

**AGENDA
CITY OF MONONA
COMMUNITY DEVELOPMENT AUTHORITY
Monona City Hall – Conference Room
5211 Schluter Road, Monona, WI
Tuesday, September 27, 2016
6:30 p.m.**

1. Call to Order
2. Roll Call
3. Approval of CDA Meeting Minutes of June 28, 2016
4. Appearances
5. Old Business
 - A. Update on Riverfront Development Project (Vandewalle & Associates/City Planner).
6. New Business
 - A. Consideration of Contract for Economic Development Services, GWB Professional Services (City Planner).
 - B. Consideration of Month-to-Month Lease for Inland Boat Works at 6320 Metropolitan Lane (City Planner).
7. Reports of Staff and CDA Members
 - A. Update on Existing and Proposed Developments (City Planner).
 - UniverCity Year
 - B. CDA Questions and Requests for Information Concerning Development Projects.
8. Upcoming CDA Meetings – October 25, 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
June 28, 2016

Chair Stolper called the Community Development Authority (CDA) meeting to order at 6:30 pm.

Present: Chair Tom Stolper, Aldm. Mary O'Connor, Mr. Andrew Homburg, Mr. Scott Kelly, Mr. John Surdyk

Excused: Mr. David Lombardo

Absent: Aldm. Doug Wood

Also Present: City Planner & Economic Development Director Sonja Reichertz, City Administrator April Little, City Attorney Bill Cole, Finance Director Marc Houtakker, Mayor Bob Miller.

MINUTES

A motion by Mr. Homburg, seconded by Mr. Surdyk, to approve the minutes of the March 29, 2016 meeting was carried with no revisions.

APPEARANCES

There were no appearances.

OLD BUSINESS

A. Update on Riverfront Development Project

Consultant Scott Harrington updated the CDA on developer recruitment efforts. Two developers that we considered top candidates are no longer interested in the project. One's disinterest is due to lack of capacity because they have just taken on a large project in Colorado. The other's disinterest is due to a less-than favorable market study they received for the hotel which cited limited nearby hotel generators and access difficulty due to its location between the two beltline interchanges. Vandewalle's opinion is that these issues can be overcome and attempted to discuss these unfavorable results with the developer further, but has not received responses to emails and phone calls. Two other developers remain interested and have put in some work on the project, both of which have residential components. Mr. Harrington noted that he still feels strongly that the project requires at least two developments in a Phase I of construction to (1) generate enough tax increment to fund the public project costs, and (2) to create the sense of place necessary to make this development a downtown-like destination.

Planner Reichertz updated the CDA on property acquisition, stating the City closed on the Inland Marina property and now owns most properties outright (Chase Bank building, old Ruby's site, EDS, and the Marina). The option on the Bridge Lounge property was extended until March 2017. The shop building for the marina will be disassembled and removed from the site this summer.

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Mr. Harrington proposed possible new strategies for developer recruitment. First, regarding hotel efforts, he spoke with IDM Hospitality who felt the hotel market in the Madison area continues to be strong, and said there is a more detailed report that can be provided for a cost of \$5-6,000 that would come out of the existing Vandewalle budget. Second, Mr. Harrington said that a local investor group could be established that would gather initial funding from local residents to invest in the hotel, and then work with the builder and brand. This has been done in Mt. Horeb and Hartford. Third, Mr. Harrington discussed residential development stating that developers have proposed senior and/or affordable housing. Developers interested in affordable housing were made aware that the project would still need to meet assessed value estimates, and that because of an income-based assessment approach, affordable projects often generate less tax increment than they would if the units were market rate. Developers have discussed units at 80-120% of the County Median Income. For senior housing, federal law allows units to be limited by age for those 50 and over so there could be a range of tenants from empty nesters to individuals requiring a higher level of care. A senior project would require less parking which would benefit the development. Fourth, Mr. Harrington discussed office recruitment. Since there have been skeptics about hotel recruitment, and we are likely able to get a market-rate residential developer, we might turn our efforts back to office recruitment for the second development needed to get the project off the ground. He said it is difficult to build office on speculation and the anchor tenants are not usually broadcasting their property search but rather work behind-the-scenes with brokers. For this reason, he suggested another outreach effort to brokers including a personalized invitation to Build Monona on July 12th.

