



**Community Development Authority  
Meeting Agenda  
Wednesday, February 25, 2026, at 9:00 a.m.  
Village Hall Court Room  
3930 N. Murray Ave., Shorewood, WI 53211**

Please take notice that the meeting will be held in hybrid meeting format (in-person and videoconference) on **Wednesday, February 25, 2026 at 9:00 a.m.**

Join Zoom Meeting

<https://zoom.us/j/95619369822?pwd=EEliP2Aeza4RGbN8B9yc0iWbNcAbga.1>

Meeting ID: 956 1936 9822

Passcode: 290150

1. Call to order.
2. Consider CDA meeting minutes – May 30, 2025
3. Consider recommendation on Phase II application submitted by Spoerl Commercial LLC for public assistance to develop affordable housing at 4450 N. Oakland Avenue, and if applicable statement of the public benefit(s) of the project.
4. The CDA will consider moving into closed session pursuant to Wis. Stat. Sec. 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, where competitive or bargaining reasons require a closed session, to discuss a development agreement for 4448 – 4450 N. Oakland Avenue.
5. Reconvene into open session.
6. The CDA *may* consider items related to the closed session noted above.
7. Adjournment.

**DATED** at Shorewood, Wisconsin, this 19th day of February 2026 at 4:30 p.m.

**VILLAGE OF SHOREWOOD**

Toya Harrell, Village Clerk

Should you have any questions or comments regarding any items on this agenda, please contact the Village Manager's Office at 414-847-2701. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may attend the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, efforts will be made to accommodate the needs of all individuals.



# Community Development Authority Meeting Minutes - **DRAFT** Friday, May 30, 2025 at 9:00 a.m.

CDA Members Present: John Krouse, Chair; Mitchell Auping, Jessica Carpenter, Joe LeSage, Tr. Kathy Stokebrand, and Tr. Wesley Warren (arrived during item 3)

Also present: David Erdman, Joshua Davis, Mikeala Huot (virtual) Brian Spoerl, Village Manager Rebecca Ewald; and Planning & Development Director Bart Griepentrog

## 1. Call to order.

Chair Krouse called the meeting to order at 9:05 am.

## 2. Consider CDA meeting minutes – March 7, 2025

Mr. LeSage moved to approve the minutes, as drafted; seconded by Tr. Stokebrand. Vote 5-0.

## 3. Consider recommendation on Phase I application submitted by Spoerl Commercial LLC for public assistance to develop affordable housing at 4450 N. Oakland Avenue, and if applicable statement of the public benefit(s) of the project.

Village Manager Ewald provided an overview of this item noting that the process being followed is laid out in the Village's Policy 40 related to requests for public assistance. She noted that a new TID is not being proposed, but that funds created by the extension of a TID were being requested to facilitate the development of affordable housing. She detailed that the policy outlines a two-phase application process, which requires recommendations by the CDA to the Village Board. She noted that phase 1 included a financial review of the application, the results of which were provided by the CDA's financial consultant (Baker Tilly) and were included in the meeting packet. She introduced David Erdman, Joshua Davis and Mikeala Huot of Baker Tilly who were asked to present an overview of that analysis.

Tr. Warren sought to clarify that the CDA's recommendation to the Village Board represented a request to continue to review the application but was not necessarily an endorsement of the project. Village Manager Ewald noted that the CDA was asked to review the application in conjunction with the policy and provide a statement of public benefit. She also noted that the application would proceed to the Village Board for consideration even if the CDA did not recommend continuing. Tr. Stokebrand confirmed that the CDA could defer action for more information, if desired.

Mr. Davis presented the purpose and disclosure of Baker Tilly's involvement in the process, noting that their study considers the likelihood that the project would occur without the requested incentive. He stated that Baker Tilly was hired by the Village and had no financial interest in the project. He noted that they were not reviewing the feasibility of the project and that actual results could vary from what is being forecast. He identified CoStar (real estate data), PWC Investor Survey (investment and financing) and RS Means (construction costs) as their primary market sources.

Mr. Davis described the project as being a three-story, 19-unit residential building with 100% of the units being rented out to tenants who earned between 30% and 60% of the Milwaukee County Median Income. He noted that the requested financial assistance to build this project relied on the applicant's final capital stack, but for purposes of review, a request of \$1.7 million was assumed. He pointed out that number could be reduced if the land value of approximately \$330,000 was discounted.

Mr. Davis outlined the study's approach, which included an evaluation of the applicant's estimated project costs, an evaluation of the estimated project revenues, consideration of a hypothetical sale of the asset, a determination of the internal rate of return without incentive, and a comparison of the internal rate of return without incentive to investor expectations.

Mr. Davis presented a chart of the applicant's estimated development expenses and stated that they appeared reasonable. He noted that construction costs were estimated to be \$183 per square foot, which fell within the benchmark data of between \$151 - \$191 per square foot. Tr. Warren questioned how the project's soft costs, which were estimated to be 37.34% of the project's overall costs, were determined to be within the benchmark range. Mr. Davis noted that the individual soft costs fell within the expected 5–10% range.

Mr. Davis noted that the analysis of the project's operating expenses, estimated property taxes and financing assumptions were also within expectations. He mentioned that many of these expenses were dictated by federal standards. Chair Krouse clarified that the annual replacement reserves were per unit and essentially represented funds to maintain the building.

Mr. Davis presented an overview of the projected rents, which visualized each unit type (1BR, 2BR and 3BR) in relation to income standards (30%, 50% and 60% of AMI). Chair Krouse questioned if there were requirements for how many tenants could be from each income category and live in each unit type. Mr. Spoerl responded that all tenants needed to be within the income range to qualify for the tax credits. Tr. Stokebrand questioned the difference between deep, shallow and no subsidy. Ms. Huot noted that deeper subsidy would refer to incomes at 30% AMI whereas shallow subsidy would be around 60-80% AMI levels. Mr. Spoerl noted that the application identified the defined income levels per unit, which he designed to maximize scoring on his tax credit application. He also noted that Shorewood is well positioned to win a tax credit deal based on the current formula because it scores well in the area of economic opportunity.

Ms. Carpenter asked Mr. Spoerl if the proposed financing of this project was the same as his current project in Whitefish Bay. Mr. Spoerl noted that his Whitefish Bay project did not apply for competitive 9% tax credits because it received additional financing from Milwaukee County. The Whitefish Bay project utilized 4% non-competitive tax credits. He noted rents for that project are between 50–60 % AMI.

Tr. Warren confirmed that if the proposed rent structure was violated that Mr. Spoerl would lose the tax credits. Mr. Spoerl also noted that if there are no tax credits the project is not feasible.

Mr. Davis noted that the proposed internal rate of return was within expectations. He stated that the upper boundary of the PWC's range was 10.75% and the lower boundary was 6.88%. This project projected an estimated internal rate of return at 8.25% with the incentive. The project did not provide any return without incentive. He noted that variables such as the marginal revenues associated with affordable housing, construction costs, interest rates, and the small scale of development impacted this number.

Mr. Davis reviewed the project's compliance with Policy 40. He noted that the project is broadly aligned with the criteria. He pointed out that the equity requirement in this case is unique because the project is reliant on affordable housing tax credits for equity. If the income from the tax credit investors were counted as equity, it would amount to 58%, and the policy only requires 15% equity. He noted that based on their conservative estimate of the project's tax revenue, this project would not pay itself off within the desired 20-year payback period, but it was noted that the project is not requesting the creation of a new TID.

Tr. Stokebrand questioned what infrastructure costs would be associated with the project. Mr. Spoerl noted that the project would pay for the costs to hook up to infrastructure. It was noted that no additional village infrastructure costs were expected to be needed because of this project.

Chair Krouse opened the discussion to members of the CDA.

Mr. Auping noted the lower density of the proposed project and asked for a comparison to similarly sized lots. Director Griepentrog noted that the two most recent redevelopments of similar sized lots involved 39 and 43 units within four-story buildings. He also noted those developments occupied the entire lot and provided underground or indoor parking, whereas the proposed development would utilize surface parking on the rear of the lot. Mr. LeSage confirmed that Mr. Spoerl believed it would be cost prohibitive and not feasible to provide underground or covered parking in order to develop more units. He noted that the other recent projects were charging market rate rents and could afford to pay for those other amenities. He also stated that the project was designed with the amount of available subsidy in mind to fill the financing gap and noted that when he first discussed this project last year, he heard feedback that the Village didn't want to expend all of the extension funds on one project. Mr. Auping questioned if the Village's parking requirements were impacting the number of units that could be developed. Mr. Spoerl said hypothetically yes, but he believed the tax credit investors would likely not be interested in a project that didn't provide parking.

Ms. Carpenter questioned if the building was accessible, since it didn't have an elevator and was shown with stairs in the front. Mr. Spoerl noted that the first-floor units were all accessible from the rear of the building.

Ms. Carpenter asked Mr. Spoerl to discuss the front façade materials. Mr. Spoerl noted that the application included a rendering, but that final designs and materials had not been selected. He stated that his project in Whitefish Bay is approximately 25% brick, and the rest is glass and two different siding products. Ms. Carpenter believed that the design in relation to the adjacent, brick apartment buildings should be part of the conversation. Mr. Spoerl said that he appreciates the comment and would respect that perspective. Tr. Stokebrand questioned the range of construction costs that were presented, and Mr. Davis clarified that the project is within the expected range and that higher quality materials would push it to the higher end of the range. Tr. Stokebrand noted that if the Village were to give a subsidy, she would hope that the project would match the community aesthetic. Mr. Spoerl said that he would work with the community as a partner. Mr. Auping confirmed that Mr. Spoerl's estimates did not assume the cheapest possible materials.

Tr. Stokebrand desired to better understand the developer's capital stack and what he and his investors were putting into the deal. She questioned where the developer fee would go. She also noted that the project looked good, fits within the community, and was something that she might be able to support. She appreciated Mr. Spoerl's efforts to go through the process. Mr. Spoerl noted that the process has been thoughtful and appreciated the questions. Mr. Spoerl noted that with affordable housing there is no place to hide; all of his numbers are available. He noted that the proposed development fee would go to Spoerl Commercial. But he also noted that it is a moving target, which can be used to finance the project if more equity is needed at which point the fee is deferred and paid through cash flow. He noted that the final payout would occur after project stabilization, which is typically about 18 months after the start of construction. Mr. Spoerl also noted that the projected developer fee is low compared to most tax credit projects. Tr. Stokebrand questioned why he was doing the project if he wasn't projected to make that much money. Mr. Spoerl said that he was doing it because ultimately, he would own a building in Shorewood, which has been his community for nearly 30 years, and that he would make the development affordable to people who normally wouldn't be able to live in Shorewood. Tr. Stokebrand questioned what his "skin in the game" was. Mr. Spoerl noted that he has put in all the pre-development costs to develop the project and would take on all the risks and guarantee the tax credit equity and any of the loans. He also noted that these types of projects are very time consuming, which means he can only do them sparingly.

Tr. Stokebrand said that she was concerned that there was no appraisal on the property. She believed that if the land were to be given or sold, the Village should know how much it is valued at. She said that she would need to know that before the project goes forward.

Tr. Warren questioned the amount of financial assistance being requested, noting that it was either \$750,000 or \$1.7 million, depending on the award of funds from the Federal Home Loan Bank (FHLB). He wondered if current federal politics would impact that decision. Mr. Spoerl was unaware of any cuts to the funding and noted that the money is funded by member banks.

Tr. Stokebrand noted that her first choice would be to get people into homes. Her second choice would be to get affordable units mixed into a market rate development, which she believed was a more inclusive approach. But she noted that no one has proposed that. She said that she was interested in supporting this upon understanding some more of the numbers, but she also noted that she was committed to saving 25% of the extension funds (approximately \$500,000) to help fund the streetlight replacement project, which would leave only about \$1.5 million of available subsidy. She also reiterated that she would like to see an appraisal of the land.

Mr. Auping sought to clarify the proposed tax rate increase of 3% within Baker Tilly's projections, which he believed was low, and how that would affect the long-term affordability of the units. Mr. Spoerl noted that taxes can only be assessed based on the net operating income of the development.

Chair Krouse opened the discussion to members of the public.

Christine Sweda, 4114 N. Lake Dr., noted that the Village's housing stock is 54% rental, which is significantly higher than Whitefish Bay (19%) or other areas. She did not believe Shorewood needed more rental housing. She stated that the Village's policy desired payback within 10 years and noted that the analysis reviewed a payback of \$750,000, not the full \$1.7 million that has been requested. She believed that the payback would be excessively long, perhaps 50 years. She questioned the length of the tax credits and noted that once the credits expire the rent structure could be changed, which concerns her because it would no longer achieve the goal of providing affordable housing. She was concerned about the Village's infrastructure replacement obligations. She believed the TIF money should be used to help the existing community. She said she was not in favor of using the money for rental housing.

Dieter Wegner, 1606 E Beverly Rd., questioned what we are doing and why. He questioned if this was the highest and best use of the lot.

Mr. LeSage responded to both comments by saying that the Village Board voted to extend the TID for one year and use those funds specifically for the purpose of providing affordable housing. He noted that only 25% of the funds could be used for other purposes. He noted that a request for proposals was issued that any developer could've responded to. He noted that other proposals were problematic and that Mr. Spoerl's was the only one that remained. He noted that tax revenues from the existing public parking lot were non-existent. He believed it would provide more benefit if developed.

Ms. Carpenter noted that the CDA has looked at several different options to provide affordable housing over the last few years. She agreed that she would prefer to provide opportunities for owner-occupied housing, but when the option of doing that was presented [through a Community Land Trust], it was noted that tax revenue would decrease in perpetuity, which she did not believe was the best option for the Village. She believed that the Village should look at the option to fund its infrastructure costs with these funds to extent that they can. She pointed out that she voted for affordable housing in 2021 and thinks the Village can do both. She noted that Mr. Spoerl's application might not require the full \$1.7 million that was being requested.

Tr. Warren also noted that he was part of the vote to extend the TID and set aside these funds for affordable housing. He noted that the Village has undertaken a very deliberative process to understand a lot of options. He said that at this time he was supportive of moving this application forward. He agreed with Tr. Stokebrand that the Village Board may want additional details but believed that the proposal was comprehensive and would create a lot of new affordable units. He said he was excited to have a proposal that the Village could work with that is moving us in the direction of utilizing the funds that have been set aside for a while now.

Ms. Sweda stated that she did not think it was necessary to use the funds for affordable housing if the Village could not find a project that it wanted to pursue. Chair Krouse noted that it was possible that the Village Board may not move the application forward but noted that the CDA's job today was to review the request for funding and make a recommendation. Tr. Warren noted that 75% of the set aside funds had to be used for affordable housing. Ms. Sweda believed that the community wanted affordable housing, but not more rentals. Chair Krouse noted that rental housing is housing. Mr. LeSage noted that the CDA's economic analysis of providing a subsidy to purchase homes in a community as expensive as Shorewood was not feasible. Ms. Carpenter reiterated that setting aside houses to be affordable in perpetuity would decrease the amount of taxes that they paid, which is the biggest expense for property owners in Shorewood. She did not believe that option was feasible, as much as she wished it was. She stated that the CDA researched that for over a year. Chair Krouse recommended that Ms. Sweda look at old meeting minutes and other materials on the Village's website. He stated that the decision on how to spend the funds has involved a long and well-researched process.

Ms. Sweda noted that the parking permit revenue received from the lot exceeds the amount of tax revenue that is projected with this development. She believed that the numbers do not work. She noted that people who can afford to live in Shorewood are living here. She does not believe this is something that the Village has to subsidize. She suggested that the Village should revisit its decision to set aside these funds. Chair Krouse noted that discussion is beyond the CDA's scope and suggested that she share her concerns with the Village Board.

Ms. Carpenter moved to recommend the phase I application to the Village Board as "But for" the use of TID funds for affordable housing, the development would not be created, and the following public benefits will be provided: the provision of affordable housing; seconded by Mr. Auping.

Tr. Stokebrand questioned if the recommendation related to any specific numbers. Chair Krouse noted that they would be recommending what has been included in the phase 1 application. Director Griepentrog clarified that the CDA would be recommending further consideration to the Village Board and the Village Board would be providing direction to the developer on whether to submit a phase 2 application. Tr. Stokebrand questioned at what time she could ask to get an appraisal to see how that changes any numbers. Director Griepentrog noted that the Village Board could conditionally approve the application, subject to that requirement. Mr. LeSage questioned if there would be a true appraised value because the lot either gets used for parking or it's used for this affordable housing project. Tr. Stokebrand noted that the Village has sold land for other private, market rate housing. Chair Krouse suggested that Tr. Stokebrand's request is reasonable, but did not believe it was a reason to hold it from proceeding to the next phase. Tr. Stokebrand asked Mr. Spoerl how time sensitive the Village's approval was. Mr. Spoerl noted that WHEDA's conceptual application is due in December by which point all entitlements must be secured and all due diligence must be performed.

Chair Krouse reminded the members that the motion on the floor was to recommend the application to the Village Board, as "But for" the use of TID funds for affordable housing, the development would not be created, and the public benefit of affordable housing would be provided. Vote 6-0.

**4. Adjournment.**

Tr. Warren motioned to adjourn the meeting at 10:25 am; seconded by Tr. Stokebrand. Vote 6-0.

