive costs.

Mr. Homburg said his perspective is that we have been paid \$15,000 through the agreement fees in order to improve our project. He said the goals of the project still have not changed. He said after six months' time spent working with Ascendant, we do not have to rush to judgment on whether the project should be cancelled. He said we can enhance our plan and continue to move forward. Mr. Surdyk agreed.

Alder Thomas said she does not necessarily feel pressured by our original timeline. She asked what the next steps are to keep moving forward.

Mr. Harrington said we are back to where we were before Ascendant arrived as master developer. He described the cons of completing this development under one master developer including the cost of private borrowing for public improvements, coupled with an expected return on those investments, along with a built-in holding cost and risk for each individual site that needs to be developed. He said he has a few individual developers ready to discuss the next steps. He said we should have a good idea of where we are by the end of the year.

The CDA discussed the Bridge Road project. The CDA agreed that they are inclined to wait a year because we do not know what access points and grades will look like with any certainty.

The CDA discussed the amount of retail space Ascendant proposed. Mr. Homburg urged staff and the CDA to continue pursuing retail development in order to make the site a true destination rather than a mostly residential development.

NEW BUSINESS - There was no new business.

REPORTS OF STAFF AND COMMUNITY DEVELOPMENT AUTHORITY MEMBERS

7.A. Update on Existing and Proposed Developments

City Planner Reichertz updated the CDA on development projects. She said there is a new construction proposal at 1000 E Broadway for Meineke Car Service Center. This will be

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reviewed by Plan Commission and also requires CDA review as it is located in a redevelopment area. Furthermore, the developer completed a Phase I Environmental Site Assessment which found contamination and also soil stability issues. They now intend to make a TIF request in order to account for those additional costs. The proposed Broadway Square developer has hired a new architect and civil engineer team, revised their site design and use mix, and intends to return to Plan Commission this year.

7.B. CDA Questions and Requests for Information Concerning Commercial/ Residential Development Projects/Proposals.

There were no additional questions.

UPCOMING CDA MEETINGS - The next meeting is November 24, 2015 at 6:30 pm.

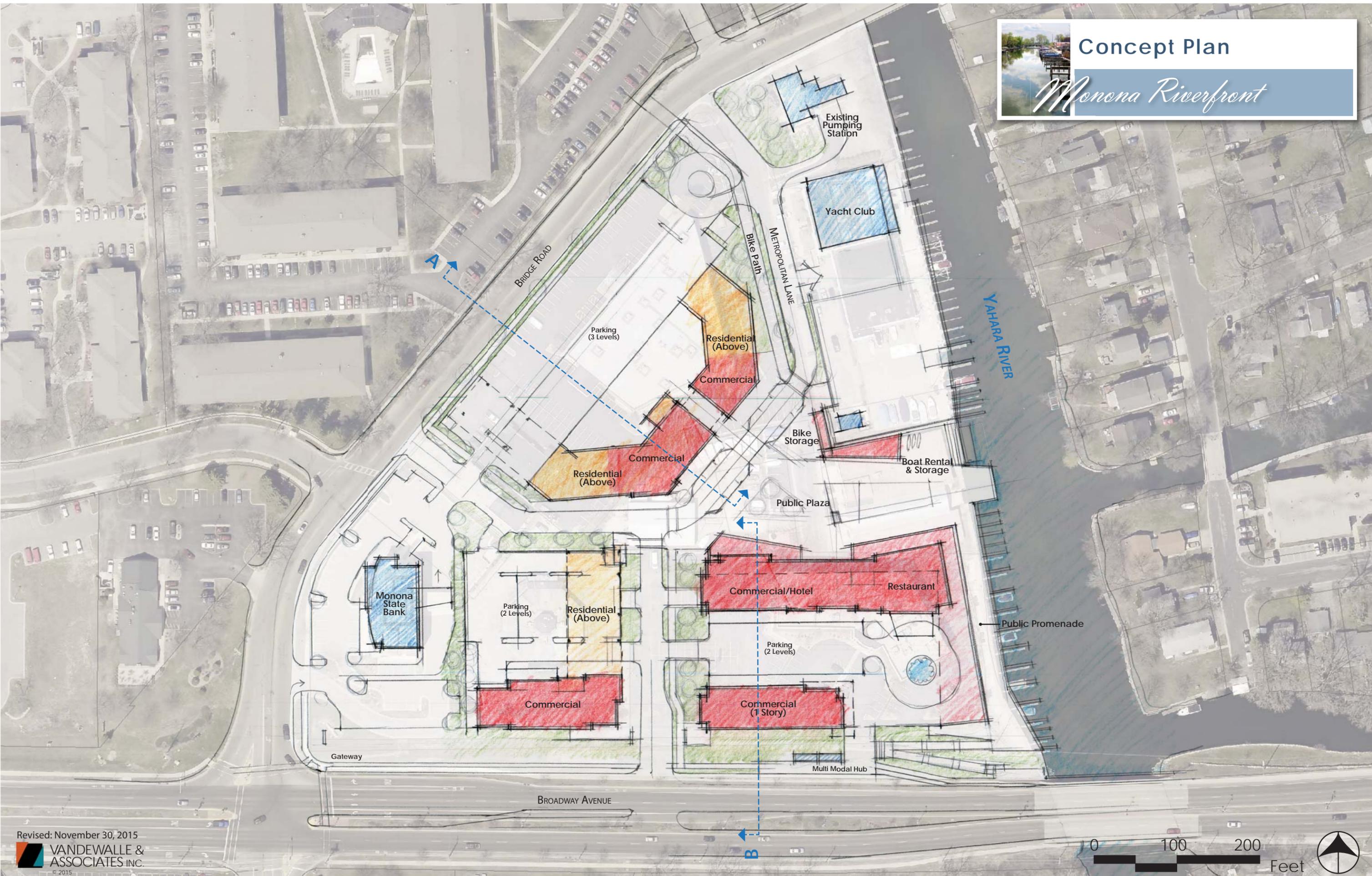
ADJOURNMENT

A motion by Mr. Surdyk, seconded by Mr. Homburg to adjourn was carried. (7:45 pm)