Finance Director Marc Houtakker shared information on project costs. He reported TID 8 is doing well and Treysta was assessed at \$20 million so they will meet their payback period on time if not early. TID 8 has funded the purchase of Chase and Ruby's and Ruby's demolition as a project cost within a ½ mile. By 2022 TID 8 could be a donor to TID 9 if needed. TID 6 is a potential donor as well in about 8 years when those project costs are paid off, and depending on if another TIF loan is provided in the district. He discussed the city's debt limit and said we have \$10 million of available debt capacity which needs to be allocated to other departments capital needs as well. Other options to reduce debts against this capacity are developer financed TIF or TIF revenue bonds.

Mr. Homburg asked if two districts can be donors to TID 9. Mr. Harrington replied yes. Mr. Homburg supported pursuing office more aggressively and maintaining other standards for market-rate residential. He said some senior units could be acceptable.

Mr. Surdyk suggested short-term rental advertisements to start-up companies following momentum with downtown Madison's Starting Block efforts. Tenant spaces could range from 5,000 SF – 20,000 SF and could be advertised at August's Forward Tech Festival. These rentals could generate interest for potentially longer-term leases and growth for tenants in the new development and provide revenue in the short-term to cover carrying costs.

The CDA discussed and agreed that (1) they are somewhat skeptical of a hotel especially as a first phase, (2) efforts should be directed to office recruitment, (3) affordable housing should not be specifically pursued due to impacts on assessed value, and (4) senior housing as a small component could be acceptable.

NEW BUSINESS

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A. Discussion/Authorization of Revised Application for 2015 Renew Monona Loan Program Recipient.

Chair Stolper introduced the issue stating that the applicants were previously awarded a Renew Monona loan and have since torn down the house, and plan to continue a rebuild with similar improvements as originally planned. Planner Reichertz provided additional background. She stated that the program materials do not expressly prohibit tear downs. The eligibility is based on whether the home is one of the lowest-cost in the community, or at or below 120% of the median assessed value, owner-occupied, and if the improvements meet the program intent to improve energy efficiency and make housing stock more attractive to young families. She said the improvements still appear to meet these standards. She said applicants have not been limited as to how much the home can be improved in terms of values.

The applicants were present. Mr. Nathan Dederich said the home's value will be improved from \$182,000 to over \$400,000.

Attorney Cole noted that the program loan is a secondary mortgage, so it is important that the owner has equity or a down payment since the home is torn down, so there is an asset as collateral.

The CDA discussed that it is more difficult to have a home in Monona that is comparable to the newer larger homes in other communities and that these improvements are necessary to "level the playing field." The CDA consensus was that the revisions to the applicant's plan still meet the program intent and that they can move forward to complete the Renew Monona paper work that was previously approved. The CDA agreed to review the program language at a future meeting and further discuss the pros and cons of allowing or prohibiting tear-downs.

A motion was made by Mr. Homburg, seconded by Mr. Surdyk to reauthorize the Renew Monona loan for Mr. Nathan Dederich. The motion carried unanimously.

B. Discussion of Status of Contracts for Economic Development Services.

Planner Reichertz updated the CDA on the status of contracted work for economic development services. Over the past 10-15 years the CDA has worked on an as-needed basis with Gary Becker at Vierbicher Associates. Mr. Becker has been the primary contact on CDA projects including all TIF project plans, redevelopment area plans, annual TIF reports to show how all City TIFs are performing together, and advising us of any issues like needed amendments, legislative updates, and review of TIF assistance requests from developers including gap analysis, and analysis of the projected pay back periods, and other special projects like the 2013 TIF Case Study report from 2013, drafting the Renew Monona loan program and façade improvement grant program, and a Monona Drive corridor market study in 2009. Mr. Becker has retired from Vierbicher and continues consulting privately on select projects. His assistants have also left Vierbicher, so it seemed an appropriate time to discuss with the CDA to evaluate these services and consider whether we might get competitive bids or services from other firms. The intent of this discussion is to gauge the CDA's interest and discuss the process of soliciting proposals.