Respectfully submitted,

A handwritten signature in blue ink that reads "Bart Griepentrog". The signature is written in a cursive, flowing style.

Bart Griepentrog, AICP  
Planning & Development Director



# VILLAGE OF SHOREWOOD

## REPORTS AND PRESENTATIONS TO THE CDA

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**Agenda Item:** Consider Phase II public assistance application for 4448 and 4450 N. Oakland Ave. from Spoerl Commercial LLC for the purpose of building affordable housing.

**Date:** February 25, 2026

**Presenter:** Rebecca Ewald, Village Manager

**Department:** Village Manager's Office

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### History

The [Community Development Authority \(CDA\)](#) was tasked by the Village Board to provide a recommendation on how to utilize Tax Increment District (TID) funds from [TID #1 extension](#) for purposes of affordable housing in accordance with [State Statutes](#).

Note: The affordable housing funds requested do not require the creation of a new TID. The affordable housing funds were provided through TID #1 which closed in 2021. State law requires that 75% of the funds may only be utilized for purposes of affordable housing, and 25% may be reserved for other general "improvements" to the Village housing stock.

In 2021-2024 the CDA received and provided education on affordable housing, [The Role of Suburbs in Creating a Diverse and Inclusive Region: Spotlight on Housing](#). Following the educational series, the CDA recommended on [June 3, 2022](#), and the Village Board agreed on [June 20, 2022](#), to explore rental offense approaches including: 1) adding affordable rental units via vouchers and/or 2) modifying existing multiunit dwellings into set-aside affordable units. Community Land Trusts (CLTs) were also explored. These options were not selected to proceed.

Simultaneously, the Plan Commission was working on the [Commercial Zoning Code Update](#), where multiunit dwellings are predominantly located in the village. Other than the block southeast of the intersection of Oakland and Capitol, the height of buildings in these districts were limited to 4 or 5 stories in the code update. This ultimately limits the number of units and revenue that could be developed to decrease housing costs within this area.

Any site that includes affordable housing may need to maximize the use of tax credits through WHEDA. Developers have expressed interest in developing Village owned parking lots with affordable housing. The CDA and Village Board agreed to issue an [RFP for Redevelopment of Village Owned Parking Lots](#) to assess a developers receptiveness to redevelop the sites with affordable housing. This RFP remains active, however, since it's release the Village Hall/Center parking lot was removed as an option for development.

[Policy 40 Tax Increment District \(TID\) creation and Tax Increment Financing \(TIF\) assistance](#) outlines a phased application process for requesting public assistance required for affordable housing.

On [May 30, 2025 the CDA unanimously recommended the phase I application](#) to the Village Board. The Board found that "But for" the use of TID funds for affordable housing, the development would not be created, and the public benefit of affordable housing will be provided. To watch the meeting click [here](#).

On June 16, 2025, the Village Board moved that the project warrants future exploration and requested the developer complete a Phase II application. Motion carried by a vote of 5-1 (Stokebrand), [see pg. 286 of the meeting packet](#).

On July 7, 2025, the Village Board directed the Village Attorney and Village Manager to review the proposed offer to purchase and provide a recommendation to the Village Board on August 4<sup>th</sup> for consideration.

On August 4, 2025, the Village Board approved an Offer to Purchase contingent upon Spoerl being awarded the WHEDA funds or other similar financing and execution of a development agreement, [see pg. 198 of the packet](#).

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## Overview

A Village of Shorewood Phase II Public Assistance Application was submitted by Spoerl Commercial LLC for 4448-4450 N. Oakland Avenue for purpose of constructing affordable housing. WHEDA has advanced Spoerl's WHEDA tax credit in their process, requesting submission of a full application in March 2026.

Baker Tilly requested Spoerl execute a non-disclosure agreement for purposes of providing a managerial and financial capacity review. Baker Tilly reviewed the development entity's financial statements, verifying the financial information proposed in the Phase I application and reviewing changes made in the Phase II application, and reviewed the development team's managerial capacity to complete the project. See report attached.

Per Policy 40,

*“The CDA will provide a recommendation on the application and development agreement terms to the Village Board to be considered by the Village of Shorewood for possible TID creation and approval. Included within the recommendation will be a statement of the public benefit(s) of the project and how the Village will benefit from contributing public support.”*

No TID is proposed for creation in the Phase II applications submitted. The Village has approximately \$2.1 million in TID 1 Extension funds for the purpose of creating affordable housing. CDA is requested to provide a recommendation on the application, including the following:

*“TIF Cap. Policy 40 requires the total amount of TIF assistance should not exceed 15% of total project costs and will not exceed the level of private equity investment. This limitation may be waived upon recommendation of the CDA and approved by the Village Board.”*

Spoerl has requested \$1.6 million or 22% of estimated project costs.

On 2/25 the CDA is requested to provide a recommendation on the Phase II application, specifically the amount of TID extension funds, in open session. Then the CDA will adjourn into closed session in accordance with Wis. Stat. 19.85(1)(e) for purposes of negotiations related to the

development agreement for 4448-4450 N. Oakland Avenue. When closed session is completed, the CDA will reconvene into open session, and may or may not provide recommendations to the Village Board following closed session.

Below is an outline of the next steps:

CDA considers Phase II application & development agreement terms	2/25
Tentative: Village Board considers recommendation on Phase II application & development agreement	3/16
Spoerl: WHEDA LIHTC applications due	3/20
WHEDA LIHTC award announcement	5/2026
Spoerl: Federal home bank loan submitted	6/2026
Federal home bank loan awards announced	10/2026

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**Financial Impact:**

Village Attorney legal fees for reviewing and opining on an Offer to Purchase would be funded by TID 1 extension funds.

Lots 4448-4450 N. Oakland Avenue present use is public parking. Permits for overnight parking (\$40/month) are sold for the 49 spaces in this lot, an estimated \$23,520 in revenue annually. Redevelopment of this lot would eliminate this annual revenue for the parking utility.

The sale of 4448-4450 N. Oakland Avenue is estimated at \$331,000 of revenue the Village would take into the general fund. The Village may utilize the funds for the 2027 budget or designate the funds to be utilized for purposes of affordable housing with the remaining TID 1 extension funds.

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**Possible motions:**

I move to **(Recommend/Not recommend)** the Phase II application submitted by Spoerl Commercial LLC to the Village Board, requesting \$1.6 million in public assistance, contingent upon WHEDA financing and other financing being awarded, and the execution of a development agreement that commits Spoerl Commercial LLC to building the affordable housing project for the public benefit.

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**Attachments:**

1. Phase II Application submitted by Spoerl
2. Baker Tilly Financial Analysis of Phase II application

February 19, 2026

Rebecca Ewald  
Village Manager  
Village of Shorewood  
3930 N Murray Avenue  
Shorewood, WI 53211

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Ms. Ewald:

The Village of Shorewood, Wisconsin (“Village”) retained Baker Tilly Municipal Advisors (“BTMA”) to evaluate the financial and managerial capacity of the development entities associated with the proposed Affordable Housing Development – 4448-50 N Oakland Ave (“Project”). This letter summarizes our evaluation of the primary Project developer, Spoerl Commercial, LLC. (“Applicant”). This review is in accordance with Phase 2 of the Village’s Policy 40, relating to Tax Increment Financing (TIF) assistance.

To complete this managerial and financial capacity review, BTMA entered into a non-disclosure agreement with the Applicant. The information provided is either publicly available or the summary results of our analysis presented in a manner that protects the Applicant’s confidential and proprietary information.

BTMA evaluated a combination of information provided by the Applicant in response to a request for information and available public data sources to consider the Applicant’s managerial and financial capacity to complete the Project as proposed in the current market. BTMA considered the Applicant’s prior projects, available financial information, and Applicant and Project Team’s general professional experience with each element of the Project as proposed.

## **Executive Summary – Project Updates and Policy Considerations**

BTMA provided an initial But-For Analysis dated May 22, 2025 to determine whether the Project required the requested financial assistance from the Village. Specifically, the Applicant was seeking a maximum request of \$1.7 million from the \$2.1 million of TIF extension funds which are available for affordable housing developments (the “Incentive”). While the max request was estimated to be \$1.7 million, this would be subject to the Applicant’s final capital stack and the final amount received from other grants and incentives. At the time of the But-For Analysis, the pro forma reflected an acquisition cost of the land below the current market price as well as \$750,000 in TIF extension funds. The conclusion of that report was that the Project would not proceed in the current market without the requested Incentive.

There have been two material updates to the Applicant’s pro forma since the review last May. The first being the requirement of an elevator which is estimated to increase construction costs by approximately \$300,000. The elevator is a necessary addition to obtain the tax credits and meet WHEDA’s accessibility requirements of having type C visitable units.

The second new update is the capitalization of a supportive service reserve for thirty years (\$766,712). The supportive service reserve fund is a restricted pool of funds set aside to pay for resident support services which intends to promote stability and reduce operating volatility. The capitalization of supportive services for a duration of thirty years is a requirement of WHEDA. Offering supportive services for WHEDA’s 9% competitive applications makes the the Project competitive in both the WHEDA and AHP point scoring and are a requirement to win the tax credits and grant.

After reviewing the Project and the updated information, BTMA has identified the following policy considerations for the Village of Shorewood Community Development Authority (“CDA”) and the Village Board of Trustees. A full outline of each criterion listed in Policy 40 and any applicable notes can be found at the end of this memo.

- 1) Finalizing the maximum cap amount of TIF extension funds
- 2) Method of reimbursement – are funds disbursed “up-front” upon demonstrating a complete capital stack after award of all tax credits and funds, tied to specific development milestones, or disbursed upon completion of the Project?
- 3) Relating to Village Policy 40, the following have been identified as areas which may not conform with Village policy
  - a. Project may not meet payback provision due to nature of affordable housing.
  - b. Waiving of the 15% property assembly cap (TIF funds estimated to be 22% of total costs)

## Summary of Project – Background

On March 15, 2021 the Village Board approved the extension of TID 1 for purpose of developing affordable housing. The value of this extension totaled approximately \$2 million in additional TIF funds. The CDA has explored opportunities for utilizing the funds; however, no disbursements have been made thus far.

In February 2024, the Village solicited input from various developers on the possibility of constructing affordable housing on public and private sites within the Village. Positive interest in the Village’s publicly owned sites was received. On May 30, 2024, at a joint meeting of the Village Board and CDA, staff was directed to develop a Request for Proposals for affordable housing on the Village-owned parking lots. The RFP was released in August of 2024, and the Applicant’s submission materials for the Phase 1 Application to redevelop the site at 4448-50 N Oakland was provided in February of 2025.

The subject property is .35 acres in size and is zoned to allow a mixed-use development of residential and office uses. As the property is owned by the Village, the Milwaukee County Assessor reports a market value of the site of \$0; however, the Applicant’s sources and uses show an acquisition cost of \$333,731. The But-For Analysis of the Project was formally presented in June of 2025 when the Village Board considered the Applicant’s Phase 1 application for the TIF extension funds. The Village board voted to move forward with the Project for consideration of the Applicant’s Phase 2 application.

The Applicant’s expected unit mix and gross rents are as follows.

Affordable Housing Units					
	# of Units	AMI	Sq. Feet	Monthly Rent	\$ PSF
1BR	2	30%	575	\$515	\$0.90
1BR	3	50%	575	\$931	\$1.62
1BR	3	60%	575	\$1,007	\$1.75
2BR	2	30%	825	\$614	\$0.74
2BR	2	50%	825	\$1,113	\$1.35
2BR	3	60%	825	\$1,204	\$1.46
3BR	1	30%	1100	\$702	\$0.64
3BR	2	50%	1100	\$1,278	\$1.16
3BR	1	60%	1100	\$1,479	\$1.34
<b>Total</b>	<b>19</b>			<b>\$18,674</b>	

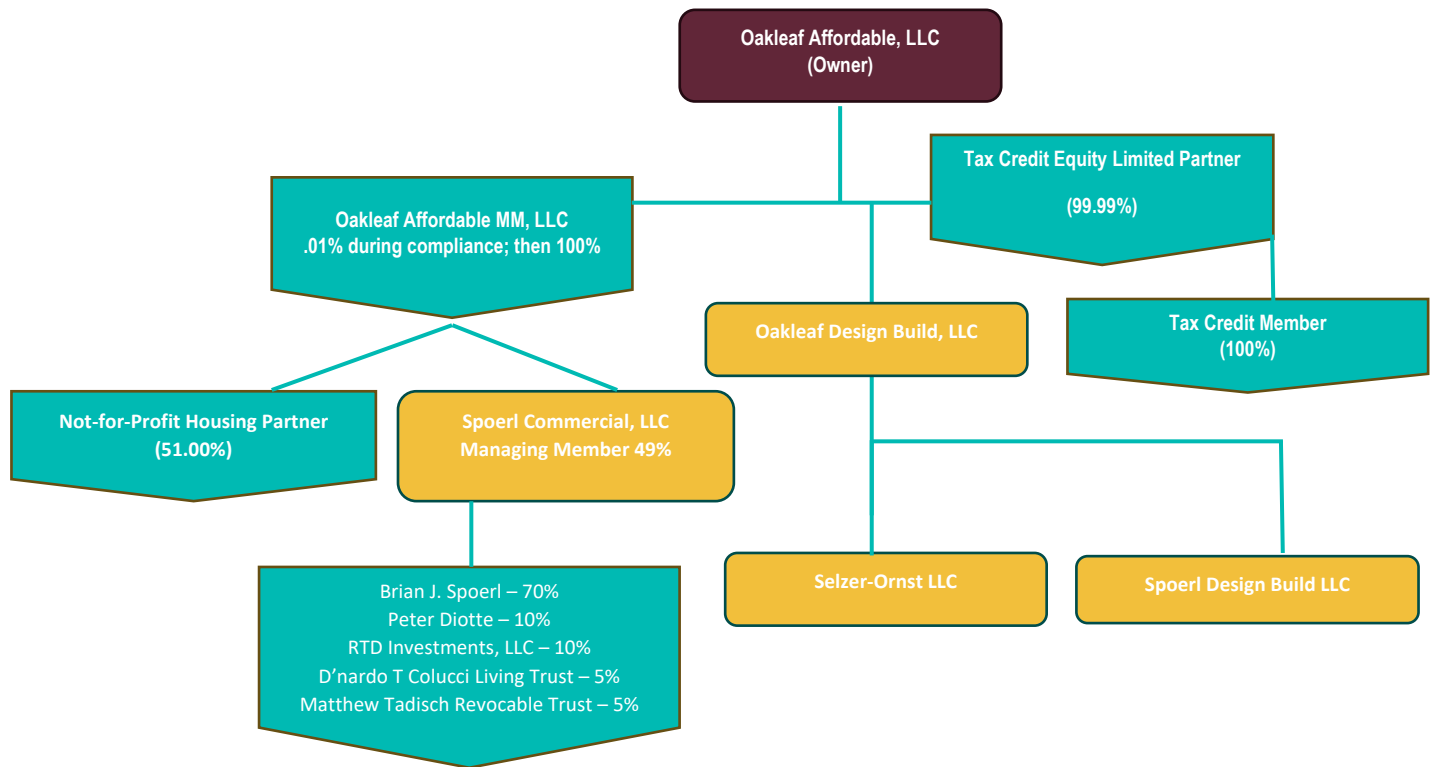
Based on the prior preliminary analysis of potential property tax estimates, BTMA estimated \$517,294 to be collected by all taxing jurisdictions over a period of twenty years with an annual average of approximately \$27,000. Affordable housing projects are often assessed using the income-approach (NOI / Cap Rate) which results in lower assessed values relative to market-rate developments. Our property tax estimates assume a constant mill rate as of 2024 (22.629917) and a modest inflation multiplier of 3.00% annual growth in the property value.

As of September 22, 2025, the Village and the Applicant entered into a real estate purchase agreement in which the property will be sold to the Applicant for a purchase price of \$333,731.00. The Applicant was the winner of the WHEDA concept round and was invited to participate in the WHEDA competitive 9% round in March. If the Applicant receives the tax credits from WHEDA, they will then apply for a loan through the Federal Home Loan Bank’s (“FHLB”) affordable housing program (“AHP”). WHEDA tax credit awards are announced in May. The AHP application is due in June with awards announced in October

The Applicant has proposed the following financing structure and reflects their most recent pro forma. Material updates between the Applicant’s prior estimates and updated pro forma include an increase to the construction cost of the building (\$300,000) and WHEDA’s requirement for the capitalization of a thirty-year supportive service reserve (\$766,712).

Sources	Amount	% of Project Total	Status
Federal LIHTC Investor Capital	\$3,754,394	52.81%	Contingent
FHLBC - AHP	950,000	13.36%	Contingent
WHEDA Permanent Mortgage	776,787	10.93%	Committed
TIF Extension Funds	1,627,524	22.89%	Un-committed
GP Equity	100	0.00%	Committed
Total	\$7,108,805		
Uses	Amount	% of Project Total	\$ PSF
Construction	\$3,730,028	52.47%	\$199.59
Construction Period Expenses	396,040	5.57%	
Contractor Fees	464,575	6.54%	
Acquisition	333,731	4.69%	\$22.25
Developer Fees	330,625	4.65%	
Architect and Engineering	200,330	2.82%	
Construction Contingency	371,544	5.23%	
Other Soft Costs	132,705	1.87%	
Financing Fees and Expenses	111,902	1.57%	
Operating Reserve	99,739	1.40%	
Supportive Service Reserve (30 years)	766,712	10.79%	
Professional Fees and Reports	170,875	2.40%	
Total	\$7,108,805		

## The Project Team



Spoerl Commercial, LLC was organized in June of 2022 with an exclusive focus on affordable housing; it has five shareholders including managing member Brian Spoerl. Brian Spoerl owns a 70% interest in the company. The Applicant was reported as restored to good standing according to the State of Wisconsin Department of Financial Institutions.