Submitted by:
Sonja Reichertz
City Planner

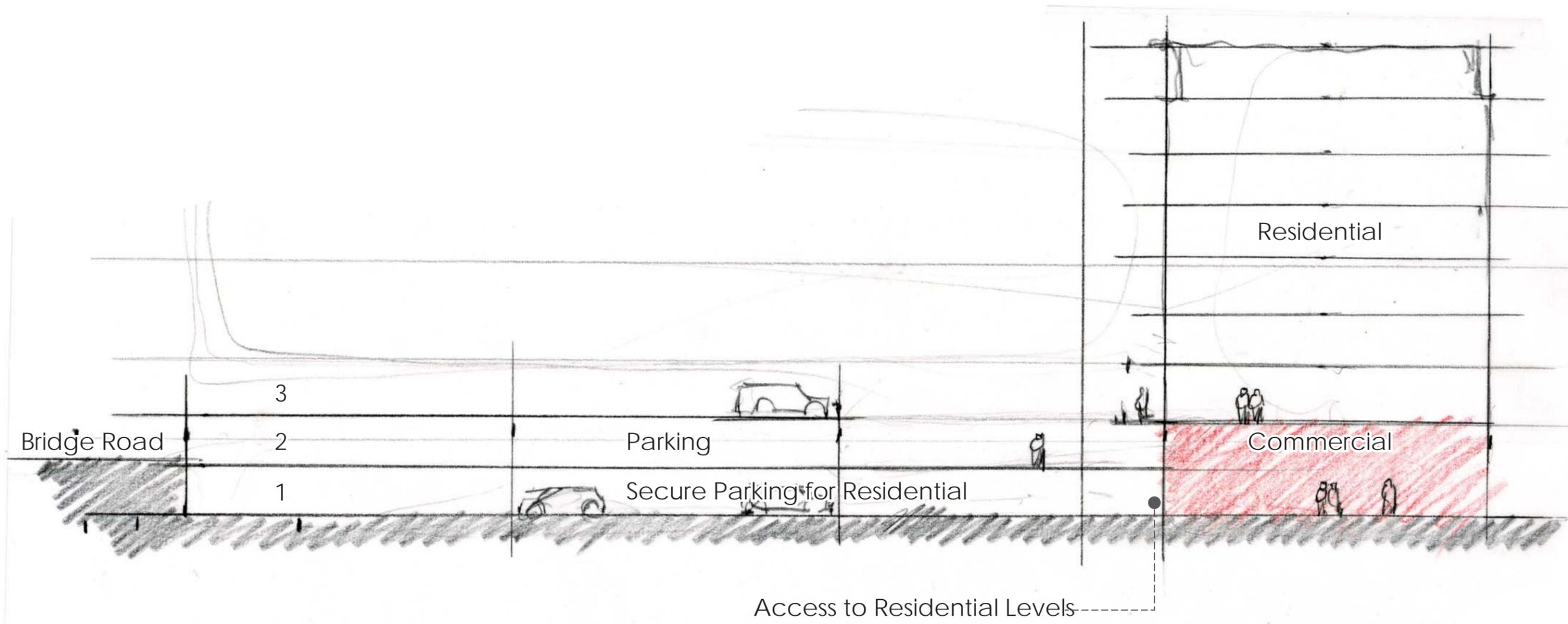


Concept Plan
Monona Riverfront





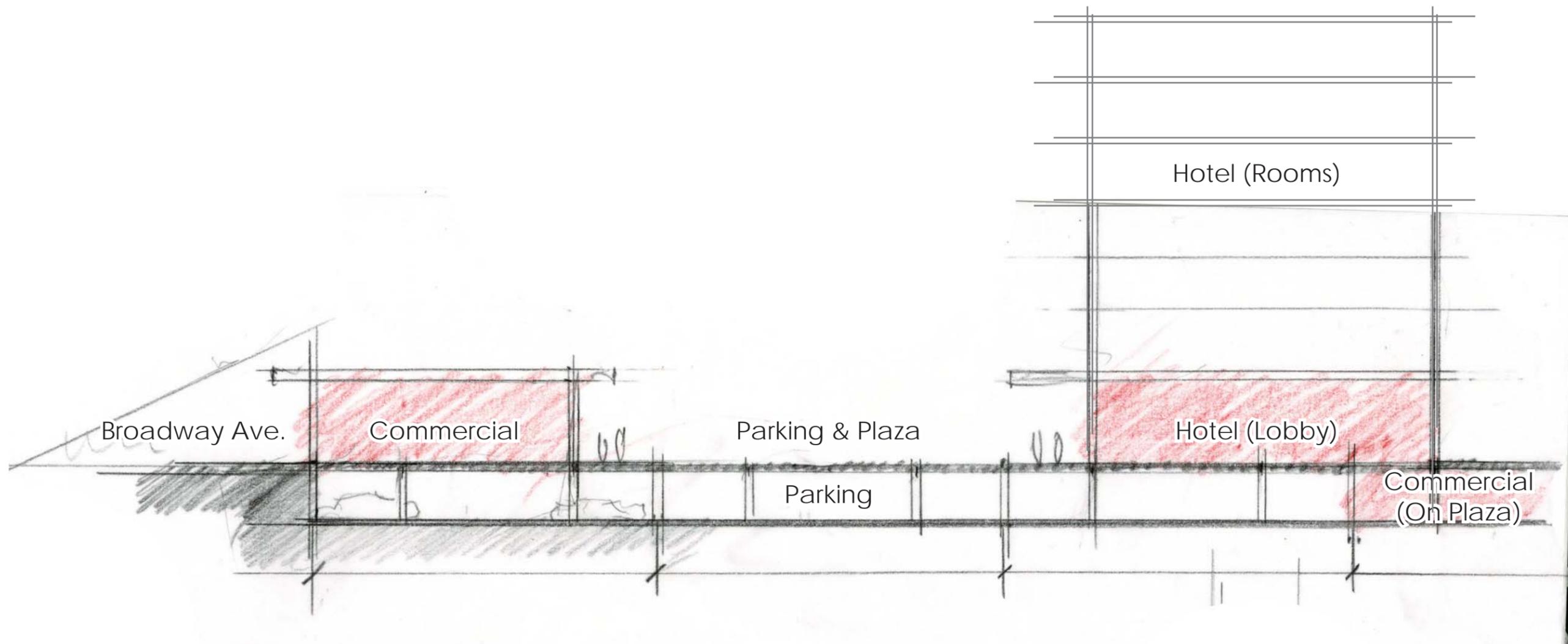
Section A
Monona Riverfront





Section B

Monona Riverfront





Redevelopment Vision

Monona Riverfront



Monona Waterfront Redevelopment Project
November 30, 2015

Development Site/Use	Bldg Area SF	Struct'd Parking	Units / Hotel Rms	Assessment Per SF/Unit	Assessed Value	Value Removed	Value Increment	Notes
West End								
Building A								Requires purchase and demo of: - Ruby's 5 stories of residential over commercial/ parking. Two levels of parking.
Office Option								
Office	64,000	108		\$150	\$9,600,000			
Commercial	9,600	29		\$165	\$1,584,000			
Sub-total	73,600	137			\$11,184,000	(\$175,300)	\$11,008,700	
Residential Option								
Residential	64,000	90	60	\$130,000	\$7,800,000			
Commercial	9,600	29		\$165	\$1,584,000			
Sub-total	73,600	119	60		\$9,384,000	(\$175,300)	\$9,208,700	
Surplus Parking		18						
Total		137						
North End								
Building B								Requires purchase and demo of: - Budenz - Bridge Lounge - EDS Each building is 7 stories with ground- floor commercial facing interior street. Parking is in connected, freestanding deck that is 3 levels. First two levels of parking are the same height as first floor retail. 3rd level of parking is slightly higher than Bridge Rd.
Residential	126,000	188	125	\$130,000	\$16,250,000			
Commercial	7,800	23		\$165	\$1,287,000			
Sub-total	133,800	211	125		\$17,537,000	(\$603,050)	\$16,933,950	
Building C								
Residential	57,600	83	55	\$130,000	\$7,150,000			
Commercial	3,600	10.8		\$165	\$594,000			
Sub-total	61,200	93	55		\$7,744,000	(\$603,050)	\$7,140,950	
Surplus Parking		56						
Total	195,000	360	180		\$25,281,000	(\$1,206,100)	\$24,074,900	
East End								
Building D								Requires purchase and demo of: - Chase - Inland Marina Bldg D is 1 story and could be modest kayak/bike rental. Hotel is 6 stories. Broadway commercial is 1 story. Parking for all uses on the East End is about 30 spaces short, which would be made up in the North End garage.