After discussion, the CDA requested staff to contact Gary Becker and see if he is interested in continuing to work with the CDA on an as-needed basis through his private consulting work. The CDA consensus was that they were pleased with Mr. Becker's work and he would offer consistency

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and institutional knowledge. If Mr. Becker was unavailable, the CDA wants to know who he would recommend for similar services.

C. Convene in Closed Session.

A motion was made by Alder O'Connor, seconded by Mr. Kelly, to 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.)

On a roll call vote, the motion carried unanimously.

D. Reconvene in Open Session Under Wisconsin Statute Section 19.85(2).

A motion was made by Mr. Kelly, seconded by Mr. Homburg, to reconvene in open session.

The motion carried.

REPORTS OF STAFF AND COMMUNITY DEVELOPMENT AUTHORITY MEMBERS

7.A. Update on Existing and Proposed Developments

Planner Reichertz reported that Build Monona will be held on July 12, 2016. Reichertz updated the CDA on Plan Commission projects including a 15,000 SF addition at Wiedenbeck, a fourth-generation owned company located in Monona since 1986. Reichertz updated the CDA on the UniverCity Year (UCY) projects. A website is available at www.mymonona.com/UCY and information is posted there on each of the projects and courses, as well as videos and other presentations. She said a panel of UW System Representatives discussed the project last month in Eau Claire, and they received word from UW System President Ray Cross that they would like this model scaled up across the UW System as one of their priority initiatives. President Ray Cross may attend our fall kick-off meeting which is tentatively scheduled for September 14, 2016 at the Aldo Leopold Nature Center.

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

There were no questions.

UPCOMING CDA MEETINGS - The next meeting is July 26, 2016 at 6:30 pm.

ADJOURNMENT

A motion by Mr. Homburg, seconded by Mr. Kelly to adjourn was carried. (9:30 pm)

Respectfully Submitted by:
Sonja Reichertz
City Planner & Economic Development Director



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MEMO

TO: Community Development Authority
FROM: Sonja Reichertz, City Planner & Economic Development Director
DATE: September 27, 2016
RE: Riverfront Update

At the meeting Vandewalle & Associates and Staff will provide an update on the Riverfront development including developer contact updates, and a status of the work being performed under the DNR site investigation grant awarded this fall. I previously provided a summary of the WPS Employee survey via email, but we have not had a chance to discuss at a CDA meeting. It is included again in your packets for the 9/27/16 meeting. We will summarize briefly at the meeting and discuss if desired.

Monona Riverfront Project

WPS Employee Preferences Survey

Survey Period: 7/1/16 -7/28/2016

Approximately 1,900 WPS employees were asked to voluntarily complete a 31-question on-line survey regarding their preferences for different types of uses and businesses in the Monona Riverfront project. Questions included the respondents' current household situations and ranged from housing preferences to preferred restaurant types in order to gauge the interest in potential living and business offerings in the project. The survey boasted a response rate of about 15% with 285 respondents, although not all respondents answered every question. The full survey is attached and the following are some of the key takeaways:

Respondent Information

- Age group of the adults in respondents household
 1. 18 to 34 (32%)
 2. 35 to 44 (32%)
 3. 45 to 54 (36%)
 4. 55 to 64 (26%)
 5. 65+ (5%)
- Location of respondents' current residences
 1. Madison (39%; 110 ppl)
 2. Monona (6%; 18 ppl)
 3. Other (55%)
 - a. Elsewhere (85 ppl) *Unique responses with less than 4 responses
 - b. Sun Prairie (25 ppl)
 - c. Monona (18 ppl)
 - d. Stoughton (11 ppl); McFarland (10 ppl); Oregon (9 ppl);
 - e. Janesville (6 ppl)
 - f. Verona (4 ppl); Deforest(4 ppl)
- Desired travel time to work (WPS)
 1. Less than 10 minutes – 26%
 2. 11-15 minutes – 21%
 3. 16-20 minutes – 15 %
 4. 21-30 min – 26%
 5. 31+ – 12%
- 60% currently live in single family homes and 13% live in an apartment building with four or more units per building
- Homeowners Monthly Mortgage Payment Ranges:
 1. \$0 to \$849 – 28%