Spoerl Commercial, LLC has five shareholders. Shareholders are:

- Brian J. Spoerl – 70%
- Peter Diotte – 10%
- RTD Investments, LLC – 10%
- D'nardo T Colucci Living Trust – 5%
- Matthew Tadisch Revocable Trust – 5%

The Applicant has retained multiple separate entities for assistance with the Project to form the Project Team. These are:

- **Zimmerman Architectural Studios:** Responsible for construction documents, state and local approvals and project management to ensure that buildings meet strict design and building code throughout the design and construction schedule. Zimmerman has been the architect of record on all Spoerl projects.
- **Harwood Engineering:** Providing comprehensive engineering services, including civil, structural and MEP design. Harwood Engineering has been the engineer on all Spoerl projects.
- **Spoerl Design Build:** This is Spoerl's in-house construction management team who serves as the project General Contractor to manage the budget.
- **Selzer-Ornst Construction:** Selzer-Ornst and Spoerl Design Build will partner on the general contracting for the Oakleaf.
- **Oakleaf Design Build, LLC:** allows for shared GC responsibilities between Spoerl Design Build and Selzer-Ornst. Organizational structure reflects a common practice for liability purposes, streamlining accounting, etc. Spoerl provides owner representation and pricing experience while Selzer will provide a project manager, project supervisor, accounting and favorable insurance and bond pricing to the team.

When presented with disclosure questions addressing defaults, legal suits, bankruptcies, judgments, tax delinquencies, and felonies, none were applicable except a property purchase dispute reported by Selzer-Ornst Construction Company, LLC which is currently going through mediation.

## Managerial Capacity (Construction Management)

To evaluate the Project Team's capacity to manage the Project, BTMA reviewed the following.

- Background on the Applicant and the Project provided by the Applicant
- Company web sites.
- Publicly available information on the Applicant and its associated projects.
- Internet news searches.
- Publicly available information on the Applicant's past associated projects.

The Applicant's past and current residential projects include the following.

1. The Hampton - 17 units - Whitefish Bay, WI (opening May 2026)
2. The Avenue – 59 units - Sturgeon Bay, WI (closing on financing in May of 2026)

The past residential projects of Selzer-Ornst Construction include the following:

1. Waterford Lofts - 12 units – Waterford, WI
2. Playbill Lofts – 59 units – Milwaukee, WI (renovation)
3. Lasata Heights – 16 units – Cedarburg, WI (renovation)
4. Linden Court – 24 units – Waukesha, WI
5. Manitowoc Place – 33 units – Manitowoc, WI (renovation)

Prior projects demonstrate the Project Team's robust experience in property development including housing and various forms of commercial real estate. Mr. Spoerl is the primary project manager and his prior experience leans heavily on commercial real estate experience; however, there is a demonstrated range of product types including retail, healthcare, and other forms of commercial real estate. Selzer-Ornst Construction also has demonstrated extensive experience in developing commercial and multi-family projects. The totality of the development team's past projects and experience are indicative of managerial capacity to successfully complete the proposed Project.

## Financial Capacity

Brian Spoerl and Matthew Tidsch will be partnering on construction and will be co-guarantors of any loans. All guarantees are joint and several. Baker Tilly Municipal Advisors reviewed the following documents to assess the Applicant's financial capacity to substantiate the guarantees and to complete the proposed Project.

- Balance Sheet for Spoerl Commercial, LLC as of January 31, 2026
- Profit and Loss Statement for Spoerl Commercial, LLC as of January 31, 2026
- Balance Sheet for Hampton Affordable, LLC as of January 31, 2026
- Personal Financial Statement of Matthew Tadisich, dated June 16, 2025

**Based on materials provided by the Applicant, Baker Tilly has determined that there is a reasonable expectation that the Applicant has sufficient assets and liquidity to support and execute the Project.** It should be noted that as an affordable housing project, the developer's financial position is further substantiated by eligibility to participate in the LIHTC program and provide personal guarantees. LIHTC personal guarantees are requirements aimed at mitigating risk during construction, lease-up, and the compliance period. Developers must guarantee construction completion, operating deficits, and tax credit recapture, with common requirements including high net worth and liquidity thresholds.

The Applicant's financial capacity may change over the course of the Project, as may the Applicant's willingness to apply this capacity. It is recommended that the City include in the development agreement and related documents terms which will protect the City's financial interests. Baker Tilly is available to advise on terms, if desired.

Sincerely,

David Erdman, Managing Director



BAKER TILLY MUNICIPAL ADVISORS, LLC

## Project Alignment with Village Policy 40.

Policy Statement	Conforms	Non-Conforming	Notes
TIF assistance will not be considered for market rate housing, unless the project incorporates affordable housing.	✓		
The Village will provide assistance primarily through developer-financed methods to minimize the risk of public participation whenever possible	✓		TIF-extension funds are funds on hand. Funds may not be used for any purpose other than affordable housing
The Village will consider TIF requests only after determining that other possible available funding sources are not sufficient to finance the project and provide an adequate rate of return for the project to move forward.	✓		Requested funds are necessary to complete capital stack and secure LIHTC credits
The developer will consider other financing options, prior to application	✓		
The Village will consider up front project financing through the sale of bonds or other internal sources on a case-by-case basis when other methods including developer-financed are deemed infeasible, will limit TIF to the highest priority projects as determined by the Village Board, and will require specific and measurable interim milestones prior to disbursement of funds	N/A	N/A	Terms of development agreement not yet finalized
The Village will consider TIF only for projects with demonstrated market demand	✓		
The Village will not provide mortgage guarantees	✓		
The Village will require that a developer provide guarantees to the Village to cover any shortfall in costs not paid by increment should direct TIF assistance be provided.	✓		
The Village will not provide TIF assistance to developers that cannot adequately demonstrate an ability to complete the proposed project on time and on budget	✓		See managerial capacity review in above sections
The Village will only provide TIF assistance for tax-exempt uses where those uses are subject to payments in lieu of taxes (known as PILOTS)	✓		
Equity Requirement. Developers must provide a minimum 15% equity of total project costs. Projects that exceed the 15% equity requirement will be looked upon favorably by the Village. Equity is defined as cash or un-leveraged value in land or prepaid costs attributable to the project. TIF shall not be used to supplant cash equity.	✓		LIHTC deals are unique. Generally, very little equity from developer. Equity comes from tax credit investors.
Payback Period. 20-year maximum payback period. Preference will be given to projects with payback periods of 10 years or under.		✓	Based on a preliminary analysis of potential property tax estimates, BTMA estimates \$517,294 to be collected by all taxing jurisdictions over a period of twenty years.
TIF Cap. The total amount of TIF assistance should not exceed 15% of total project costs and will not exceed the level of private equity investment. This limitation may be waived upon recommendation of the CDA and approval by the Board.		✓	Currently estimated to be 22% of total costs based on the request of \$1.6 million
Taxable Increase. The project should result in an increase in taxable valuation of at least 20% upon completion of project construction and stabilization.	N/A	N/A	Requirement expected to be omitted from current draft of terms sheet
Self-Supporting Projects. Each project requesting TIF assistance should generate sufficient tax increment to cover the requested TIF assistance and a portion of any public infrastructure costs within the district. No increment from other private development projects within the district may be used to supplement another project's inability to generate sufficient tax increment to cover project costs.	N/A	N/A	Incentive request is an up-front payment of funds of TIF extension funds for the purpose of affordable housing.
Property Assembly Cap. TIF assistance for property assembly costs will not be provided in an amount exceeding 10% of the fair market value of the property. The fair market value will be determined by an independent appraiser contracted by the Village with cost of appraisal paid for by developer. This limitation may be waived upon recommendation of the CDA and approval by the Board.	N/A	N/A	Special valuation methodology is used for affordable housing as compared to market rate developments. Valuation is based on NOI which is already below market by design.

Policy Statement	Conforms	Non-Conforming	Notes
Internal Rate of Return. The amount of assistance provided to a developer will be limited to the amount necessary to provide the developer a reasonable rate of return on investment in the project and the subject site. A developer's return on equity, return on cost or internal rate of return will be based on current market conditions as determined by the Village or Village's financial advisor and is expected to fall in a general range of 8- 16%. In no case shall the internal rate of return exceed 18%.	✓		See findings of But-For Report from Phase 1 Application for details and analysis
All TIF assistance shall include a "claw-back" provision to verify project estimates. When the actual costs are below original estimates, the Village will share in the savings and where the return significantly exceeds initial estimates, it will reduce or require repayment of the amount of assistance provided. The claw-back mandates a developer to provide the Village, or its financial advisor, with evidence of its annualized cumulative internal rate of return on the investment (IRR), other revenue, or applicable criteria (ie. longevity or job creation commitments) at specified periods of time after project completion and upon sale. In the case of IRR, it shall be calculated with equity, revenues, and expenses in accordance with generally accepted accounting principles. If the IRR is exceeded, there will be a return or reduction of public subsidy in the amount that was in excess of the established maximum IRR	N/A	N/A	Terms of development agreement not yet finalized
All development agreements shall establish a maximum assessed value whereby the property owner shall agree not to protest to the Board of Review or Circuit Court the Assessor's determination of the property value for the properties for which the grant is requested during the life of the TID.	N/A	N/A	Terms of development agreement not yet finalized

*Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly Advisory Group, LP. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm and provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms. ©2026 Baker Tilly Municipal Advisors, LLC*



AT THE EDGE OF THE CITY AND  
THE HEART OF EVERYTHING

## Shorewood Public Assistance Study Phase 2

Please return the completed application and supporting documentation to:

Village of Shorewood  
Village Manager's Office  
3930 Murray Avenue  
Shorewood, WI 53211  
414-847-2701  
[rewald@villageofshorewood.org](mailto:rewald@villageofshorewood.org)

In order to address the Village's costs of professional services and other expenses related to the review of this application, a nonrefundable fee of \$5,500 shall be made payable to the Village at the time the Phase I application is submitted. If actual costs of such review exceed the initial fee, additional funds may be required prior to continuing the review. Should the application proceed to Phase II an additional \$8,000 fee for financial review is required at time of application. The applicant will pay for all third-party costs associated with the review of the application, TID creation and assistance. If a TIF district is created the Phase II third party costs may be refunded by future revenues of the TIF district. Please see the process for Public Financial Assistance.

### I. Supplemental Applicant Information

1. Attorney contact information: Nicholas Chmurski, O'Neil, Cannon, Hollman, DeJong & Laing S.C.
2. Currently does the applicant own or lease the property?  
OWN  LEASE  NEITHER
3. At project completion, will the applicant own, lease or convert the property to condo ownership?  
OWN  LEASE  CONVERT TO CONDO OWNERSHIP
4. At project completion who will occupy (operate business on) the site  
OWNER  RENTER  BOTH
5. If the applicant is the current or prospective tenant of the property, attach a description of the premises to be leased (legal description, floor plan etc.)
6. Evidence of Site Control:
  - A. If the applicant owns the project site, attach a copy of the applicant's deed. Also indicate:

Mortgage holder(s):

Total annual mortgage payment (principal & interest):

Total outstanding balance of existing mortgage(s):

B. If the applicant has a contract or option to purchase the project site, attach a copy of the purchase/option contract. Also indicate:

Date contract was signed: 9/22/25

Closing/expiration date: 10/30/27

C. If the applicant currently leases or will lease the project site, attached a copy of the lease or lease option contract. Also indicate:

Legal name of owner as noted on the deed(s):

Name of person who signed lease for tenant (lessee):

Landlord/owner's name and address:

7. Owner Affidavit: If the applicant currently leases or plans to lease the property, have the owner (and all entities having ownership interest in the property) sign an Owner's Consent Letter.

8. Please attach:

- Resume of principals
- Articles/Bylaws/Partnership agreement of partnerships/corporation/LLC
- A list of properties within the Village of Shorewood in which buyer has an ownership interest either as an individual or part of a corporation/partnership/LLC.

## II. Public Outreach & Communication

Public input and transparency will be encouraged and opportunities will be made available in each application phase through the village's website, Village Manager's Memo and regular public notices for the CDA and Village Board meetings. Applicants are required to provide notice and public outreach to neighborhoods and impacted stakeholders prior to the review of their application by the CDA and Village Board at each application phase. The applicant shall submit a public outreach plan with each application for review that complements Village transparency efforts. The CDA and Village Board will look favorably upon applications that include demonstration of public support for the project.

1. List the stakeholder groups, including organizations such as the Business Improvement District, specific neighbors by address etc.
2. Identify the public outreach strategy for each stakeholder group and estimated dates for proposed communications.
3. Identify how the public outreach strategy will complement Village's communication methods listed above.

## III. Additional Project Description Information

9. Land area (in square feet) of project site:

Current:	15,000
Proposed:	15,000

10. Building area (in square feet) of project building (or, for tenant applicants, leased premises):

	Gross	Net leasable
Current:	0	
Proposed:	18,668	14,775

11. Land Use. Identify the appropriate existing or proposed land use of the redevelopment site and indicate the building areas dedicated to each use.

Category	Existing	Proposed	Building Area	
			Existing SF	Proposed SF
Retail	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Office	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Mixed use	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Manufacturing	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Vacant building	<input type="checkbox"/>	NA		NA
Residential	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0	18,668

12. Job creation/retention: list the current and projected number of part time jobs and full-time jobs at the site before and after completion.

	Current	Projected
Full time employees		
Part time employees		
Total employees	N/A	N/A

13. Attach a Sustainability Plan per Policy 40: Developer seeking over \$1 million in TIF assistance for a project shall prepare a report on the estimated cost of including solar power and other sustainable features and submit this report with the Phase II application. This report shall include an estimate of the amount of time that would be required to recover the cost of the solar power features through energy-cost savings. Commercial Shorewood projects are eligible for the Property Assessed Clean Energy (PACE) program through PACE Wisconsin.

14. Attach a Compliance Plan per Policy 40: Identify how the proposed development will meet compliance with Village of Shorewood’s goal of utilizing Targeted Business Enterprise (TBE) vendors for 25% of the construction and 17% professional services for developments receiving over \$1 million in TIF assistance.

**ADDITIONAL DOCUMENTATION AND CHECKLIST**

Applicants will also be required to provide the following documentation.

All personal financial information will be kept private and confidential to the extent provided by Wisconsin State Statutes.

- 1. Financial statements for past three years, including profit and loss statements and balance sheets, as applicable.
- 2. Personal financial statements of all major shareholders (principals) including the most recent three years of tax returns.

#### IV. Signature

I, the undersigned, affirm that the project descriptions, numerical and financial estimates, and all other information I have provided in this application are true and complete to the best of my knowledge. I have read and understood the requirements described in this application. Furthermore, I certify that I am authorized to initiate the TIF application process on behalf of the project described.

**Brian Spoerl**

**Managing Member**

---

Printed name

Title

*Brian Spoerl*

**2/2/2026**

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Signature

Date

*Legal disclaimer*

*Completion of this application does not entitle the applicant to financial assistance, zoning or development approvals. Any such assistance and development approvals must be recommended and approved by the appropriate Village boards, committees, authorities, and the Village Board.*

*Any applications submitted under this process, and any supplemental documentation related thereto, are subject to Wisconsin's open records law as enumerated in Chapter 19 of the Wisconsin Statutes and as further defined by applicable Wisconsin case law, including exceptions and exemptions associated therewith.*



## 8. Resume of principals.

Spoerl Commercial, LLC was organized in June of 2022. We have six shareholders including managing member Brian Spoerl. Brian Spoerl owns 70% of the company. No other individual shareholders own more than 10%.

### **TEAM LEADERSHIP AND EXPERTISE**

#### **Brian Spoerl, Founder & Managing Member**

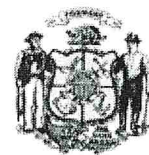
Brian Spoerl has more than 30 years of experience in real estate development, construction, and financing. He has worked on real estate developments throughout Wisconsin and the Midwest. Brian has worked across multiple commercial asset classes including office, medical office and multi-family housing. Since founding Spoerl Commercial in 2022 he has focused exclusively on affordable housing. Brian's leadership ensures that each project aligns with community needs, municipal requirements, and program goals. He has consistently navigated entitlement challenges, community concerns, and financing complexities through persistence, strategic planning, and assembling a highly capable team. Brian is a general contractor and is a licensed real estate broker in Wisconsin. He graduated from the University of Wisconsin–Milwaukee School of Business with a Bachelor of Business Administration in Real Estate and Urban Development.

Spoerl Commercial has partnered on all affordable housing developments with leading firms in tax credit financing, architecture, engineering and construction.

Together, the Spoerl team brings decades of experience across all phases of development—from concept and design through financing, entitlements, construction, and leasing. The proposed team has jointly planned, entitled, financed, and constructed 95 apartment units totaling approximately \$30 million in development costs.