Commercial	1,600			\$100	\$160,000			
Sub-total	1,600	0	0		\$160,000		\$160,000	
Building E								
Hotel	69,000	120	100	\$60,000	\$6,000,000			
Restaurant/Commercial	19,000	57		\$165	\$3,135,000			
Sub-total	88,000	177	100		\$9,135,000	(\$1,277,500)	\$7,857,500	
Building F								
Commercial	8,000	3		\$165	\$1,320,000			
Sub-total	8,000	3	0		\$1,320,000		\$1,320,000	
Total	97,600	180	100		\$10,615,000	(\$1,277,500)	\$9,337,500	
Grand Total	366,200	677	240/100		\$45,280,000	(\$2,658,900)	\$42,621,100	

Type of Development	Bldg Area SF	Struct'd Parking	Units / Hotel Rms	Assessment Per SF/Unit	Assessed Value	Value Removed	Value Increment
Residential	247,600	360	240		31,200,000	(\$1,381,400)	\$29,818,600
Commercial	49,600	197			8,080,000		\$8,080,000
Office							
Hotel	69,000	120	100		6,000,000	(\$1,277,500)	\$4,722,500
Total	366,200	677	240/100		\$45,280,000	(\$2,658,900)	\$42,621,100

Parking Ratios	Struct'd Parking	Surface Parking	Total Parking	Ratio per Unit/1,000 SF
Residential	360			1.50
Commercial	197			3.97
Office				
Hotel	120			1.20
Total	677			



INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into effective as of the last date of signature by and between the City of Monona, a Wisconsin municipal corporation (hereinafter the "CITY") and the contractor identified below (hereinafter the "CONTRACTOR").

CONTRACTOR: Vandewalle & Associates, Inc.
ADDRESS: 120 E. Lakeside Street
CITY/STATE/ZIP CODE: Madison, WI 53715
CONTRACTOR'S REPRESENTATIVE: Scott Harrington

In consideration of the mutual covenants contained in this AGREEMENT and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. SCOPE OF WORK. The CITY hereby retains the CONTRACTOR, and the CONTRACTOR hereby accepts such engagement, to perform the following:

Provide professional planning services to the CITY for the development of the Waterfront Redevelopment Area, including but not limited to development of a master plan and strategy services, as set forth in detail in Exhibit B, attached and incorporated hereto.