- 2. \$850 to \$1,249 – 36%
 - 3. \$1,250 to \$1849 – 26%
 - 4. \$1,850 + – 10%
- Renters Monthly Mortgage Payment Ranges
 - 1. \$0 to \$849 – 38%
 - 2. \$850 to \$1,049 – 35%
 - 3. \$1,050 to \$1,649 – 27%
 - **52% of all respondents stated some level of interest in living in the Riverfront project with about half of those indicating they were “somewhat interested” and the other half being “interested” or “very interested”**
 - Of the 67% of respondents who currently own a home, 41% stated some level of interest in living at the Monona Riverfront
 - Of the 32% of respondents who currently rent, 75% stated some level of interest in living at the Monona Riverfront

Retail & Commercial Preferences

The following reflects responses from all respondents regarding the commercial and public space:

Top Three Restaurants:

1. Coffee Shop
2. Casual Dining
3. Lunch Spot

Top Three Service Establishments:

1. Fitness Center
2. Hair/Nail Salon
3. Yoga/Dance/Fitness Studio

Top Three Retail Establishments:

1. Green Grocer
2. Wine & Chees/Specialty Foods Retailer
3. Clothing stores

Top Three Public Space

Businesses/Amenities:

1. Farmer’s Market
2. Free Parking
3. River Overlook/Outdoor Seating

Trends of Those Interested in Living at the Monona Riverfront Project

The following reflects responses received from only the 129 respondents who stated an interest in living at the Monona Riverfront project (chose either Very Interested, Interested, or Somewhat Interested), although not all respondents answered every question:

- 66% have two or less people living in their household and 68% have no children living at home
- 34% are 18-34 years old and another 24% are 55-64 years old
- 43% currently live in single-family homes and 21% live in an apartment building with four or more units per building
- 57% would prefer renting in the project and 43% would prefer to own
- 48% preferred two-bedroom units and 37% preferred three-bedroom units
- Nearly all drive to work (96%) with 64% owning two or more automobiles; of the households with 2+ autos, 35% indicated they would consider getting rid of one vehicle if they lived closer to work
- 57% are currently paying \$1,049 or less a month in rent/mortgage payments, but 20% would be willing to spend \$1,050 to \$1,249 and another 20% would be willing to pay \$1,250+
- 46% of respondents were willing to pay less than \$25 per car/per month for parking; 29% were willing to pay \$25 to \$49, and 16% were willing to pay over \$50
- The top three essential amenities were: In-unit Washer/Dryer, Pets Permitted, and Structured/Covered Parking
- The top three additional amenities that would highly influence their decision to live on site were: Scenic Views, Rooftop Gardens/Green Roofs, and Access to Bike/Pedestrian Trails
- The top three considerations when choosing where to live were: Proximity to Work, Cost of the Neighborhood, and Safety

5% of the estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the CONTRACTOR and no additional amounts shall be retained unless the work is not proceeding to the satisfaction of the CITY, but amounts previously retained shall not be paid to the CONTRACTOR. At 50% completion or any time after 50% completion when the progress of the work is not satisfactory, additional amounts may be retained but the total retainage may not be more than 20% of the value of the work completed. Upon substantial completion of the work, as determined by the CITY, the amounts retained shall be paid to the CONTRACTOR. When the work has been substantially completed except for work which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the CITY are valid reasons for noncompletion, the CITY shall retain an amount equal to 150% of the estimated cost of the work still to be completed, as determined by the CITY, or, at the option of the CITY, it may pay out the entire amount retained and receive from the CONTRACTOR guarantees in the form of a bond or other collateral sufficient to ensure completion of the job. For the purposes of this section, estimates may include any fabricated or manufactured materials and components specified, previously paid for by the CONTRACTOR and delivered to the work site or properly stored and suitable for incorporation in the work embraced in this AGREEMENT.