**The project entity will include Spoerl Commercial, LLC and its members as the general partner together with a tax credit investor who is a limited partner. The investor buys the tax credits which funds are used as equity in the project.**

Sec. 183.0202  
Wis. Stats.



State of Wisconsin  
Department of Financial Institutions

**ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY**

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

- Article 1.           **Name of the limited liability company:**  
Spoerl Commercial, LLC
- Article 2.           **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**
- Article 3.           **Name of the initial registered agent:**  
Brian Spoerl
- Article 4.           **Street address of the initial registered office:**  
3453 N. Summit Avenue  
Milwaukee, WI 53211  
United States of America
- Article 5.           **Management of the limited liability company shall be vested in:**  
A manager or managers
- Article 6.           **Name and complete address of each organizer:**  
Brian Spoerl  
3453 N. Summit Avenue  
Milwaukee, WI 53211  
United States of America
- Other Information. **This document was drafted by:**  
Brian Spoerl

**Organizer Signature:**

Brian Spoerl

**Contact Information:**

Brian Spoerl  
3453 N. Summit Avenue

Milwaukee, WI 53211  
United States of America  
brian@brianspoerl.com  
4148704700

**Date & Time of Receipt:**

2/28/2022 11:31:53 AM

**Order Number:**

202202285902551

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**ARTICLES OF ORGANIZATION - Limited Liability Company(Ch. 183)**

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Filing Fee: \$130.00  
Total Fee: \$130.00

**ENDORSEMENT**

**State of Wisconsin  
Department of Financial Institutions**

EFFECTIVE DATE	
2/28/2022	

<b>FILED</b> 2/28/2022	Entity ID Number S139682
---------------------------	-----------------------------



## II. Public Outreach and Communication Plan

Spoerl Commercial, LLC will take the following steps to provide information and seek input from the public and impacted stakeholders regarding the Oakleaf, a 19-unit affordable apartment development to be built at 4450 N. Oakland Avenue in Shorewood Wisconsin.

1. The following public meetings on the development have already taken place:

### Site Solicitation & Developer Selection

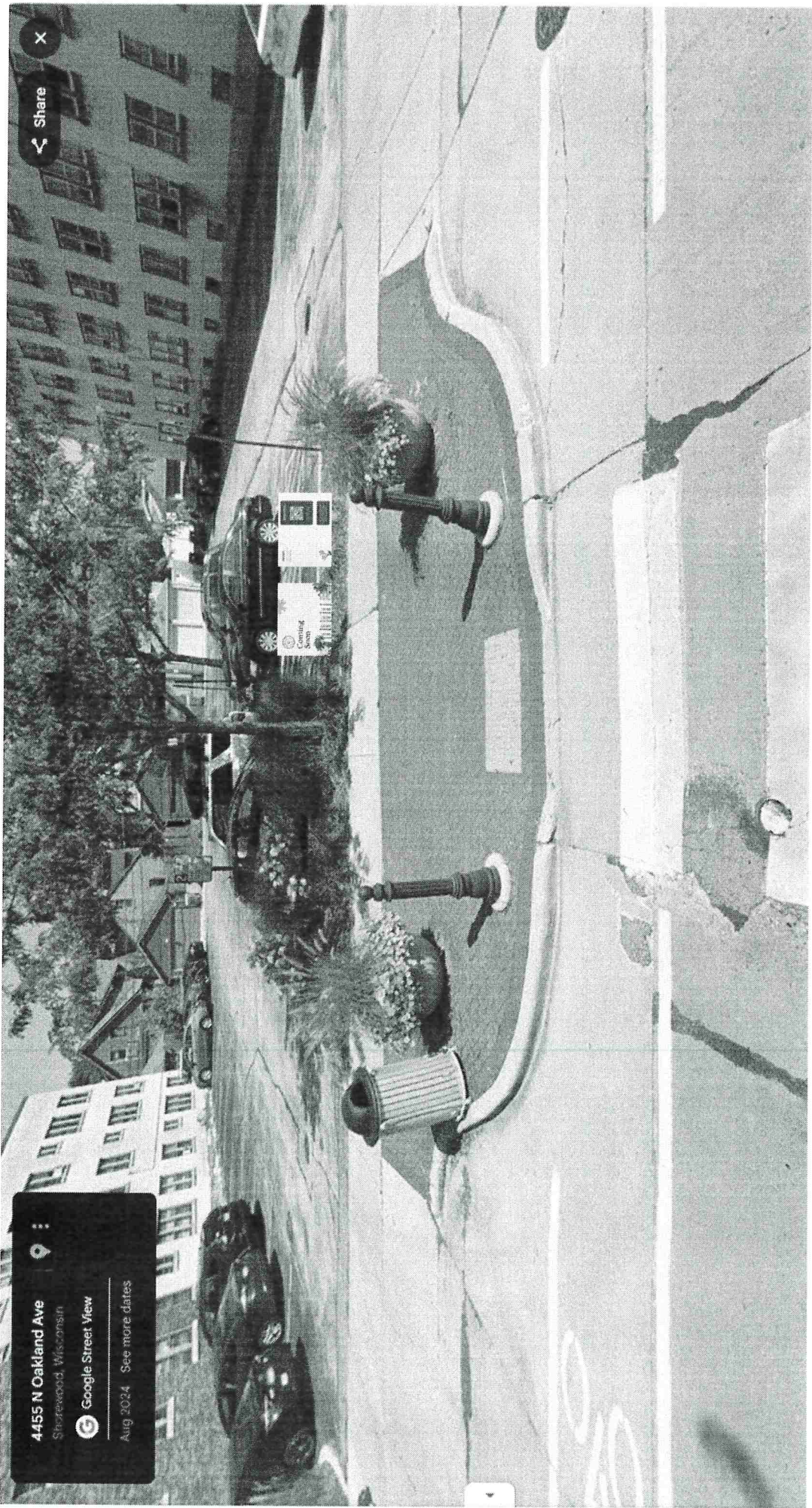
August–October 2024

- The Village issued a Request for Proposals (RFP) to redevelop City-owned parking lots.
- Spoerl Commercial submitted a proposal.
- Spoerl Commercial was interviewed by the Community Development Authority (CDA) and Village Board.
- The Village Board directed staff to proceed with financial assistance and zoning review of the proposed development.

### Early Financial Review & Phase 1 TIF

February–September 2025

- Spoerl Commercial submitted a Phase 1 TIF application.
  - The CDA reviewed the application and recommended approval.
  - The Village Board approved Phase 1 TIF.
  - The Village Board approved the Sale and Purchase Agreement for the project site.
2. We have met with the chairperson of the Shorewood Business Improvement District to discuss the project. We have offered to attend one of their meetings to answer questions and seek input from the business community.
  3. We have created a website: [The Oak Leaf - Affordable Housing in Shorewood, WI](#) detailing the development, resident selection criteria, timeline and waitlist sign-up. We have posted a sign on the property containing a QR code linking to The Oakleaf website and sign-up portal. In less than one week of opening the web portal sign-up, we have ten people who have joined the waiting list. Our Whitefish Bay list has over three hundred signed up which is less than a mile away.
  4. We posted the website and signup portal on social media platforms including Facebook page Shorewood Talks.
  5. We will issue a press release to the local media with details of the project and will speak with members of the press if invited to do so. The Milwaukee Journal Sentinel, Milwaukee Business Journal, Small Business Times and Urban Milwaukee have all reported on this project in the past year.
  6. We have met with County Supervisor Anne O'Connor informing her of our plans.



4455 N Oakland Ave  
Shorewood, Wisconsin  
Google Street View  
Aug 2024 See more dates

Share X



### 13. Sustainability Plan

The WHEDA Qualified Allocation Plan and application requires that all Low-Income Housing Tax Credit awards follow the requirements identified in WHEDA Appendix W: Energy Efficiency and Sustainability. We will be applying for Wisconsin Green Built Communities Gold Certification.

Attached is WHEDA Appendix W and The Wisconsin Green Built HOME Standard Multi Family Checklist application.

Also attached is the cost of adding solar and recovery of costs analysis.

**Wisconsin 2025-26 Qualified Allocation Plan**  
**Appendix W: Energy Efficiency and Sustainability**  
Revised June 9, 2025

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# WHEDA Energy Efficiency & Sustainability Guidelines

Sustainable design and energy efficiency strategies will be customized based on the development type, location, and available resources. WHEDA recognizes a range of green building certifications and renewable energy options, allowing projects to choose the most appropriate approach. The requirements and scoring process will focus on the following components:

1. **Green Building Certification**
2. **Renewable Energy (for New Construction only)**
3. **Energy Design Assistance**

The scoring matrix in the Multifamily Application applies separate criteria for **rehabilitating existing buildings** and **new construction** to evaluate each project appropriately. Both rehabilitation of existing residential buildings and adaptive reuse of nonresidential buildings converted to residential are eligible for the criteria for rehabilitation projects. Project teams should carefully review certification options to determine whether a new construction or rehabilitation certification fits their development.

WHEDA encourages project teams to engage with utility companies early in the process of deciding which points to pursue. This helps determine whether plans are feasible and if a waiver from the Public Service Commission (PSC) might be required. **Projects requiring a PSC waiver to meet the scoring criteria are not eligible for points in the category they claim.**

---

## Green Building Certifications

Projects must select one of the following three levels of green building certifications:

- **Threshold**
- **Advanced**
- **Stretch Goal (Net Zero)**

Applicants must indicate their chosen certification level in their **Full Application Submission**. Developers are responsible for meeting all certification requirements and obtaining verification upon project completion.

Projects may change certifications if the change does not result in a lower score and is approved by WHEDA before the **Application Two Submission**. A written request to change certifications must be submitted before the **Application Two Submission**. Any changes that reduce the initial category score or substantial modifications after the 2025 Application Two Submission may incur penalties.

**Proof of certification** must be submitted before the issuance of the **Tax Credit Allocation**, the completed **IRS Form(s) 8609 for Federal Credits**, and the **Wisconsin Low-Income Housing Credit Allocation Certificate** for State Credits. If the selected certification requires monitoring or verification beyond the Application Three due date, applicants should discuss this with WHEDA prior to the Application Three due date.

---

## Threshold Requirements & Scoring

At a minimum, each project must obtain a pre-approved certification from the **Threshold** list.

### Threshold Certification Requirements

1. **Eligible New Construction Certifications:**
  - Enterprise 2020 Green Communities Criteria
  - LEED Silver Certification
  - Wisconsin Green Built Communities Gold Certification
  - Passive House Institute US PHIUS Core
2. **Eligible Rehabilitation Certifications** (for existing residential properties or adaptive reuse of nonresidential buildings):
  - Enterprise 2020 Green Communities for Moderate & Substantial Rehab
  - Wisconsin Green Built Homes Gold Certification
  - Passive House Institute US – PHIUS Core Revive

### Additional Threshold Requirements for Rehabilitation of Existing Buildings

Rehabilitation projects using **Threshold certifications** must meet one of the following requirements:

- **HERS Index score of 80 or less** for properties built in or after 1980 or demonstrate that the energy performance of the completed building will be equivalent to or better than ASHRAE 90.1-2013, using an energy model created by a qualified energy services provider according to Appendix G 90.1–2016.
- **HERS Index score of 100 or less** for properties built before 1980 or demonstrate that the energy performance of the completed building will be equivalent to or better than ASHRAE 90.1-2013, using an energy model created by a qualified energy services provider according to Appendix G 90.1–2016.
- **Post-rehab HERS Index score at least 15% lower** than the pre-rehab HERS Index score.

Documentation verifying one of the requirements must be submitted before **8609 issuance**.

---

## Advanced Certifications Scoring and Point Eligibility

Applicants can earn an additional **10 points** by obtaining one of the following **Advanced certifications**:

1. **Eligible New Construction Advanced Certifications:**
    - Enterprise 2020 Green Communities Criteria Certification Plus
    - LEED Gold/Platinum Certification
    - Wisconsin Green Built Communities Gold Plus
    - Passive House Institute US PHIUS Core
  2. **Eligible Rehabilitation Advanced Certifications:**
    - Enterprise 2020 Green Communities for Moderate & Substantial Rehab Certification Plus
    - Wisconsin Green Built Homes Gold
    - Passive House Institute US – PHIUS Core Revive
- 

## Stretch Goal – Net Zero Certification Scoring and Point Eligibility

Net Zero certifications should be pursued only under exceptional circumstances where resources, funding, and opportunities align, ensuring that the goal can be achieved without reducing the number of units produced. Projects should carefully assess whether Net Zero is feasible, as it may not be the best option for most developments.

Projects seeking **Net Zero Certification** must submit a narrative as part of their **Full Application Submission by March 21, 2025**. The narrative must detail the plan to achieve certification, including financing and a timeline. The 2025 Application Two Submission must include an updated narrative to reflect any changes. WHEDA may request additional information or a meeting to assess the potential impact on project feasibility and/or unit production.

Applicants can earn an additional **20 points** by obtaining one of the following **Stretch Goal – Net Zero Certifications**:

### Eligible New Construction Net Zero Certifications:

- Enterprise 2020 Green Communities Criteria Certification Plus via Criterion 5.4b
- LEED Zero Energy
- Wisconsin Green Built Communities Gold Net Zero
- Passive House Institute US PHIUS Zero

### Eligible Rehabilitation Net Zero Certifications:

- Enterprise 2020 Green Communities for Moderate & Substantial Rehab Certification Plus via Criterion 5.2b
  - Wisconsin Green Built Homes Gold Net Zero
  - Passive House Institute US – PHIUS Core Zero Revive
- 

## Renewable Energy (for New Construction only)

New Construction projects pursuing **Threshold** and **Advanced** certifications can earn additional points by incorporating renewable energy. Applicants pursuing **Stretch Goal – Net Zero Certifications** are not eligible for additional renewable energy points.

### Renewable Energy Point Allocation:

- **Geothermal HVAC System** serving the entire building: **4 Points**
- **Solar\*** that offsets 20% or more of the total building's annual energy load OR solar that offsets 70%-80% of the common area annual load: **2 Points**
- **Centralized Geothermal HVAC System with Solar** that offsets at least 20% of the annual energy load: **8 Points**

*\*Community solar subscriptions is eligible for additional points for solar energy provision with documentation confirming availability of service for the entire project.*

Proof of geothermal or solar installation must be provided before **8609** issuance.

---

## Energy Design Assistance (EDA) Requirement

**All successful** Tax Credit Awardees **are required to participate in the** Focus on Energy—Energy Design Assistance (EDA) Program. An equivalent Energy Co-op program may be used for properties outside the Focus on Energy service area. It is strongly recommended that the EDA process be started **early to meet program timelines and** Housing Tax Credit deadlines.

If a project is located in an area without access to an Energy Design Assistance program, this requirement is waived without penalty. Projects must be at least 5,000 square feet and have four or more units to qualify for Focus on Energy Design Assistance. Scattered site projects will need to meet with Focus on Energy to determine eligibility. The EDA requirement is also waived without penalty if a project is not eligible for Focus on Energy or another Energy Design Assistance program.

Project teams should follow the process and requirements of their selected energy design assistance program. Projects utilizing design assistance programs outside the Focus on Energy service area may have slight timeline and documentation variations that might not align with WHEDA Tax Credit Program timelines and requirements. WHEDA encourages project teams to engage with energy efficiency programs early to ensure they meet Tax Credit Program deadlines. Please communicate any variations in documentation or deadlines to WHEDA early to determine any necessary adjustments or waivers.

## Focus on Energy – Energy Design Assistance and Timeline

**FOCUS ON ENERGY®** provides technical and financial support to design professionals, builders, developers, and owners throughout the design and construction process. The best time for WHEDA Housing Tax Credit Projects to begin the Energy Design Assistance (EDA) process is during the design development stage. Projects will submit designs for review and collaborate with the EDA team to select energy efficiency strategies and set goals. Be sure to indicate that the project is a **WHEDA Housing Tax Credit project** in your submission under the "Special Considerations and Other Comments" section.

Each project will receive a **Bundle Requirements Document (BRD)** detailing the energy efficiency plans and projected cost savings. The BRD must be included in the **2025 Application Two Submission**. **Focus on Energy** will issue a final verification report upon project completion, which must be submitted to WHEDA before the final 8609 issuance.

Applicants may choose to participate in an Energy Design Assistance program before being awarded, but it is not required and does not offer an advantage in the selection process. Projects must resubmit to Focus on Energy for an updated BRD if EDA services are used before the design development stage.

### **WHEDA Housing Tax Credit Awardees have two Energy Design Assistance programs to choose from:**

1. **Energy Design Assistance (EDA)**
2. **Express Energy Design Assistance (Express EDA)**

#### *Energy Design Assistance (EDA)*

The **EDA Program** requires an introduction meeting to review project development designs and a results meeting. Projects should allow **ten weeks** to complete the initial consultation and obtain the necessary program documentation, including the **Bundle Requirements Document (BRD)**, which must be submitted as part of the **2025 Application Two Submission**.

The EDA offering is a valuable resource for developers, particularly those new to energy efficiency, as it helps integrate energy-saving strategies early in the design process for greater impact and cost savings.