If the CITY tendered a Request for Proposals to the CONTRACTOR for the above work (hereinafter referred to as the "RFP"), all work shall comply with all specifications set forth in the RFP, and the CONTRACTOR's response to said RFP (hereinafter referred to as the "RESPONSE"), both of which are incorporated into this AGREEMENT as if set forth in full herein. In the event of any conflict between the provisions of this AGREEMENT and either or both the RFP or RESPONSE, the provisions of the AGREEMENT shall control. In the event of any conflict between the provisions of the RFP and the RESPONSE, the provisions of the RFP shall control.

All work shall be substantially completed within 90 days of the effective date of this AGREEMENT unless otherwise indicated here: December 31, 2016.

2. CONSIDERATION. In consideration of satisfactorily providing the services outlined in SECTION 1 of this AGREEMENT, the CONTRACTOR shall receive the following consideration:

All work shall be billed on a time and materials basis. All time shall be charged at the rates set forth in the rate sheet attached and incorporated herein as Exhibit C. All material, equipment and supplies shall be charged to the CITY at the CONTRACTOR'S cost with no markup. Notwithstanding the previous three sentences, all work shall be completed in a total amount not to exceed \$120,000.

The CITY will not provide any fringe benefits. The CONTRACTOR agrees to provide monthly billings in a form acceptable to the CITY. Payment shall be due 30 days after the date of invoice. The final 20% of compensation due to the CONTRACTOR shall not be paid until acceptance by the CITY of the final product.

3. TERM/TERMINATION. The term of this AGREEMENT shall commence on January 1, 2016 and terminate on the 31st day of December, 2016. The CITY reserves the right to terminate this AGREEMENT at

any time for the convenience of the CITY upon 30 days written notice to the CONTRACTOR. In the event of termination, the CITY will pay the CONTRACTOR for all satisfactorily completed services prior to termination of this AGREEMENT.

4. REPRESENTATIVES.

A. CONTRACTOR'S REPRESENTATIVE: The CONTRACTOR agrees that all services and activities performed pursuant to this AGREEMENT will be coordinated and directed by the CONTRACTOR'S REPRESENTATIVE. In the event the CONTRACTOR'S REPRESENTATIVE is unable to serve in the above-described capacity, the CITY may accept another CONTRACTOR'S REPRESENTATIVE or terminate this AGREEMENT, at its option.

B. CITY'S REPRESENTATIVE: All dealings between the CITY and the CONTRACTOR with respect to the subject matter of this AGREEMENT shall be with the CITY ADMINISTRATOR unless otherwise indicated here: _____.

5. INDEPENDENT CONTRACTOR STATUS. The parties agree that the relationship of the CONTRACTOR to the CITY created by this AGREEMENT shall at all times be that of an independent contractor. The CITY expressly relies upon the professional judgment of the CONTRACTOR in determining the means by which its obligations under this AGREEMENT shall be performed. The CONTRACTOR shall not be deemed an employee for any purpose (including Federal or State tax purposes) nor be entitled to participate in any plans, arrangements or distributions made by the CITY pertaining to or in connection with any bonus, health or other insurance plan or pension or profit sharing plan maintained by the CITY for the benefit of its employees. Any persons whom the CONTRACTOR provides for service under this AGREEMENT are employees and/or the responsibility of the CONTRACTOR and are not employees or the responsibility of the CITY. The CONTRACTOR shall not, at any time, represent itself to be anything other than an independent contractor with regard to the CITY. The CONTRACTOR shall be solely responsible for all federal and state obligations resulting from all payments received including, but not limited to, State and Federal income taxes and social security taxes.

Neither party shall be considered the agent of the other and absent further written authorization, neither party has general authority to enter into contracts, assume any obligation or make any warranties or representations on behalf of the other.

The CONTRACTOR hereby agrees to furnish the CITY with its taxpayer identification number (or social security number) prior to commencement of work under this AGREEMENT. Failure or delay in furnishing social security numbers or taxpayer identification numbers may result in the withholding of amounts due to the CONTRACTOR from the CITY.

6. INDEMNITY. The CONTRACTOR agrees to indemnify, hold harmless and defend the CITY, its elected and appointed officials, officers, employees and agents from any and all claims, suits, damages, losses, and expenses, including but not limited to reasonable attorneys fees, arising out of or resulting from the CONTRACTOR's performance of, or failure to perform, the work provided under this AGREEMENT, but only to the extent caused in whole or in part by the negligent acts or omissions of the CONTRACTOR, or anyone acting under its direction or control, or on its behalf. This indemnity provision shall survive the termination or expiration of this AGREEMENT. The CONTRACTOR shall reimburse the CITY, its elected and appointed officials, officers, employees and agents for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

7. INSURANCE. Unless otherwise specified in this AGREEMENT, the CONTRACTOR shall, at its sole expense, maintain in effect at all times during the performance of the work under this AGREEMENT insurance coverage as set forth in Exhibit A attached hereto.

8. PROJECT DOCUMENTS AND REPORTS. All documents and reports, estimates, and graphics generated pursuant to this AGREEMENT, completed or partially completed, shall become the property of the CITY upon completion or termination of this AGREEMENT.

Following termination of this AGREEMENT for any reason, it is mutually agreed all documents and reports, estimates, and graphics may be used by the CITY as it sees fit, or by another consultant retained by the CITY for the purpose of proceeding with the project without further or additional obligation or compensation to the CONTRACTOR. The CONTRACTOR is not responsible for the re-use of any documents pertaining to this AGREEMENT, which shall be at the CITY'S sole risk, except as to any errors or omissions for which the CONTRACTOR would be liable without regard to the secondary use of the documents.