X TIME AND MATERIALS BASIS. The above services shall be provided on a time and materials basis. The CONTRACTOR shall be compensated for the hours of professional service, materials and expenses necessary and expended to complete the above services. The hourly billing rates for the Contractor are set forth in Exhibit B. Any billing rates other than those listed above shall be effective only upon written notice to, and approval by, the CITY prior to the performance of work by the unlisted individual. Necessary materials and expenses incurred shall be billed at the CONTRACTOR's actual cost. Only those expenses listed on Exhibit B may be billed to the City under this AGREEMENT.

_____ TIME AND MATERIALS UP TO A NOT TO EXCEED AMOUNT BASIS. The above services shall be provided on a time and basis as provided above, however, the total compensation to be paid to the CONTRACTOR shall not exceed the total sum of \$ _____.

_____ OTHER BASIS.

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 CITY shall withhold the final 20% of compensation due to the CONTRACTOR as retainage until the work has been fully completed to the satisfaction of the CITY.

3. TERM/TERMINATION. The term of this AGREEMENT shall commence on the effective date and terminate on the following 31st day of December. Each year, this AGREEMENT shall automatically renew for an additional one year term unless either party provides 30 days notice of nonrenewal to the other. 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. It is understood, however, that the CONTRACTOR reserves the right to use said materials for its private use. In the event the CITY fails to approve any of these materials, the use by the CONTRACTOR shall be accompanied by an appropriate disclaimer of such nonapproval by the CITY.

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 or appraisal services 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, which are subject to release under Wisconsin's Open Records Law. 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.

SIGNATURE PAGE TO FOLLOW.

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

CITY OF MONONA

By: _____
Robert Miller, Mayor

Date

By: _____
Joan Andrusz, City Clerk

Date

APPROVED AS TO SUFFICIENCY OF FUNDS

April Little, Comptroller

Date

CONTRACTOR

By: Gary Becker

August 1, 2016

Date

Gary W. Becker, sole-proprietor

(Name & Title)

By: _____

Date

(Name & Title)

EXHIBIT A INSURANCE REQUIREMENTS

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 \$1,000,000 each accident, \$1,000,000 disease (policy limit), and \$1,000,000 disease (each employee).

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 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 (Acord 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
CONTRACTOR BILLING RATES AND BILLABLE EXPENSES

Billing Rate – Gary W. Becker: \$150 per hour

Billable expenses may include:

- **Prints and copies - \$0.20 per page**
- **Mileage - \$0.54 per mile**
- **Data/information charges – at cost**
- **Other expenses incurred as a direct result of service provision – at cost**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C. No. Ext): (888) 202-3007		FAX (A/C. No.):
	E-MAIL ADDRESS: contact@hiscox.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Hiscox Insurance Company Inc			10200
INSURED GWB Professional Services 5813 Piping Rock Rd. Madison WI 53711	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			UDC-1792208-CGL-16	08/01/2016	08/01/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ S/T Gen. Agg.
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/01/2016

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PRODUCER Hiscox Inc 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C. No. Ext): (888) 202-3007	FAX (A/C. No):
	E-MAIL ADDRESS: contact@hiscox.com	
INSURED GWB Professional Services 5813 Piping Rock Rd. Madison WI 53711	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc	NAIC # 10200
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			UDC-1792208-EO-16	08/01/2016	08/01/2017	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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GARY W BECKER
5813 PIPING ROCK RD
MADISON, WI 53711

Policy Number: 10391270

Underwritten by:
Progressive Universal Insurance Co
May 11, 2016
Policy Period: Jun 7, 2016 - Dec 7, 2016
Page 1 of 3

progressive.com

Online Service

Make payments, check billing activity, update policy information or check status of a claim.

1-800-776-4737

For customer service and claims service,
24 hours a day, 7 days a week.

Auto Insurance Coverage Summary

This is your Renewal Declarations Page

The coverages, limits and policy period shown apply only if you pay for this policy to renew.

Your coverage begins on June 7, 2016 at 12:01 a.m. This policy expires on December 7, 2016 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for a vehicle may not be combined with the limits for the same coverage on another vehicle. The policy contract is form 9611D WI (12/14). The contract is modified by forms Z357 (01/07) and 4905 WI (01/12).