The **Express EDA Program** follows a similar process but does not require any meetings. Project teams can submit development designs through **Focus on Energy’s online platform**. Projects should plan for **four weeks** to complete the initial consultation and obtain the required documentation, including the **Bundle Requirements Document (BRD)** necessary for the **2025 Application Two Submission**.

**Express EDA** is a good option for teams with prior experience and resources in energy efficiency.

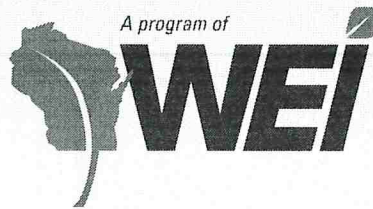
## Schedule of Required Documentation

Tax Credit Program Milestone	Due Date for 2025 Competitive Cycle	Due Date for 2025 Noncompetitive Cycle	Required Sustainability and Energy Efficiency Documentation
Project Concept Submission	December 6, 2024	N/A	N/A
Full Application Submission	March 21, 2025	Concurrent with Initial Application Submission	<ol style="list-style-type: none"> <li>1. Applicants must indicate energy efficiency and sustainability points and select their green-built certification</li> <li>2. Applicants pursuing any net zero certifications must include a narrative outlining plans to achieve the certification</li> </ol>
Deadline to Submit Plans to Focus on Energy EDA	August 1, 2025	At least 10 weeks prior to Application Two submission deadline	<p>Applicants must submit initial development designs to Focus on Energy EDA. Indicate WHEDA Housing Tax Credit Project in 'Special Considerations &amp; Comments Section'</p> <p>Applicants outside of the Focus on Energy coverage should inform WHEDA of any impacts to the EDA process</p>
Application Two Submission	November 2025	180 days after Reservation Agreement Issuance Date	<ol style="list-style-type: none"> <li>1. Applicants must submit a Focus on Energy EDA Bundle Requirement Document or another Energy Design Assistance Program Documentation equivalent</li> <li>2. Applicants pursuing any net zero certifications must update their narrative outlining plans to achieve the certification</li> <li>3. WHEDA Approval Letter of any energy efficiency and sustainability updates/changes</li> </ol>
Application Three Submission	Within 180 days of PIS date	Within 180 days of PIS date	<ol style="list-style-type: none"> <li>1. Focus on Energy EDA Final Verification Report or another Energy Design Assistance Equivalent</li> <li>2. Green Building Certification Verification Documentation</li> <li>3. Renewable Energy Installation Verification Documentation (New Construction Only)</li> <li>4. Additional Rehab Threshold Requirements (Rehab Only)</li> </ol>

# Wisconsin Green Built Home Standard Multifamily Checklist



Green Built Home™ is a national award-winning green building initiative that reviews and certifies new homes and multifamily projects that meet sustainable building and energy standards.



Green Built Home is a program of WEI and is implemented in cooperation with leading utilities and organizations that promote green building

[www.greenbulthome.org](http://www.greenbulthome.org)



## Green Built Home Registration

Owner / Developer / Builder Name: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_ Web site \_\_\_\_\_

### SUBMITTAL REQUIREMENTS PER PROJECT

Project Name \_\_\_\_\_

Site Address \_\_\_\_\_ City \_\_\_\_\_

Estimated start of construction and completion date: \_\_\_\_\_

**Number of Units:** \_\_\_\_\_

- 1\* Complete Green Built Home Checklist
- 2\* Site Plan:
- 3\* Provide erosion control methods and locations.
- 4\* Indicate the limit of site disturbance.
- 5\* Show building footprint and driveway location(s).
- 6\* Architectural Floor Plans:
- 7\* Floor plans drawn to scale and fully dimensioned.
- 8\* Provide dimensions of roof eaves and overhangs.
- 9\* Architectural Elevations:
- 10\* All elevations drawn to scale.
- 11\* Elevations shall show proposed finished elevation of floor and roofs on all levels.
- 12\* Architectural Cross Sections:
- 13\* Show cross section to provide internal detail to evaluate construction technique and materials used.
- 14\* Product/Materials Information:
- 15\* Provide a list of materials used for this project or a copy of the project specifications.
- 16\* List of Unit Addresses:
- 17\* Building Envelope Energy Efficiency:
- 18\* Provide a letter, signed by the mechanical engineer or responsible party, declaring that the project is fully compliant with ASHRAE 62.1-2010 (high rise projects 4 stories or greater) or ASHRAE 62.1-2010 or ENERGY STAR New Homes standard (low rise projects 3 stories or less).

**\* Payment Information: All Wisconsin Green Built Multi-family projects are subject to a Project Registration and Certification Fee. See below:**

### FEE SCHEDULE

Please check one:

WHEDA LIHTC Project       Non-LIHTC Project

\*Project Registration/Certification:

\$75 per unit       \$100 per unit

**TOTAL FEE:**

\$ \_\_\_\_\_ \$ \_\_\_\_\_

\*\*\*Please note: The cost of project verification is separate from the certification fee and is negotiated with each verifier.

**Please send Checklist, submittals, and payment to:**

WEI — Green Built Home  
821 E. Washington, Suite 200  
Madison, WI 53703  
www.weigogreener.org  
jimesother@gmail.com

### Verification and Certification:

Green Built Home and its verifier partners will review completed Checklists, plans, and specifications, conduct site visits and complete verification documentation to determine the Wisconsin Green Built Home Checklist point total and WEI will issue the Certification with the final Checklist point total to the builder/ developer.

Verification may include testing and may also require that the builder provide information such as: rating certificates, spec sheets, invoices, labels, product literature, and material safety data sheets (MSDS) as documentation.



## QUALIFICATIONS

To qualify for Wisconsin Green Built Certification, each multifamily project must earn a minimum of 200 points (\*240 points or more to earn WHEDA / LIHTC scoring credit) by meeting the specified criteria. \*See Green Built Gold certification criteria.

All projects must fulfill the Basic Requirements (no point credit) listed below and must meet the minimum point requirements in Sections B, C, D, E and G of the Green Built Checklist Spreadsheet Report.

Please enter the point total for each criterion selected on the line provided and enter the subtotals as directed.

## BASIC REQUIREMENTS

**1. BUILDING ENVELOPE:** Must be at least \*3 percent more efficient than required by Wisconsin State Building Code and demonstrate compliance using the COMCheck software, computer modeling or another approved method. COMCheck is available on the web at [www.energycodes.gov](http://www.energycodes.gov)

\*If 3% cannot be achieved, applicant will provide a letter that describes best efforts AND describes greater than normal efficiency of ancillary items such as: window replacement "U" value, insulation "R" value, heating systems and lighting systems used in the development and must use building renovation components which meet the ENERGY STAR™ or equivalent building standards.

**2. VENTILATION:** Building ventilation system must be designed to 62.2.2-2010 or later (High rise projects 4 stories or greater) or 62.2.2-2010 or later or ENERGY STAR New Homes standard (low rise projects 3 stories or less). A letter, signed by the mechanical engineer or responsible party, declaring that the project is fully compliant must be submitted. \*Alternative Option: All bathrooms have an installed Energy Star bath fan airflow >50 cfm and/or fan sized to ASHRAE 62.2. Stack ventilation units with multiple pick-ups should have >20 cfm continuous flow.

**3. ENERGY STAR QUALIFIED APPLIANCES:** All appliances (clothes washer, dishwasher, and refrigerator) provided must be ENERGY STAR qualified or each appliance performs in the top 50% of its Energy Guide rating. If appliances are not included, require ENERGY STAR appliances at the time of replacement. For lists of Energy Star rated appliances see [www.energystar.gov](http://www.energystar.gov).

**4. EROSION CONTROL:** \*Builder must complete and submit the erosion control plan checklist and comply with the erosion control plan required for building permits by the local municipality.

\*Note: to 10 additional points for projects that earn Clean Clear Waters Checklist Certification. – [www.cleanclearwaters.org](http://www.cleanclearwaters.org)

**5. RECYCLING:** Builder must recycle cardboard as required by state law and use at least one post-consumer recycled content material (minimum 25% recycled content) or minimum 50% pre-consumer recycled content.

**6. TROPICAL HARDWOODS:** No Luan or other tropical hardwoods (plywood, doors, flooring, etc.) are allowed unless certified by Forest Stewardship Council, Smart Wood or approved "third party" organization.

**7. FIREPLACE SAFETY:** Gas fireplaces must be direct vent only with outside combustion air, wood fireplaces must have sealable, gasket doors and be fitted with outdoor combustion air, or no fireplaces provided.

**8. GREEN BUILT HOME INFORMATION AND PROJECT GUIDES:** WEI provides up-to-date information so homeowners can make the most informed decisions: Visit [www.greenbulthome.org](http://www.greenbulthome.org)

**9. GREEN BUILT CERTIFICATE AND/OR GREEN BUILT LOGO DISPLAYED ON THE PROPERTY OR WEBSITE:** The Green Built Certificate will be prepared by the GBH program and provided to the owner/developer/builder as part of the certification process.

**10. PROGRAMMABLE THERMOSTATS:** No permanently installed mercury thermostats are allowed. (Includes Rehab and Remodeling projects) All thermostats must be programmable setback models with an "on" switch for furnace fan to circulate air (except hydronic in-floor systems) or Smart Thermostats.

Each registered project MUST meet all the Basic Requirements and accumulate a minimum total of 200 points (240 points or more to earn WHEDA / LIHTC scoring credit)

Each item is valued at (1-5) points or at the amount indicated. Please check all that apply and note the point totals on the line provided.

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# GBH Multi-family Checklist Report

## SIGNATURE PAGE

Owner/Developer/Builder Name & Address: \_\_\_\_\_

Address with Zip Code of Project being built: \_\_\_\_\_

City/State/County/Lot#: \_\_\_\_\_

Verifier Name & Address: \_\_\_\_\_

Rough (R) Inspection      Completion Date \_\_\_\_\_      Check Photo Taken

Verifier Signature \_\_\_\_\_

Builder Signature\* \_\_\_\_\_

Final (F) Inspection      Completion Date \_\_\_\_\_      Check Photo Taken

Verifier Signature \_\_\_\_\_

Builder Signature\* \_\_\_\_\_

\* My signature authorizes the Verifier to submit for certification in the GBH's Program, the "Green Built Home Verifiers Report" (for the address provided above) and acknowledges acceptance of the points awarded by the Verifier as shown below.

Email Certificate to: \_\_\_\_\_

### TOTALS BY SECTION — AWARDED BY VERIFIER

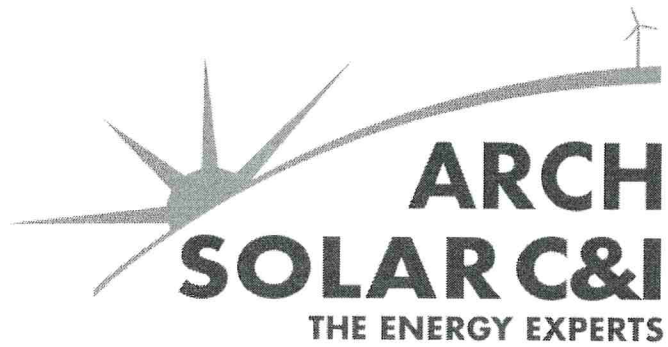
SECTION DESCRIPTION	Awarded	STILL NEEDED	(MINIMUM REQ)
BR *BASIC REQUIREMENTS (*no points awarded)	# _____	# _____	0
A SITING & LAND USE	# _____	# _____	0
B LANDSCAPE CONSERVATION & STORM WATER MANAGEMENT	# _____	# _____	5
C ENERGY EFFICIENCY	# _____	# _____	20
D MATERIALS SELECTION	# _____	# _____	8
E INDOOR AIR QUALITY	# _____	# _____	5
F PLUMBING & WATER CONSERVATION	# _____	# _____	0
G WASTE REDUCTION, RECYCLING & DISPOSAL	# _____	# _____	3
H BUILDER OPERATIONS	# _____	# _____	0
I EFFICIENT USE OF SPACE	# _____	# _____	0
<b>TOTALS</b>	# _____	# _____	<b>200</b>

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## **Shorewood Solar 2028**

Spoerl Commercial -  
Shorewood

4448 N Oakland Ave -  
Shorewood WI 53211

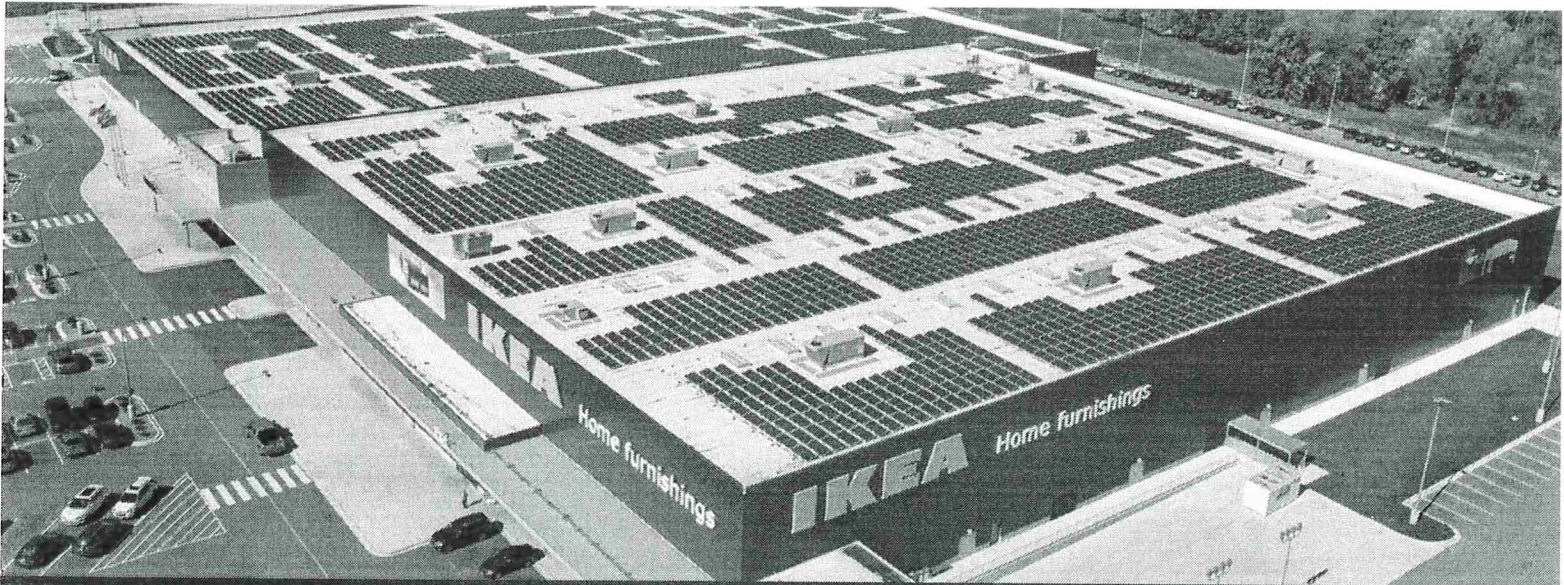
414 870 4700  
[bspoerl@spoerlcom.com](mailto:bspoerl@spoerlcom.com)

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# 1 ABOUT ARCH



**Andrew Holmstrom**

Head of Project Development



**Jillian Rooker**

Head of Business Operations



**Ryan Hakala**

Head of Technical Operations

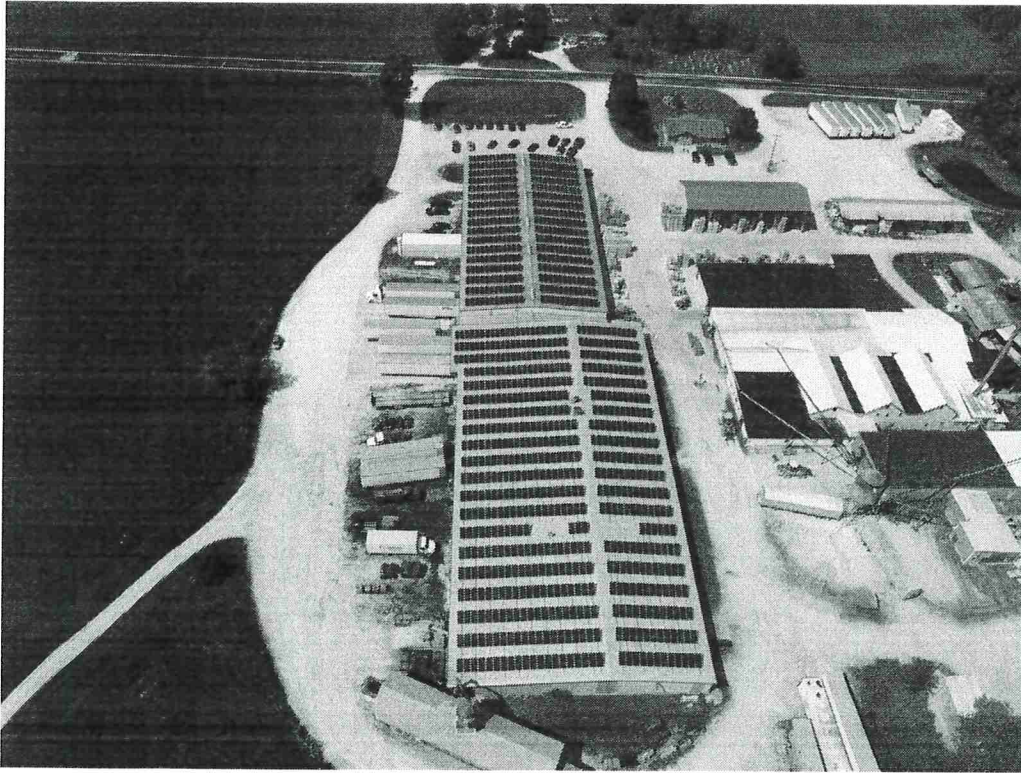
## ARCH'S HISTORY

Founded in 2003, Arch has become an undisputed leader in Wisconsin Solar. We strive to educate and empower everyone interested in solar to achieve their renewable energy goals. When you work with Arch you get:

- **Local Employees** (We only service Wisconsin!)
- **Vertical Integration** (Everything is done in-house; everyone you speak to is employed by Arch)
- **A Certified Women's Business Enterprise**, fostering the growth of a diverse solar workforce in Wisconsin
- **20+ Years of Solar Expertise!**

*Our mission is to educate,  
inspire, and empower  
current and future  
generations to choose a  
clean sustainable form of  
energy.*

## 2 PROJECT PORTFOLIO



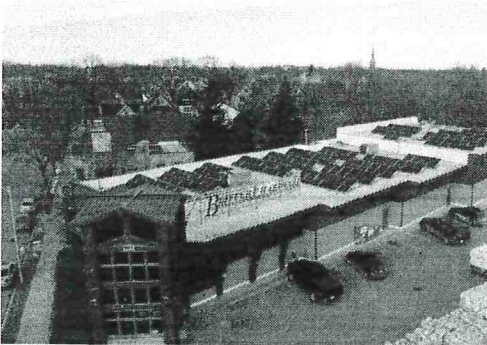
### ONGNA WOOD PRODUCTS INC.