Subject to the provisions of Wisconsin's Open Records Law, the CITY shall at all times reserve the right to release all information concerning the project, as well as the time, form and content of the information. Within 10 days of request by the CITY, the CONTRACTOR shall provide to the CITY, any and all documents in the CONTRACTOR'S possession or control pertaining to the work performed pursuant to this AGREEMENT. The CONTRACTOR agrees to indemnify the CITY and pay any and all costs, expenses (including reasonable attorney fees), fees, and damages incurred by, or assessed against, the CITY which arise or result from a failure by the CONTRACTOR to timely provide all such documents to the CITY. This reservation and indemnity shall survive the expiration or termination of this AGREEMENT.

9. MISCELLANEOUS PROVISIONS.

A. ENTIRE AGREEMENT: This AGREEMENT supersedes any and all agreements previously made between the parties relating to the subject matter of this AGREEMENT and there are no understandings or agreements other than those incorporated in this AGREEMENT. This AGREEMENT may not be modified except by an instrument in writing duly executed by all the parties.

B. PARTIES BOUND: This AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. It is expressly understood the CONTRACTOR may not assign any rights or obligations under this AGREEMENT without the prior written consent of the CITY.

C. GOVERNING LAW AND VENUE: This AGREEMENT shall be governed by, construed and interpreted in accordance with the law of the State of Wisconsin. Any legal action arising out of this AGREEMENT shall be venued in Dane County, Wisconsin.

D. HEADINGS AND REFERENCES: The headings used in this AGREEMENT are for convenience only and shall not constitute a part of this AGREEMENT. Unless the context clearly requires otherwise, all references to subdivisions are to subdivisions of this AGREEMENT.

E. SEVERABILITY: If any provision of this AGREEMENT shall under any circumstances be deemed invalid or inoperative, this AGREEMENT shall be construed with the valid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

F. NOTICE: Notices shall be deemed delivered as of the date of postmark if sent by certified mail, postage prepaid. Notices to the CITY shall be addressed to the CITY'S REPRESENTATIVE identified in paragraph 4.B., City of Monona, 5211 Schluter Road, Monona, WI 53716. Notices to the CONTRACTOR shall be addressed to the CONTRACTOR'S REPRESENTATIVE at the address identified on page 1.

G. SAFETY AND SECURITY: The CONTRACTOR shall execute and maintain its work so as to avoid injury or damage to any person or property. The CONTRACTOR shall implement all reasonable safety measures applicable to the work contracted herein. In carrying out its work, the CONTRACTOR shall at all

times exercise all necessary precautions for the safety of its employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local legal requirements.

H. DELAYS AND WAIVER: The failure of any party to insist in any one or more instances upon the performance of any of the terms, covenants or conditions of this AGREEMENT shall not be construed as a waiver or relinquishment of the future performance of any other term, covenant or condition, but the defaulting party's obligation with respect to future performance of any other terms shall continue in full force and effect. The failure of any party to take any action permitted by this AGREEMENT to be taken by it shall not be construed as a waiver or relinquishment of its right thereafter to take such action.

I. NEUTRAL CONSTRUCTION: The parties acknowledge that this AGREEMENT is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have it reviewed by, and to obtain the advice of, its own legal counsel. Nothing in this AGREEMENT shall be construed more strictly for or against either party because that party's attorney drafted this AGREEMENT or any part hereof.

J. FORCE MAJEURE. Neither party shall be liable for any failure or delay in performance under this AGREEMENT to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT effective as of the last date of signature below.

CITY OF MONONA

By: _____
Robert E. Miller, Mayor

Date

By: _____
Joan Andrusz, City Clerk

Date

APPROVED AS TO SUFFICIENCY OF FUNDS

April Little, Comptroller

Date

CONTRACTOR

By: _____

Date

(Name & Title)

EXHIBIT A
INSURANCE REQUIREMENTS
Professional Services

Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Professional Liability Insurance. The Contractor and its consultants retained under the terms of this Contract, shall procure and maintain professional liability insurance providing for payment of the insured's liability for errors, omissions or negligent acts arising out of the performance of the professional services required under this Contract. The Contractor shall provide up-to-date, accurate professional liability information to the City, including amount of insurance, deductible, carrier and expiration date of coverage. Upon request by the City, the Contractor shall furnish the City with a Certificate of Insurance showing the type, amount, deductible, effective date and date of expiration of such policy. Such certificate shall also contain substantially the following statement: "The insurance covered by this certificate shall not be canceled, the coverage changed or reduced by endorsement, by the insurance company, except after 30 calendar days written notice has been received by the City of Monona." The Contractor shall not cancel or materially alter this coverage without prior written approval by the City. The Contractor shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement. The Contractor shall maintain coverage limits of no less than \$1,000,000 of combined indemnity and defense cost coverage per claim.

Worker's Compensation and Employer's Liability Insurance—The Contractor shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of its employees in accordance with the laws in the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of the greater of (1) \$500,000 each accident, \$500,000 disease (policy limit), and \$500,000 disease (each employee), or the minimum required by law.

Commercial General Liability and Automobile Liability Insurance—The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage—Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle)

Limits—The Contractor shall maintain limits no less than the following:

1. *General Liability—One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the City) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.*
2. *Automobile Liability—One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the AGREEMENT.*

Required Provisions—The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises occupied or used by the Contractor; and vehicles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this Agreement shall state, or be endorsed to state, that coverage shall not be canceled, modified or reduced by the insurance carrier or the Contractor, except after sixty (60) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City.
6. Such liability insurance shall indemnify the City against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
7. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment and blanket contractual liability. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the City, and shall have a minimum A.M. Best's rating of A-VII.