Drivers and resident relatives

Additional information

Gary W Becker	Named insured
Tanace R Matthiesen	
Willis H Becker	

Outline of coverage

2008 HONDA CR-V 4 DOOR WAGON

VIN: **JHLRE48788C023704**

Garaging ZIP Code: 53711

Primary use of the vehicle: Commute

	Limits	Deductible	Premium
Liability To Others			\$207
Bodily Injury Liability	\$100,000 each person/\$300,000 each accident		
Property Damage Liability	\$100,000 each accident		
Uninsured Motorist	\$100,000 each person/\$300,000 each accident		12
Underinsured Motorist	\$100,000 each person/\$300,000 each accident		7
Medical Payments	\$10,000 each person		18
Comprehensive	Actual Cash Value	\$100	124
Collision	Actual Cash Value	\$250	227
Roadside Assistance			5
Total premium for 2008 HONDA			\$600

2008 HONDA FIT 4 DOOR HATCHBACKVIN: **JHMGD38678S013243**

Garaging ZIP Code: 53711

Primary use of the vehicle: Commute

	Limits	Deductible	Premium
Liability To Others			\$223
Bodily Injury Liability	\$100,000 each person/\$300,000 each accident		
Property Damage Liability	\$100,000 each accident		
Uninsured Motorist	\$100,000 each person/\$300,000 each accident		14
Underinsured Motorist	\$100,000 each person/\$300,000 each accident		8
Medical Payments	\$10,000 each person		22
Comprehensive	Actual Cash Value	\$100	117
Collision	Actual Cash Value	\$250	318
Roadside Assistance			5
Total premium for 2008 HONDA			\$707

2008 SUBARU IMPREZA WRX 4 DOOR SEDANVIN: **JF1GE75648G554436**

Garaging ZIP Code: 53711

Primary use of the vehicle: Commute

	Limits	Deductible	Premium
Liability To Others			\$232
Bodily Injury Liability	\$100,000 each person/\$300,000 each accident		
Property Damage Liability	\$100,000 each accident		
Uninsured Motorist	\$100,000 each person/\$300,000 each accident		14
Underinsured Motorist	\$100,000 each person/\$300,000 each accident		8
Medical Payments	\$10,000 each person		22
Comprehensive	Actual Cash Value	\$100	247
Collision	Actual Cash Value	\$250	609
Roadside Assistance			5
Total premium for 2008 SUBARU			\$1,137
Total 6 month policy premium			\$2,444.00
Discount if paid in full			-386.00
Total 6 month policy premium if paid in full			\$2,058.00

Premium discounts

Policy	
10391270	Home Owner, Online Quote, Multi-Car, Continuous Insurance: Platinum and Paperless

Lienholder information

Vehicle	Lienholder
2008 HONDA CR-V JHLRE48788C023704	Summit Credit Union Madison, WI 53719
2008 HONDA FIT JHMGD38678S013243	Summit Credit Union Madison, WI 53719

Vehicle

Lienholder

2008 SUBARU IMPREZA WRX
JF1GE75648G554436

University Of Wiscon
Madison, WI 53705

Failure to Pay Renewal Premium

If you do not pay the minimum amount due on or before the due date, your coverage will end on June 7, 2016. However, if your payment is received or postmarked by September 5, 2016, we will renew your policy with a lapse in coverage. Your coverage will be renewed the day after your payment is received or postmarked.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into effective the last date of signature below, by and between Inland Lakes Land Company, LLC (hereinafter "Inland") and the Community Development Authority of the City of Monona (hereinafter "the CDA").

WHEREAS, the CDA recently purchased real estate from Inland located at 6320 Metropolitan Land, Monona, WI (hereinafter "the Property"). Pursuant to the terms of the purchase agreement Inland is permitted to occupy the Property from the date of closing to December 29, 2016. Inland desires to continue to occupy the Property beyond said deadline. The CDA is agreeable to allowing Inland to do so under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. Occupancy. Inland shall be permitted to occupy the Property for all purposes it used the Property at the time the CDA purchased it. Inland shall not use the Property for any other purpose without the advance written consent of the CDA. Inland shall not improve, modify or alter the Property without the prior written consent of the CDA.