System Size: 378kW DC

Location: Oostburg, WI

This unique project maximizes the entire roof space to supply over 80% of the facility's energy mix.

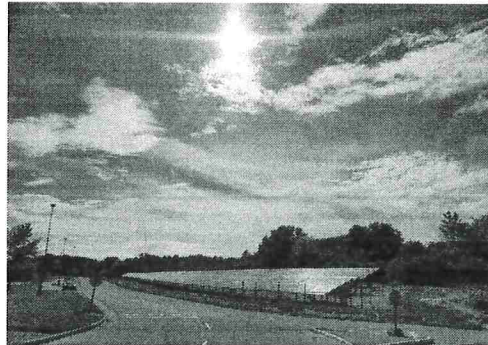
## PROVEN TRACK RECORD & VALUED PARTNERS



### BLIFFERT LUMBER

System Size: 50.7 kW DC

Location: Milwaukee, WI



### MATC OAK CREEK

System Size: 388.5 kW DC

Location: Oak Creek, WI



### CH COAKLEY

System Size: 388.9 kW DC

Location: Menomonee Falls, WI

# 3 PROJECT SUMMARY

Payment Options	Cash Purchase
IRR - Term	6.4%
LCOE PV Generation	\$0.053 /kWh
Net Present Value	\$8,468
Payback Period	14.3 Years
Total Payments	\$56,375
Total Incentives	\$15,071
Net Payments	\$41,304
Electric Bill Savings - Term	\$107,844
Upfront Payment	\$56,375

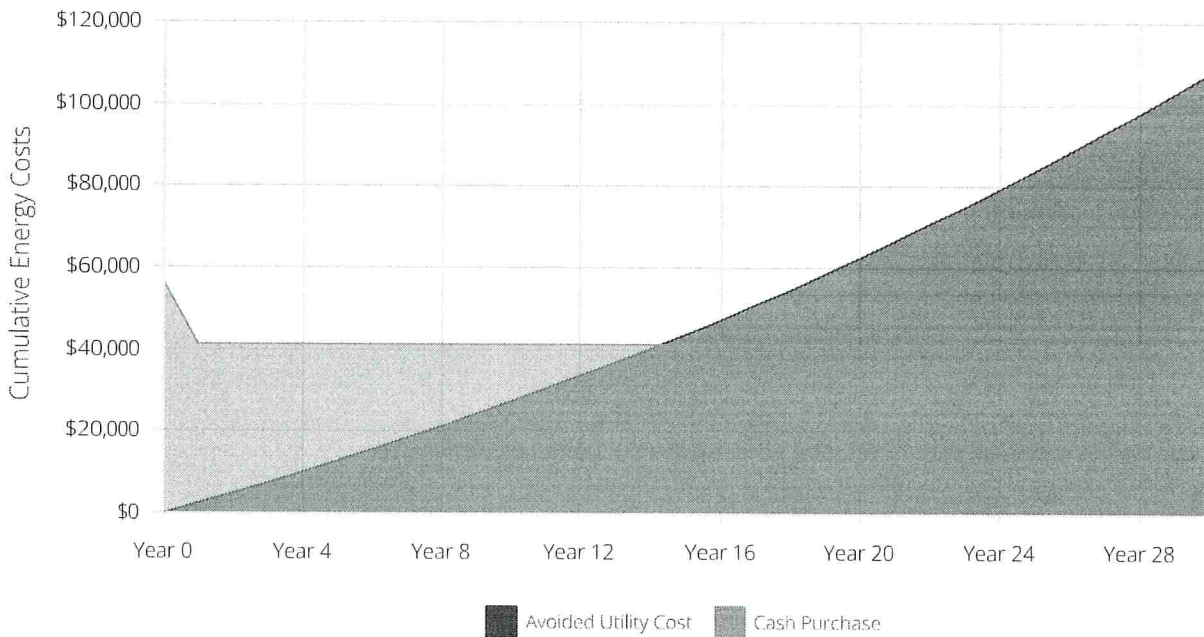
## COMBINED SOLAR PV RATING

Power Rating: 20,650 W-DC  
 Power Rating: 17,300.0 W-AC

## COMBINED ESS RATINGS

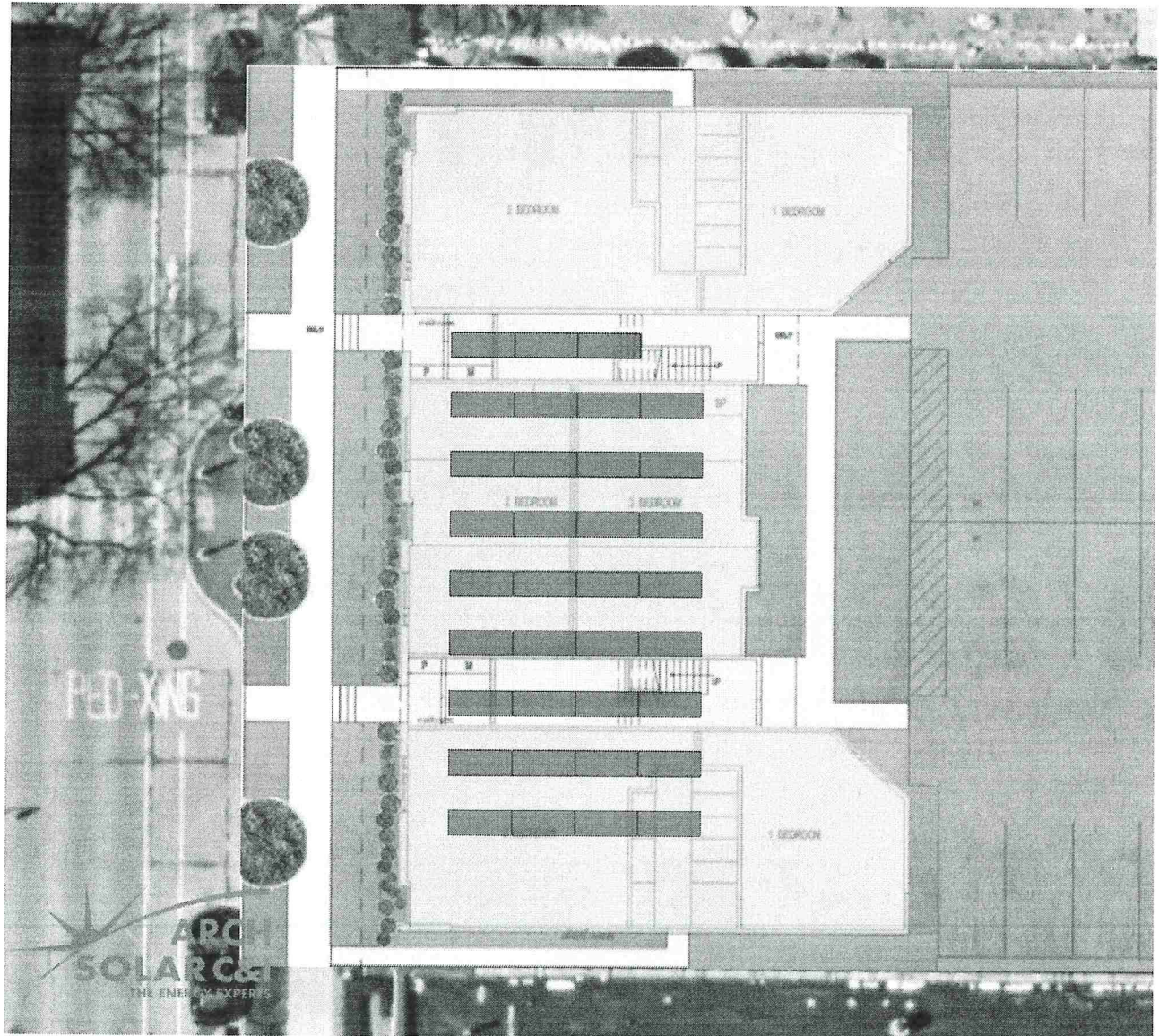
Energy Capacity: 0.0 kWh  
 Power Rating: 0.0 kW

CUMULATIVE ENERGY COSTS BY PAYMENT OPTION



# 4 SYSTEM SPECS

## 4.1 PV System Design



# 4.2.1 PV SYSTEM DETAILS

## GENERAL INFORMATION

Facility: Shorewood Model  
 Address: 4448 N Oakland Ave Shorewood WI 53211

## SOLAR PV SYSTEM RATING

Power Rating: 20,650 W-DC  
 Power Rating: 17,300.0 W-AC

## SOLAR PV EQUIPMENT DESCRIPTION

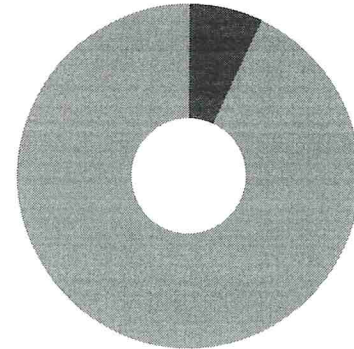
Solar Panels: (35) Q Cells Q.PEAK DUO XL-G11S.3/BFG 590  
 Inverters: (1) SolarEdge SE17.3KUS (USE-SIN-USR0IBNS6) - Domestic Content

## ENERGY CONSUMPTION MIX

Annual Energy Use: 30,151 kWh

## SOLAR PV EQUIPMENT TYPICAL LIFESPAN

Solar Panels: Greater than 30 Years  
 Inverters: 15 Years



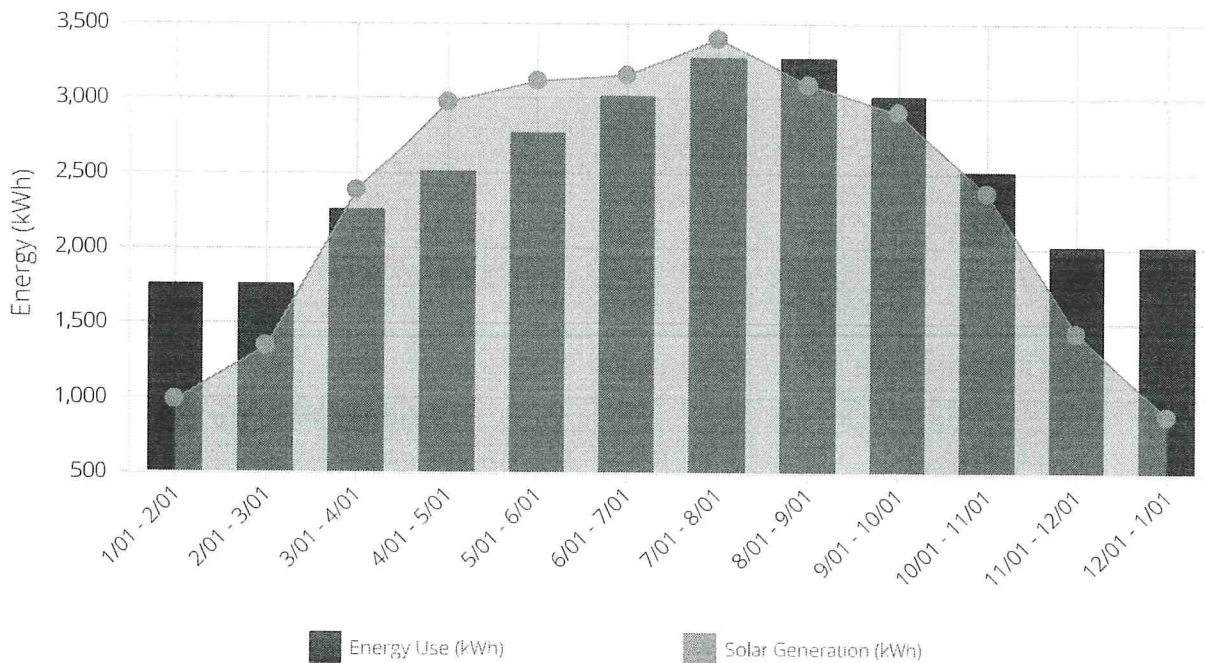
### Solar PV System Cost and Incentives

Solar PV System Cost	\$56,375
Focus on Energy	-\$3,233
Federal - 100% Bonus Depreciation	-\$11,839

**Net Solar PV System Cost \$41,304**

Utility	2,092 kWh (6.94%)
Solar PV	28,059 kWh (93.06%)

## MONTHLY ENERGY USE VS SOLAR GENERATION



## 4.2.2 REBATES & INCENTIVES

This section summarizes all incentives available for this project. The actual rebate and incentive amounts for this project are shown in each example.

### Federal - 100% bonus depreciation (Tax Reform Bill)

The Tax Reform Bill modifies bonus depreciation under Code Section 168(k) to allow 100% expensing for property placed in service. By increasing bonus depreciation to 100 percent, the new tax bill essentially allows eligible entities to deduct the entire allowable tax basis of the system in the first year of operation.

Under the federal Modified Cost Recovery System (MACRS), businesses may recover investments in certain property through depreciation deductions. MACRS establishes a lifespan for various types of property over which the property may be depreciated. For PV systems, the taxable basis of the equipment must be reduced by 50% of any federal tax credits associated with the system.

Total Incentive Value: \$11,839

### Focus on Energy 2026 (Non-Residential)

**Non-residential:** \$600 per kW, up to \$2,400, then \$50 per kW thereafter, up to a maximum of \$25,000

Total Incentive Value: \$3,233

## 4.2.3 UTILITY RATES

The table below shows the rates associated with your current utility rate schedule (CG-1). Your estimated electric bills after solar are shown on the following page.

Customer Charges				Energy Charges			
Season	Charge Type	Rate Type	CG-1	Season	Charge Type	Rate Type	CG-1
S1	Flat Rate	per day	\$0.49	S1	Flat Rate	Import	\$0.16709

## 4.2.4 CURRENT ELECTRIC BILL

The table below shows your annual electricity costs based on the most current utility rates and your previous 12 months of electrical usage.