Deductibles and Self-Insured Retentions—Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance—Prior to the Contractor's commencement of work under the Agreement, the Contractor shall file with the City a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence **shall include** an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-7.

The Contractor shall, upon demand of the City, deliver to the City such policy or policies of insurance and the receipts for payment of premiums thereon.

Sub-Contractors—In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this Agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

EXHIBIT B
CITY OF MONONA
WATERFRONT REDEVELOPMENT SITE
SCOPE OF SERVICES
2016 DEVELOPMENT MANAGEMENT ASSISTANCE

Vandewalle & Associates will provide the following services based on the Project Work Plan and as directed by the City. All work will be performed on a time and materials basis with the total budget not to exceed \$120,000. In general, Vandewalle & Associates will attempt to provide a consistent level of effort each month (with some variability as necessitated by the project and as directed by the City) but in no case shall the total budget be exceeded without prior authorization of the City. Additional, discrete tasks shall be by separate work orders with specific scopes and budgets. This Work Order will be in effect from January 1, 2016, through December 31, 2016.

WORK ELEMENT ONE: DEVELOPER AND TENANT RECRUITMENT

Vandewalle & Associates will help to recruit developers and businesses consistent with the targeted uses identified in the Master Plan.

- 1.1 Assist City staff and the CDA in identifying specific developers, businesses and tenants for the individual development sites identified on the Master Plan
- 1.2 Preparation of developer and business recruitment materials
- 1.3 Direct recruitment and outreach to qualified developers and businesses

WORK ELEMENT TWO: DEVELOPMENT PROJECT EVALUATION

Vandewalle & Associates will assist in evaluating individual development proposals for consistency with the approved Master Plan.

- 2.1 Review and comment on proposed development designs, pro formas, and financial assistance requests
- 2.2 Prepare pre-development agreement “term sheets”
- 2.3 Advise and assist in negotiating and preparing development agreements
- 2.4 Coordinate public improvements in concert with developers and their design teams including schematic design and preliminary cost estimates, environmental site analysis, specification of site amenities, site access and circulation, and architectural programming.

WORK ELEMENT THREE: REDEVELOPMENT MANAGEMENT & IMPLEMENTATION

Vandewalle & Associates will assist the City with overall project management to implement the Master Plan in terms of the individual development projects, public improvements, phasing and cash flow.

- 3.1** Prepare and track project action steps, timelines, and budgets
- 3.2** Attend and participate in monthly Waterfront Work Group meetings, including preparation of agendas and meeting summaries
- 3.3** Participate in regular meetings/tele-conferences with City staff to report on progress of previous assignments and discuss current needs and issues
- 3.4** Prepare for and attend one CDA meeting per month
- 3.5** As requested, prepare for and attend other Monona public meetings
- 3.6** Assist in meetings with property owners to communicate the City's vision and commitment to redevelopment
- 3.7** Identify tasks requiring outside consultant services, define their scopes of work, and assist with consultant solicitation and selection
- 3.8** Coordinate with City staff and other City consultants - including but not limited to TIF/financial analysts, civil engineers, environmental engineers, and attorneys – and review and comment on project designs and preliminary cost estimates, environmental site analyses, specifications of site amenities, site access and circulation, architectural programming, and project schedules
- 3.9** Assist with the guiding the assessment and remediation of Brownfield sites including:
 - a. Brownfields redevelopment grant procurement and administration, including the preparation of grant applications, quarterly progress reports and reimbursement requests, and all scope, personnel, and budget amendments required by the funding agency
 - b. Conducting community involvement and outreach activities, which may include public meetings and preparing written project fact sheets, press releases, and quarterly reports to agency partners that require these outreach efforts as part of their grant programs
 - c. Assistance with oversight of environmental consultant's activities and remedial options to be investigated that best fit the desired end uses for the project
- 3.10** Prepare project status reports and public communications materials

WORK ELEMENT FOUR: PUBLIC IMPROVEMENT DESIGN & CONSTRUCTION

Using the approved Master Plan as a base, Vandewalle & Associates will assist with preparing more detailed designs and specifications for proposed public improvements and work with City-selected engineers, architects and artists through final plan preparation and construction.

- 4.1 Prepare more detailed public space and streetscape improvement plans and cost estimates
- 4.2 Assist the City in selecting qualified engineers, architects, artists, and other design professionals to prepare construction plans and documents and oversee construction
- 4.3 Assist the City in guiding the selected engineers, architects and artists including the review and comment on proposed space programming, designs, cost estimates, specification of site amenities, materials, colors, etc.
- 4.4 Prepare updates to the Master Plan and project cost estimates as new information becomes available
- 4.5 Coordinate with state, and federal regulatory agencies regarding public improvement options and permitting requirements

WORK ELEMENT FIVE: PROJECT RESOURCE PROCUREMENT

Vandewalle & Associates will assist in aligning project components with potential funding sources.

- 5.1 Work with local, state, and federal agencies and private organizations to identify grant opportunities
- 5.2 Develop and implement a robust funding strategy for all project elements and coordinate public/private financing with City financial consultant
- 5.3 Prepare grant applications (may require a separate work order depending on the application requirements)
- 5.4 Assist with grant administration, reporting and close-out
- 5.5 Evaluate the feasibility of establishing a Business Improvement District
- 5.6 Conduct initial Tax Increment Financing feasibility (creation of a TIF district shall be through a separate work order)

Fee Schedule



Vandewalle & Associates is focused on providing our clients with projects that provide excellent value and clear direction.

Billing rates by position and charges for other items are listed below.