2. Rent. Inland shall pay the CDA \$100.00 each month as rent, in advance no later than the first day of each month.

3. Term. The term of this Lease Agreement shall commence on December 29, 2016 and expire on January 31, 2017, but shall automatically renew on a month-to-month basis for subsequent one month terms until either party gives at least 30 days advance notice of nonrenewal.

4. Surrender. Inland agrees upon termination of this Lease Agreement to quit and surrender the Property, in good order, condition, and repair, and to remove all personal property and rubbish from the Property. In the event of Inland's failure to do so, Inland hereby expressly authorizes the CDA, as the agent of Inland, to remove all such items and take such action as may be necessary to restore the Property to good order, condition, and repair, all at Inland's expense. All personal property Inland fails to remove shall be deemed abandoned by Inland and may be disposed by the CDA as it deems appropriate. In addition to all other remedies, if Inland fails to vacate the Property and comply with all obligations under this section upon termination of this Agreement, Inland shall pay to the CDA the amount of \$5,000 per day until it does so; and all other costs, including reasonable attorney's fees, incurred by the CDA arising from such failure.

5. Maintenance of Premises. Inland shall keep the Property in good condition and repair; and in a clean, sanitary and safe condition, free of trash, rubbish, garbage and pests; and maintain the Property, including lawn mowing and snow/ice clearing. Inland shall ensure no nuisance condition is maintained on the Property.

6. Utilities. Inland shall have all utility services rendered in Inland's name and shall pay all bills for utility services during the term of this Agreement, as they become due.

7. Indemnity, Defense and Hold Harmless. Inland shall indemnify, defend, and hold the CDA harmless for all liabilities, claims or expenses resulting from Inland's use, possession and occupancy of the Property under this agreement.

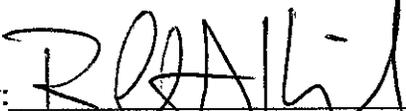
8. Insurance. During the term of this Lease Agreement Inland shall maintain insurance on the Property as set forth in the Certificate of Liability Insurance attached hereto as Exhibit A, naming the CDA as an additional insured, and provide evidence of such insurance to the CDA upon request.

9. Liens. Inland shall not permit or suffer any lien to attach to the Property and shall promptly cause any such lien or any claim thereof to be released.

10. Assignment and Subletting. Inland shall neither assign nor sublease any or all of its rights under this Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first written above.

INLAND LAKES LAND COMPANY, LLC

By: 
Randall J. Kessenich, Member

08/25/2016
Date

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF MONONA

By: _____
Thomas Stolper, Chairman

Date

Exhibit A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ansay & Associates, LLC. MSN 702 N High Point Road Suite 201 Madison WI 53717	CONTACT NAME: David Scholes PHONE (Ac. Bus. Use): 608-828-0237 FAX (Ac. Use): 608-831-4777 E-MAIL ADDRESS: david.scholes@ansay.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: West Bend Mutual Insurance Company</td> <td>15350</td> </tr> <tr> <td>INSURER B: Accident Fund</td> <td>12305</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: West Bend Mutual Insurance Company	15350	INSURER B: Accident Fund	12305	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: West Bend Mutual Insurance Company	15350														
INSURER B: Accident Fund	12305														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Inland Boat Works, LLC. 6320 Metropolitan Lane Monona WI 53716	CERTIFICATE NUMBER: INLABOA-01 REVISION NUMBER:														

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER OCCUR <input type="checkbox"/> LOC		230328400	1/1/2016	1/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$200,000 MED EXP (Per occurrence) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/PROP AGG \$1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input type="checkbox"/> RETENTIONS		250328400	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in WI) If no, describe type and description of operations below		WCV8004366	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> WJ STATE/TORTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$100,000 EL DISEASE - EA EMPLOYEE \$100,000 EL DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 401, Additional Remarks Schedule, if more space is required)
 Community Development Authority of the City of Monona is named as Additional Insured/Lessors as property owner of 6320 and 6321 Metropolitan Lane, Monona, WI.

CERTIFICATE HOLDER Community Development Authority of the City of Monona c/o William S Cole LLC 2845 Triverton Pike Drive Suite 101 Fitchburg WI 53711	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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