RATE SCHEDULE: WE - CG-1

Time Periods	Energy Use (kWh)	Charges			
		Other	NBC	Energy	Total
Bill Ranges & Seasons	Total				
1/1/2025 - 2/1/2025 S1	1,759	\$15	\$0	\$294	\$309
2/1/2025 - 3/1/2025 S1	1,759	\$14	\$0	\$294	\$308
3/1/2025 - 4/1/2025 S1	2,261	\$15	\$0	\$378	\$393
4/1/2025 - 5/1/2025 S1	2,513	\$15	\$0	\$420	\$435
5/1/2025 - 6/1/2025 S1	2,764	\$15	\$0	\$462	\$477
6/1/2025 - 7/1/2025 S1	3,015	\$15	\$0	\$504	\$519
7/1/2025 - 8/1/2025 S1	3,266	\$15	\$0	\$546	\$561
8/1/2025 - 9/1/2025 S1	3,266	\$15	\$0	\$546	\$561
9/1/2025 - 10/1/2025 S1	3,015	\$15	\$0	\$504	\$519
10/1/2025 - 11/1/2025 S1	2,513	\$15	\$0	\$420	\$435
11/1/2025 - 12/1/2025 S1	2,010	\$15	\$0	\$336	\$351
12/1/2025 - 1/1/2026 S1	2,010	\$15	\$0	\$336	\$351
Total	30,151	\$180	-	\$5,038	\$5,218

# 4.2.5 NEW ELECTRIC BILL

RATE SCHEDULE: WE - CG-1

Time Periods Bill Ranges & Seasons	Energy Use (kWh)	Charges			
	Total	Other	NBC	Energy	Total
1/1/2025 - 2/1/2025 S1	774	\$20	\$0	\$204	\$224
2/1/2025 - 3/1/2025 S1	417	\$18	\$0	\$180	\$199
3/1/2025 - 4/1/2025 S1	-125	\$20	\$0	\$198	\$218
4/1/2025 - 5/1/2025 S1	-461	\$19	\$0	\$186	\$206
5/1/2025 - 6/1/2025 S1	-353	\$20	\$0	\$201	\$221
6/1/2025 - 7/1/2025 S1	-142	\$19	\$0	\$195	\$214
7/1/2025 - 8/1/2025 S1	-132	\$20	\$0	\$208	\$228
8/1/2025 - 9/1/2025 S1	170	\$20	\$0	\$242	\$262
9/1/2025 - 10/1/2025 S1	110	\$19	\$0	\$232	\$252
10/1/2025 - 11/1/2025 S1	145	\$20	\$0	\$235	\$255
11/1/2025 - 12/1/2025 S1	570	\$19	\$0	\$218	\$238
12/1/2025 - 1/1/2026 S1	1,119	\$20	\$0	\$248	\$268
<b>Total</b>	<b>2,092</b>	<b>\$236</b>	<b>-</b>	<b>\$2,548</b>	<b>\$2,784</b>

ANNUAL ELECTRICITY SAVINGS: \$2,434



# 5.1 Cash Purchase

## Assumptions and Key Financial Metrics

IRR - Term	6.4%	Net Present Value	\$8,468	Payback Period	14.3 Years
ROI	118.0%	PV Degradation Rate	0.50%	Discount Rate	5.0%
Energy Cost Escalation Rate	3.1%	Federal Income Tax Rate	21.0%	State Income Tax Rate	7.9%
Total Project Costs	\$56,375				

Years	Project Costs	Electric Bill Savings	Focus on Energy	Federal Tax Effect	Total Cash Flow	Cumulative Cash Flow
Upfront	-\$56,375	-	-	-	-\$56,375	-\$56,375
1	-	\$2,434	\$3,233	\$11,839	\$17,506	-\$38,870
2	-	\$2,497	-	-	\$2,497	-\$36,372
3	-	\$2,562	-	-	\$2,562	-\$33,811
4	-	\$2,628	-	-	\$2,628	-\$31,183
5	-	\$2,695	-	-	\$2,695	-\$28,488
6	-	\$2,765	-	-	\$2,765	-\$25,723
7	-	\$2,836	-	-	\$2,836	-\$22,887
8	-	\$2,909	-	-	\$2,909	-\$19,978
9	-	\$2,983	-	-	\$2,983	-\$16,995
10	-	\$3,060	-	-	\$3,060	-\$13,935
11	-	\$3,138	-	-	\$3,138	-\$10,797
12	-	\$3,218	-	-	\$3,218	-\$7,578
13	-	\$3,301	-	-	\$3,301	-\$4,278
14	-	\$3,385	-	-	\$3,385	-\$893
15	-	\$3,471	-	-	\$3,471	\$2,578
16	-	\$3,559	-	-	\$3,559	\$6,138
17	-	\$3,650	-	-	\$3,650	\$9,788
18	-	\$3,743	-	-	\$3,743	\$13,530
19	-	\$3,838	-	-	\$3,838	\$17,368
20	-	\$3,935	-	-	\$3,935	\$21,303
21	-	\$4,034	-	-	\$4,034	\$25,337
22	-	\$4,136	-	-	\$4,136	\$29,474
23	-	\$4,241	-	-	\$4,241	\$33,714
24	-	\$4,348	-	-	\$4,348	\$38,062
25	-	\$4,457	-	-	\$4,457	\$42,519
26	-	\$4,569	-	-	\$4,569	\$47,088
27	-	\$4,684	-	-	\$4,684	\$51,772
28	-	\$4,801	-	-	\$4,801	\$56,574
29	-	\$4,922	-	-	\$4,922	\$61,495
30	-	\$5,045	-	-	\$5,045	\$66,540
Totals:	-\$56,375	\$107,844	\$3,233	\$11,839	\$66,540	-



# 6.1 Cash Purchase

## Assumptions and Key Financial Metrics

IRR - Term	6.4%	Net Present Value	\$8,468	Payback Period	14.3 Years
ROI	118.0%	PV Degradation Rate	0.50%	Discount Rate	5.0%
Energy Cost Escalation Rate	3.1%	Federal Income Tax Rate	21.0%	State Income Tax Rate	7.9%
Total Project Costs	\$56,375				

Years	Upfront	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
<b>Cash</b>																	
Project Costs	-\$56,375	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Electric Bill Savings	-	\$2,434	\$2,497	\$2,562	\$2,628	\$2,695	\$2,765	\$2,836	\$2,909	\$2,983	\$3,060	\$3,138	\$3,218	\$3,301	\$3,385	\$3,471	\$3,559
Focus on Energy	-	\$3,233	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Cash Total</b>	-\$56,375	\$5,667	\$2,497	\$2,562	\$2,628	\$2,695	\$2,765	\$2,836	\$2,909	\$2,983	\$3,060	\$3,138	\$3,218	\$3,301	\$3,385	\$3,471	\$3,559
<b>Federal Taxes</b>																	
Federal - 100% Bonus Depreciation	-	\$56,375	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Change in Taxable Income</b>	-	\$56,375	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Change in Federal Tax Liability</b>	-	\$11,839	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Cash Flow</b>	-\$56,375	\$17,506	\$2,497	\$2,562	\$2,628	\$2,695	\$2,765	\$2,836	\$2,909	\$2,983	\$3,060	\$3,138	\$3,218	\$3,301	\$3,385	\$3,471	\$3,559
<b>Cumulative Cash Flow</b>	-\$56,375	-\$38,870	-\$36,372	-\$33,811	-\$31,183	-\$28,488	-\$25,723	-\$22,887	-\$19,978	-\$16,995	-\$13,935	-\$10,797	-\$7,578	-\$4,278	-\$893	\$2,578	\$6,138

# 6.1 Cash Purchase

## Assumptions and Key Financial Metrics

IRR - Term	6.4%	Net Present Value	\$8,468	Payback Period	14.3 Years
ROI	118.0%	PV Degradation Rate	0.50%	Discount Rate	5.0%
Energy Cost Escalation Rate	3.1%	Federal Income Tax Rate	21.0%	State Income Tax Rate	7.9%
Total Project Costs	\$56,375				

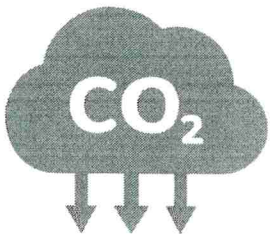
Years	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Totals
<b>Cash</b>															
Project Costs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-\$56,375
Electric Bill Savings	\$3,650	\$3,743	\$3,838	\$3,935	\$4,034	\$4,136	\$4,241	\$4,348	\$4,457	\$4,569	\$4,684	\$4,801	\$4,922	\$5,045	\$107,844
Focus on Energy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$3,233
<b>Cash Total</b>	\$3,650	\$3,743	\$3,838	\$3,935	\$4,034	\$4,136	\$4,241	\$4,348	\$4,457	\$4,569	\$4,684	\$4,801	\$4,922	\$5,045	\$54,701
<b>Federal Taxes</b>															
Federal - 100% Bonus Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$56,375
<b>Change in Taxable Income</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$56,375
<b>Change in Federal Tax Liability</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$11,839
<b>Total Cash Flow</b>	\$3,650	\$3,743	\$3,838	\$3,935	\$4,034	\$4,136	\$4,241	\$4,348	\$4,457	\$4,569	\$4,684	\$4,801	\$4,922	\$5,045	\$66,540
<b>Cumulative Cash Flow</b>	\$9,788	\$13,530	\$17,368	\$21,303	\$25,337	\$29,474	\$33,714	\$38,062	\$42,519	\$47,088	\$51,772	\$56,574	\$61,495	\$66,540	-

# 7 ENVIRONMENTAL BENEFITS



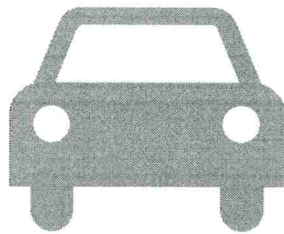
OVER THE NEXT 20 YEARS, YOUR SYSTEM WILL DO MORE THAN JUST SAVE YOU MONEY.

ACCORDING TO THE EPA'S GREENHOUSE GAS EQUIVALENCIES CALCULATOR (SOURCE), YOUR SOLAR PV SYSTEM WILL HAVE THE IMPACT OF REDUCING:



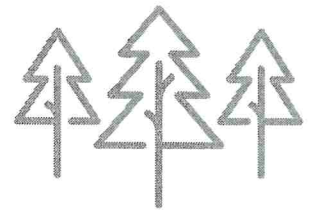
440

Tons of CO2 Offset



999,508

Miles Driven By Cars



6,594

Trees Planted



## **ATTACHMENT 14 – TBE COMPLIANCE PLAN**

### Village of Shorewood – Policy 40 Public Assistance Program

Spoerl Design Build will partner with Selzer-Ornst Construction Company to serve as the General Contractor (“GC”) for Spoerl Commercial, LLC (the Developer).

#### **1. Introduction & Compliance Commitment**

Pursuant to Section 5 of the Village of Shorewood Public Assistance Policy 40, GC will administer the Targeted Business Enterprise (“TBE”) participation plan for the proposed affordable multifamily development in the Village of Shorewood (the “Project”). The Project is anticipated to receive over \$1 million in TIF assistance and is therefore subject to the following Policy 40 participation goals: 25% TBE participation for construction contracts; and 17% TBE participation for professional services. GC is committed to meeting or exceeding these goals for the Project.

#### **2. Eligible TBE Certification Categories**

Consistent with Policy 40, the following certifications will be recognized for TBE participation: DBE – Disadvantaged Business Enterprise (Wisconsin Unified Certification Program); MBE – Minority Business Enterprise (Wisconsin DOA); WBE – Women Business Enterprise (Wisconsin DOA); SBE – Small Business Enterprise (Milwaukee County); SBA-Sized SBE – certified small businesses listed in SAM.gov. Out-of-state firms must obtain Wisconsin certification prior to contract award.

#### **3. Professional Services Participation Strategy (17% Goal)**

GC anticipates meeting the 17% professional services participation target primarily through engagement of certified TBE firms in Civil Engineering and MEPFP Design/Build (Mechanical, Electrical, Plumbing & Fire Protection). Use of a Design/Build delivery model for MEPFP allows certified firms to contribute participation toward both professional and construction categories as permitted under Policy 40. Additional eligible professional services may include surveying, environmental testing, geotechnical services, special inspections, commissioning, and owner representation.

#### **4. Construction Participation Strategy (25% Goal)**

GC anticipates achieving the 25% construction participation target through scopes with established TBE capacity in the southeastern Wisconsin market, including Earthwork; Site Utilities; Roofing; Exterior Siding & Cladding; Drywall & Framing; Thermal Insulation; Mechanical; Electrical; Plumbing; Fire Protection. Additional participation may be achieved through certified material suppliers, trucking, equipment vendors, and low-voltage systems.

#### **5. Outreach, Solicitation & Bidding Methods**

The GC employs a multi-channel solicitation approach to maximize TBE participation and competitive bidding. For this Project, GC has: (1) Downloaded Certified Vendor Lists from Wisconsin Supplier Diversity Program (MBE/WBE); Wisconsin DOT Unified Certification Program (DBE); Milwaukee County (DBE/SBE); City of Milwaukee (SBE); SAM.gov (SBA-Sized SBE). (2) Uploaded



Certified Firms into Procore. These firms have been incorporated into GC's Procore construction and bid management platform and are actively used for invitations to bid. We also plan to: (3) Implement Direct Phone Outreach. GC will contact certified TBE firms with relevant scopes to confirm receipt, answer questions, and encourage participation. (4) Publish Bid Opportunities via the Daily Reporter to broaden participation beyond direct vendor lists. (5) Structure Scope Packaging to enable participation by unbundling larger scopes, allowing second-tier subcontracting, and recognizing certified suppliers where compliant.

#### **6. Certification Verification**

Certification status will be verified through issuing authorities prior to subcontract award and maintained through construction closeout.

#### **7. Reporting & Documentation**

GC will provide participation reporting as required by the Development Agreement. Reporting will include: Certified firm name; Certification type (DBE/MBE/WBE/SBE); Certification authority; Contract value; Participation percentage; Professional vs. construction allocation; Change order adjustments; Final participation value at closeout. GC will maintain documentation of solicitations, phone outreach, bid invitations, advertisements, certification validation, and payment verification as evidence of performance.

#### **8. Relevant Experience & Capability**

Over the past four years, Selzer-Ornst has completed over \$100 million in work that carried 25% or higher TBE participation goals, including projects for Milwaukee County, the City of Milwaukee, and Milwaukee Public Schools. These projects required structured compliance reporting through platforms including: B2GNow; LCR (Labor Compliance Reporting) formerly LCPTracker; and CCSR (Contract Compliance Reporting System). These platforms require monthly participation tracking, subcontractor payment verification, and certification validation. Selzer-Ornst has consistently met or exceeded participation goals on these projects. This experience demonstrates Selzer-Ornst's readiness to execute Policy 40 participation requirements for the Project.

#### **9. Good Faith Efforts & Variance Procedure**

If compliance becomes infeasible due to certified firm availability for specific scopes, GC will document good faith efforts, including solicitations and bid responses, for review by the Village in advance of Development Agreement execution.

#### **10. Conclusion**

Spoerl Design Build and Selzer-Ornst affirms its commitment to meet or exceed the Village of Shorewood's TBE participation goals for both professional services and construction and has already initiated TBE sourcing and bid preparation activities.

#### **11. Signature**

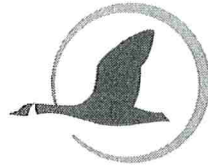
Spoerl Design Build, LLC

Brian Spoerl  
Founder and Managing Member

Selzer-Ornst Construction Company

Thor S. Misko  
Vice President of Partnerships & Project  
Development

January 13, 2026



**HORICON BANK**

The Natural Choice<sup>®</sup>

Attn: Rebecca Ewald  
Village Manager  
Village of Shorewood  
3930 N Murray Ave  
Shorewood, WI 53211

Re: Financial Capacity & Creditworthiness Confirmation – Spoerl Commercial, LLC

Proposed Project: The Oakleaf Apartments

Dear Rebecca,

Horicon Bank maintains an established banking relationship with Spoerl Commercial, LLC (“Client”). At the Client’s request, we are providing this letter in support of the Village of Shorewood’s review of the Client’s qualifications as a prospective real estate developer for the above-referenced project.

Based on our ongoing relationship and the Bank’s customary credit review and monitoring practices, it is our professional opinion that the Client demonstrates strong creditworthiness and the financial capacity consistent with sponsoring and executing a 19-unit affordable housing development in Shorewood on north Oakland Avenue. Development of this type and scope. In our judgment, the Client’s overall financial profile meets the financial capacity expectations that are typically required for projects of this nature.

The Client has requested that sensitive personal financial information (including personal financial statements and earnings documentation) not be distributed broadly. We understand and respect the Village’s need for appropriate diligence; however, the Client prefers to avoid circulating confidential information to multiple reviewers who may not be directly involved in underwriting or who do not require access to detailed personal financial records. This project will be seeking Low Income Housing tax credits from WHEDA which credits will be sold to a tax credit investor. The equity investors require the owner and sponsor to be financially capable of project construction delivery and long-term operations.

By way of additional context, the Affordable Housing Investors Council (AHIC), a national organization representing equity investors in the Low-Income Housing Tax Credit (LIHTC) market—has published widely used underwriting best practices and guidelines for tax credit investors. These best practices emphasize that professional underwriting includes a thorough review of the development team’s experience and capacity, including evaluation of the financial strength and expertise of the general partner/developer and any guarantors, as part of a structured, disciplined diligence process.

This reflects an industry-standard approach in which sensitive financial information is reviewed by qualified underwriting parties, while still preserving appropriate confidentiality.


Accordingly, this letter is intended to provide the Village with assurance—based on the Bank's knowledge of the Client and our credit review practices—that the Client is financially capable and creditworthy, in lieu of broad distribution of the Client's personal financial statements.

This letter is provided for informational purposes only and is not a commitment to lend, a guarantee of performance, or a representation that the Bank will provide financing for the referenced project. Any future credit decisions would remain subject to the Bank's standard underwriting, documentation, and approval processes.

If it would be helpful, I am available to discuss this confirmation directly with you or appropriate Village staff.

Thank you for your time and consideration.

Sincerely,



John D. Zanghi  
Senior Vice President / Business Banker  
Horicon Bank  
414-808-0346

## REAL ESTATE PURCHASE AGREEMENT

**THIS REAL ESTATE PURCHASE AGREEMENT** ("Agreement") is made and entered into by and among Spoerl Commercial, LLC, a Wisconsin limited liability company ("Purchaser"), and the Village of Shorewood ("Seller"), effective as of September 22, 2025 ("Effective Date").