2016 Billing Rates			
Principal	\$160 to \$220	Other Charges: Invoice charges to the client consist of (1) Professional fees rendered at current billing rates, (2) Reimbursable expenses billed at cost multiplied by 1.1, excepting some in-house charges and travel, and, (3) Technology/Software expenses billed at \$50/month.	
Associate	\$85 to \$120		
Assistant	\$70 to \$85		
GIS Technician/Specialist	\$75 to \$85	Expense	Cost
Communications Specialist	\$60 to \$110	Mileage	IRS Rate
Project Assistant	\$40 to \$65	Printing and Postage	Cost plus 10%

CDA RESOLUTION NO. 1-26-2016

**A RESOLUTION TO EXERCISE AN OPTION TO PURCHASE REAL ESTATE
LOCATED AT 6320 AND 6321 METROPOLITAN LANE**

WHEREAS, parcels of real estate and improvements located at 6320 and 6321 Metropolitan Lane (“The Property”) are located within an area designated for redevelopment pursuant to the Redevelopment Plan for Redevelopment District #9.

WHEREAS, the Property is also located within Tax Incremental District #9. The Project Plan for said TIF district authorizes acquisition of real estate within the TIF district, including the Property, as a project cost pursuant to sec. 66.1105(2)(f), Wis. Stats.

WHEREAS, Monona Drive Properties LLC (“MDP”) is a limited liability company controlled by the City for the purpose of acquiring real estate as necessary in the public interest.

WHEREAS, MDP holds an option to purchase the Property pursuant to an Option Agreement dated April 4, 2014, which includes an extended option term by which MDP must exercise the option by March 31, 2016.

NOW, THEREFORE, BE IT RESOLVED the Community Development Authority of the City of Monona, Dane County, Wisconsin, hereby approves and recommends the City exercise the option rights of MDP to purchase the Property, the cost of which shall be considered a project cost of Tax Incremental District #9. The city attorney and staff are authorized to take all necessary action to exercise the option rights and acquire the Property.

Adopted this _____ day of _____, 2016.

Thomas Stolper
Chairman

CDA RESOLUTION NO. 1-26-2016 - 2

**A RESOLUTION TO EXERCISE AN OPTION TO PURCHASE REAL ESTATE
LOCATED AT 6414 BRIDGE ROAD**

WHEREAS, a parcel of real estate and improvements located at 6414 Bridge Road (“The Property”) is located within an area designated for redevelopment pursuant to the Redevelopment Plan for Redevelopment District #9.

WHEREAS, the Property is also located within Tax Incremental District #9. The Project Plan for said TIF district authorizes acquisition of real estate within the TIF district, including the Property, as a project cost pursuant to sec. 66.1105(2)(f), Wis. Stats.

WHEREAS, Monona Drive Properties LLC (“MDP”) is a limited liability company controlled by the City for the purpose of acquiring real estate as necessary in the public interest.

WHEREAS, MDP holds an option to purchase the Property pursuant to an Option Agreement dated April 1, 2014, which includes an extended option term by which MDP must exercise the option by May 31, 2016.

NOW, THEREFORE, BE IT RESOLVED the Community Development Authority of the City of Monona, Dane County, Wisconsin, hereby approves and recommends the City exercise the option rights of MDP to purchase the Property, the cost of which shall be considered a project cost of Tax Incremental District #9. The city attorney and staff are authorized to take all necessary action to exercise the option rights and acquire the Property.

Adopted this _____ day of _____, 2016.

Thomas Stolper
Chairman

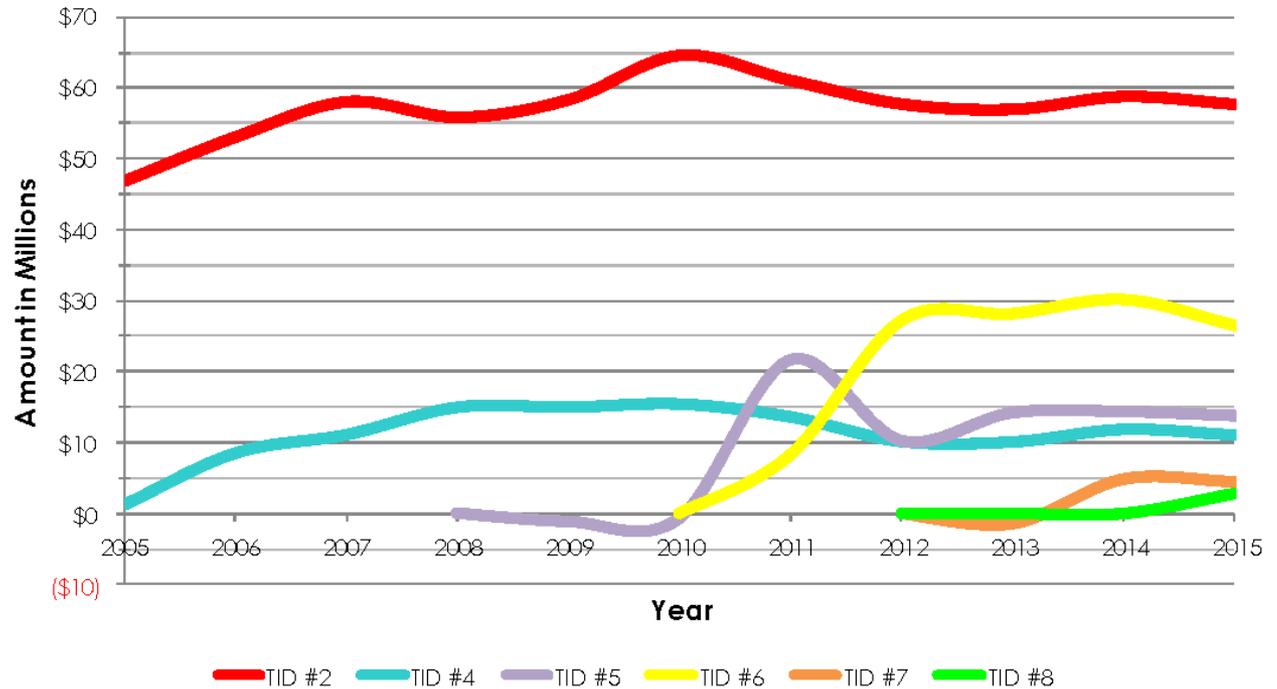
City of Monona Tax Increment Districts Overview: January 26, 2016

Summary

Increment from all districts has been charted at right. The TID #8 increment value increased nearly \$2.9 million over last year, though increment values decrease for all other active Monona TIDs. The TID #2 increment value decreased by only 1.8%, but the increment values for TID #4, TID #5, TID #6, and TID #7 decreased between 4.1% and 12.1%.

The City's total equalized value increased by 3.1% over 2014, to \$1,130,326,000. Total TID incremental value is \$116,508,100 which is 10.31% of the City's total equalized value, down from 10.96% last year. The City is \$19,131,020 below the current 12% limit of the total City equalized value.

City of Monona: TID Increment Value



Base Year	TID	TID Increment Value										
		2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
1991	TID #2	\$47,003,900	\$53,187,700	\$58,111,100	\$55,936,000	\$58,415,700	\$64,627,300	\$61,104,200	\$57,786,700	\$57,044,400	\$58,846,500	\$57,766,800
2000	TID #4	\$1,378,200	\$8,564,500	\$11,129,800	\$14,960,100	\$14,960,000	\$15,399,900	\$13,592,100	\$10,155,900	\$10,102,900	\$11,847,400	\$11,055,800
2008	TID #5	—	—	—	\$0	(\$1,176,900)	(\$762,100)	\$21,621,400	\$10,239,000	\$14,179,300	\$14,348,000	\$13,759,200
2010	TID #6	—	—	—	—	—	\$0	\$8,256,200	\$27,279,000	\$28,260,600	\$30,256,900	\$26,602,100
2012	TID #7	—	—	—	—	—	—	—	\$0	(\$1,426,900)	\$4,843,100	\$4,464,300
2012	TID #8	—	—	—	—	—	—	—	\$0	(\$9,600)	\$1,300	\$2,859,600

Note: TID #5 fluctuation is due to missed assessment in 2010 that was made up in 2011.



Summary of Status of Monona TIDs

TID #	TID Created	TID Closes	Expenditures Allowed in Half-Mile Radius? ¹	Funding For Housing Improvement Program ²	Funding for Façade Improvement Program ²	CDA Funds?	2014 Tax Increment Collected	2014 Other Revenue	2014 Proceeds of Long-Term Debt	2014 Expenses	2014 Year-End Fund Balance	Long-Term Outstanding Debt as of 12/31/2013
#2	1991	2018	NO	\$500,000 ³	\$300,000	\$200,000	\$1,413,191	\$13,383	\$0	\$1,426,424*	\$0	\$2,796,335
#4	2000	2027	NO	\$800,000 ⁴		\$300,000	\$250,284	\$172,175*	\$0	\$647,472	\$1,823,968	\$7,509,458
#5	2008	2034	NO	NONE		\$315,000	\$351,271	\$171,454*	\$0	\$0	\$1,387,468	\$10,755,000
#6	2010	2037	YES	\$4,000,000 ⁵	NONE	\$4,000,000 ⁵	\$700,115	\$17,870	\$550,000	\$920,509	\$422,342	\$3,425,000
#7	2012	2039	YES	\$100,000	\$50,000	\$500,000	\$0	\$2,532	\$0	\$12,767	(\$224,998)	\$650,000
#8	2012	2039	YES	\$200,000	NONE	\$300,000	\$0	\$4,751	\$1,835,000	\$695,263	(\$502,051)	\$0**

1: TIF law was amended in 2008 to allow expenditures within a half-mile of the boundary, if specified in the Project Plan.

2: Listing of funds indicates that such a program is explicitly mentioned in the TID project plan or an amendment.

3: \$500,000 listed for "commercial and residential rehabilitation," so this money could also be used for façade improvements.

4: TID #4, Amendment #1 includes \$800,000 for "Commercial and Housing Rehabilitation."

5: \$4 million is the total for both these categories — the description for CDA funds says that the funds may be used for housing improvements.

*TID #2 donated \$171,186 to both TID #4 and TID #5.

** As of the last review, there was a \$1.5 million bank note outstanding.



Possible TIF Changes in 2016

- Making it easier for a municipality to request a redetermination of the base value of a decrement TID (SB 57/AB 138).
- Extending the sunset of the distressed and severely distressed TID law from 2015 to 2018 (SB 56/AB 137).
- Increasing from 12% to 15% the amount of a community's equalized value that can be included in TIDs (SB 55/AB 136).
- Allowing municipalities to extend the life of a TIF district if the district is negatively impacted by statutory changes, such as Act 145, the recent legislation buying down the technical college tax rate (SB 53/AB 134).

Possible TIF Changes in 2016

- Making it easier to share tax increments by allowing any type of a TID to be a recipient of donated tax increments (SB 52/AB 133).
- Removing the 25% restriction on vacant property in a newly-created TID, and excluding all tax-exempt city-owned property from the calculation of a TID's initial tax incremental base value (SB 54/AB 135).

Technical Changes

- Clarifying that the municipality's equalized value for the preceding year, as used in the calculation of the levy limit exception for the year a TID terminates, excludes any TID value increments (SB 50/AB 131).
- Improving reporting and transparency regarding the performance of TIF districts (SB 51/AB 132).