### RECITALS

**WHEREAS**, Seller owns the Property described in Section 1 below; and

**WHEREAS**, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Property described below, following which Purchaser shall be obligated to develop the Property to create affordable housing, all upon the terms and conditions set forth herein.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Property to be Sold and Purchased. Upon and subject to the terms, covenants and conditions hereinafter set forth, Seller shall sell and convey to Purchaser and Purchaser shall purchase and acquire from Seller, on the Date of Closing (as hereinafter defined) all right, title and interest of Seller in and to the following described property (collectively referred to as the "Property"):

1.1 Land. The real property commonly known as 4448-4450 N. Oakland Avenue, Shorewood, Wisconsin 53211 (Parcel ID Nos. 2370224000 and 2370225000) (both as further depicted on the attached **Exhibit A**) together with all right, title and interest of Seller in and to all easements, rights of way, privileges and appurtenances belonging or appertaining to such real property (hereinafter collectively referred to as the "Land").

1.2 Improvements. All buildings, permanent fixtures and improvements of every kind and nature and description and presently situated on, in or under, or hereinafter erected on the Land (hereinafter, the foregoing are collectively referred to as the "Improvements"). (The Land and Improvements are hereinafter collectively referred to as the "Real Property.")

1.3 Reserved.

1.4 Reserved.

1.5 Warranties. All unexpired warranties, guaranties and bonds, including without limitation, contractors' and manufacturers' warranties or guaranties relating to the Real Property to the extent assignable (the "Warranties").

1.6 Plans. All records, files, site plans, surveys, soil and substance studies, architectural drawings, plans and specifications, engineering, electrical and mechanical plans and studies, floor plans, landscape plans, environmental assessment reports, engineering, structural or physical inspection reports, appraisals and other plans and studies of any kind, in Seller's possession or control, relating to the Real Property (the "Plans").

1.7 Permits. All permits, variances, and government approvals affecting the Real Property (the "Permits").

Purchaser and Seller agree that all personal property, equipment, and machinery located on the Property ("Excluded Assets") are excluded from purchase and sale under this Agreement, and Seller shall ensure that all Excluded Assets are removed from the Property prior to Closing.

2. Purchase Price and Deposit. The purchase price ("Purchase Price") for the Property shall be the amount of Three Hundred Thirty-Three Thousand Seven Hundred Thirty-One and No/100 Dollars (\$333,731.00), provided the Land is suitable for the Purchaser's intended development. The Purchase Price shall be payable to Seller, as follows:

2.1 Deposit. Within five (5) business days after the Effective Date, Purchaser shall deposit in escrow with Title Insurance Company, Knight Barry Title Company (the "Title Company") an earnest money deposit of One Hundred and No/100 Dollars (\$100.00) to be held in an interest-bearing account. The earnest money deposit and all interest earned thereon are collectively referred to herein as the "Deposit." If this transaction closes, unless otherwise set forth herein, the Deposit shall be credited against the Purchase Price at Closing (as hereinafter defined). In the event the transaction does not close, the Deposit shall be disbursed as provided herein. The Title Company shall serve as the escrow agent and the parties shall execute an escrow agreement acceptable to the parties and Title Company in accordance with the terms of this Section 2.1.

2.2 Balance of Purchase Price. The balance of the Purchase Price after application of the Deposit, all credits, and all adjustments and prorations, shall be payable to Seller by Purchaser with immediately available funds on the Date of Closing.

3. Seller's Information Deliveries. Seller shall deliver to Purchaser within five (5) days of the Effective Date true and correct copies of the documents listed on the attached **Exhibit B**, to the extent such documents are in the possession or control of Seller.

4. Title Insurance.

4.1 Title Deliveries. Seller shall provide Purchaser, at Seller's expense, not more than fifteen (15) days after the Effective Date, a title insurance commitment providing for extended coverage (hereinafter referred to as the "Title Commitment") issued by the Title Company, pursuant to which the Title Company shall agree to issue to Purchaser a current standard ALTA Owner's Policy of Title Insurance in the full amount of the Purchase Price, insuring good and marketable title to the Real Property (expressly including all easements and appurtenances thereto) and containing a complete copy of each such easement, restriction, limitation or condition of title which is referred to in the Title Commitment, as well as current special assessment information. The Title Commitment shall provide for the deletion of all survey and standard exceptions and other matters not expressly permitted hereunder upon satisfaction of any requirements set forth in the Title Commitment. The owner's policy of title insurance shall be issued at Closing and shall include, at Seller's expense, a gap coverage endorsement.

4.2 Survey. Purchaser may, at its election, and at its expense, obtain an ALTA Survey of the Real Property or an update to any existing ALTA survey of Seller, which is sufficient to remove the standard survey exception, and Seller shall be obligated to cooperate and provide a commercially reasonable survey affidavit in conjunction with the same ("Survey").

4.3 Objections to Title and Survey. On or before the expiration of the Inspection Period (as hereinafter defined) Purchaser may object in writing to any matter identified on the Title Commitment

or revealed on the Survey. Seller shall have five (5) days after receiving such objection notice to agree to correct the condition of title or matter of survey at Closing to the reasonable satisfaction of Purchaser. If the condition of title or matter of survey is not acceptable to Purchaser and Seller does not expressly agree to correct it within such five (5) day period as required herein, Purchaser may, at its election, either (a) terminate this Agreement by written notice to Seller given within ten (10) days following the expiration of the five (5) day period noted above, and Purchaser and Seller shall have no further obligation or responsibility hereunder and the Deposit shall be disbursed to Purchaser, or (b) proceed to close the transaction and receive such title as Seller is able to convey without relieving Seller's obligation to convey marketable title. All exceptions to title which are not objected to by Purchaser or not expressly required to be deleted by this Agreement shall be deemed "Permitted Exceptions."

4.4 "Permitted Exceptions" shall mean all exceptions contained in the Title Commitment or Survey (a) to which Purchaser does not object as herein provided or (b) as to which Purchaser has waived or is deemed to have waived its objection; provided, however, that the term Permitted Exceptions shall in no event include and Purchaser shall not be required to object to (i) any taxes or assessments other than general real estate taxes for the year of Closing, not yet due and payable; (ii) any monetary judgments, liens or encumbrances; (iii) any standard printed exceptions; (iv) any matters that Purchaser causes the Title Company to delete from the Title Commitment or the Surveyor to delete from the Survey; (v) any liens arising in connection with the construction of the tenant improvements on the Property; or (vi) any matters that, prior to Closing, Seller agrees in writing to remove or cure at or before Closing.

5. Inspections: Due Diligence.

5.1 Access. At any time from and after the Effective Date through the Date of Closing, Purchaser and its agents and contractors, shall have the right to enter the Real Property during normal business hours and to obtain such information and documents from Seller to investigate the condition of title to the Property, the physical condition of the Property, the zoning of the Real Property, to determine compliance with applicable governmental laws, to review the contracts applicable to the Real Property, and all matters relevant to the financing (including but not limited to, state and federal tax credits, grants, and tax incremental financing), acquisition, usage, operation, valuation and marketability of the Property, as Purchaser deems appropriate. Such right of investigation shall include, without limitation, the right to have made, at Purchaser's expense, any appraisals, and any tests, studies and inspections of the Property as Purchaser may deem reasonably necessary or appropriate, including, without limitation, structural and mechanical, tests and inspections, and environmental inspections, tests and audits including, but not limited to, geotechnical tests and studies, a Phase I environmental site assessment, and a Phase II environmental site assessment consisting of minimally invasive testing of soil and water, including the taking of soil borings and samples, and other such tests and inspections as the environmental consultant deems appropriate. Purchaser shall not disclose the results of any such Phase II environmental site assessment with state and regulatory agencies unless required under law, regulation, or applicable agreement in conjunction with the Real Property. Purchaser shall repair and restore any damage to the Property caused solely and directly by Purchaser's investigations (provided that such obligation shall not apply to any damages relating to any pre-existing condition of or at the Property).

5.2 Purchaser's Due Diligence. The period commencing on the Effective Date and ending on July 31, 2027, is referred to herein as the "Inspection Period." If Purchaser, in its sole and absolute discretion, determines that the Property is unsuitable for its intended use, or is unsatisfied with the Property or its due diligence for any reason or no reason, Purchaser shall have the right to terminate this Agreement at any time by delivering written notice to Seller on or before the expiration of the Inspection Period. Upon such termination, Purchaser shall have no further obligation under this Agreement and the Deposit shall be immediately disbursed to Purchaser. All work product relating to the Property which Purchaser prepares or

obtains on its own, including but not limited to site concepts, architecture, engineering, construction plans, and pricing, shall remain the sole property of Purchaser and shall be proprietary and confidential.

5.3 Independent Consideration. Seller and Purchaser acknowledge and agree that this Agreement is intended to be binding and enforceable and each party waives any right to challenge the enforceability of this Agreement based on discretion afforded Purchaser in evaluating the fulfillment of the contingencies or conditions contained in this Agreement. Purchaser covenants and agrees to exercise good faith in seeking to satisfy such contingencies and conditions. Seller acknowledges that such efforts by Purchaser will require Purchaser to expend time and resources in investigating the Property and that such expenditures constitute good and sufficient consideration to Seller for Seller's acceptance of this Agreement. Purchaser and Seller further agree that ten dollars (\$10.00) of the Deposit shall be non-refundable and represent good and sufficient consideration to Seller for agreeing to accept this Agreement. Purchaser and Seller also agree that upon waiver of the last of any contingency or condition under this Agreement, that this Agreement shall be deemed affirmed without inclusion of the waived contingencies or conditions.

5.4 Cooperation. Seller agrees to join with Purchaser in executing any and all applications for requests for tax credits, zoning changes, permits or approvals and any other permit or license necessary or required for Purchaser's intended use of the Property, to the extent Seller's signature is necessary, provided that Seller not incur any liability or costs in connection with such activities, and provided that any such zoning changes, permits, approvals or licenses are conditioned on Purchaser's acquisition of the Property. Further, Seller agrees to work in good faith with Purchaser and all governmental agencies to address any concerns relating to environmental assessments, testing, and management and closure plans, and agrees to execute and deliver any required documentation for the same.

6. Seller's Covenants, Representations, and Warranties. Seller represents and warrants to Purchaser, as a material inducement to Purchaser to enter into this Agreement and purchase the Property, as of the Effective Date and the date of Closing as follows:

6.1 No Possessory Rights. As of the Date of Closing, there will be no parties in possession of the Property or any portion thereof and there will be no other rights of possession, use or otherwise regarding any part of the Property which have been granted to any person or entity.

6.2 No Contracts. As of the date of Closing there shall be no contracts, leases, or agreements (including, but not limited to, leases, maintenance, repair, operation, use, billboard, advertising, management, license, franchise, service, use, occupancy, or other contracts) which shall be binding upon Purchaser or which shall run with the land or bind or affect any part of the Property after the Closing, except for those contracts which Purchaser elects in its sole discretion on or prior to the expiration of the Inspection Period to assume (collectively, the "Assumed Contracts").

6.3 No Third-Party Interests. There is no option, right of first refusal, contract or other agreement of any kind or nature with respect to the purchase, sale or lease of the Property, or any portion thereof.

6.4 Compliance with Law. Seller has received no notice of any violation of any applicable statutes, laws, ordinances, codes (including, without limitation, all zoning, building, water disposal, health, fire and safety engineering codes, rental unit energy efficiency requirements, and the Americans with Disabilities Act) with regard to the Real Property.

6.5 FIRPTA. Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those items are defined in the Internal Revenue Code and Income Tax Regulations).

6.6 Bankruptcy. Neither Seller nor its affiliates is the subject of any bankruptcy proceeding, receivership proceeding or other insolvency, dissolution, reorganization or similar proceeding.

6.7 No Actions. There are no actions, suits, proceedings or claims pending or, to the knowledge of Seller, threatened with respect to or in any manner affecting the Real Property or the ability of Seller to consummate the transactions contemplated by this Agreement.

6.8 Hazardous Substances. To Seller's knowledge (i) the Real Property, the use thereof, and any operations now or heretofore conducted at the Real Property, are, and have been, in compliance with all Environmental Laws (as hereinafter defined); (ii) all federal, state and local permits, licenses, registrations and authorizations required for the use of and operations at the Real Property have been obtained; (iii) there are currently no violations of such permits, licenses, registrations or authorizations; (iv) there have been no releases of Hazardous Substances at, on or under the Real Property which would or could give rise to a cleanup or remediation obligation under any Environmental Laws; (v) the Real Property has not been used for the treatment, storage or disposal of any Hazardous Substance as such treatment, storage or disposal may be regulated under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et - or its state counterparts, as amended and/or reauthorized, and regulations promulgated thereunder; (vi) there are no underground or above ground storage tanks for storage of flammable, combustible or hazardous materials including but not limited to gasoline and heating oil, which are currently or which were previously located on or in the Real Property; and (vii) there are no radioactive materials, polychlorinated byphenyl, asbestos, urea-formaldehyde foam insulation, poly vinyl chloride, petroleum, or any substance or compound containing any of the foregoing located on or in the Real Property.

6.8.1 "Environmental Laws" means all federal and state laws, whether common laws, court or administrative decisions, statutes, rules, regulations, ordinances, court orders and decrees, and administrative orders and all administrative policies and guidelines concerning action levels of a governmental authority (federal, state or local) now or hereafter in effect relating to the environment, public health, environmental, occupational safety, industrial hygiene, any Hazardous Substance (including, without limitation, the disposal, generation, manufacture, presence, processing, production, release, storage, transportation, treatment or use thereof), or the environmental conditions on, under or about the Real Property as amended and as in effect from time to time (including, without limitation, the following statutes and all regulations thereunder as amended and in effect from time to time the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, et seq.; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. §§ 11001, et seq.; the Clean Air Act, 42 U.S.C. §§ 7402 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300(f) et seq, the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§ 1801, et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq.; the Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601, et seq.; and any successor statutes and regulations to the foregoing).

6.8.2 "Hazardous Substances" means (a) all chemicals, materials and substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants" or "pollutants," or words of similar import, under any applicable Environmental Law; and (b) all other chemicals, materials and substances, exposure to which is prohibited, limited or regulated by any governmental authority, including, without limitation, asbestos and asbestos- containing materials in any form, lead-based paint, radioactive materials, trichloroethene (TCE), per- and polyfluorinated substances (PFAS), polychlorinated byphenyls ("PCBs"), and substances and compounds containing PCBs.

6.9 Title to Property. Seller holds fee simple title to the Property and Seller has no notice or knowledge of any planned, pending or contemplated condemnation or similar action or proceeding with respect to the Property nor any part thereof.

6.10 Litigation. There is no pending or threatened litigation that affects the Property or that could affect the transaction contemplated hereby.

6.11 Tax Reassessments. Through the date of this Agreement, Seller has received no written notice from any authority having jurisdiction over the Real Property indicating that the property taxes for the Real Property are now currently being reassessed or that any municipal betterments charges not already disclosed in writing to the Purchaser or in the Title Commitment for the Real Property have been assessed against the Property. Without limiting the generality of the foregoing, all street paving, curbing, sewer installation or other public improvements for which the Real Property is assessable have been fully paid for.

6.12 Contract Defaults. No default exists under any of the Assumed Contracts or any condition which, with the passage of time or notice, would constitute a default under the Assumed Contracts.

6.13 Condition of Improvements. To Seller's knowledge, there are no material defects in design, workmanship or materials in any of the Improvements, including, but not limited to, the air conditioning, heating, plumbing, electrical, and all other mechanical and operating systems (collectively, the "Building Systems"), and the roof, foundation and load-bearing structure, and sewer and water mains. The Improvements, Building Systems, roof, foundation, structure and sewer and water mains will be, on the Closing Date (i) in good order, serviceable and in safe operating condition (ii) free of any and all defects, and (iii) adequate for the comfortable and normal occupancy and operation of the Improvements.

6.14 Authority of Seller. Seller has the full right and authority to enter into this Agreement and consummate the transactions contemplated hereby. All requisite action has been taken by Seller in connection with the execution of this Agreement and the documents referenced herein and the consummation of the transactions contemplated hereby. Each of the persons signing this Agreement on behalf of Seller is authorized to do so and, no third-party consent is required for Seller to consummate the transaction contemplated hereunder.

6.15 Accuracy. All Seller's disclosure documents, including but not limited to the materials delivered by Seller to Purchaser pursuant to Exhibit B, are true, accurate, and complete.

6.16 Access. The Property has a permanent right of access, over roadways, to dedicated public streets or highways and no portion of the Property is located in a floodplain or flood hazard area or designated wetlands area.

6.17 Work. Seller will not have contracted with, and not yet paid in full, any person or entity for work or materials which might result in a mechanics, materialman's, construction or other lien or encumbrance on the Property.

The covenants, representations, and warranties contained in this Agreement shall be true and correct on the Closing Date and shall survive the Closing and continue in full force and effect notwithstanding Closing and consummation of the transaction contemplated herein, and the obligation of Purchaser to close the transaction contemplated by this Agreement is expressly conditioned upon said truth and accuracy of said covenants, representations, and warranties.

7. Seller's Undertakings Pending Closing.

7.1 Operation of the Property. Until the earlier of the Closing or the termination of this Agreement, Seller shall at its cost and expense:

7.1.1 Status of Title. Not do anything, or permit anything to be done, that would impair or modify the status of title as shown on the Title Commitment.

7.1.2 Operation. Operate, repair and maintain the Property in the ordinary course consistent with past practice, reasonable wear and tear excepted.

7.1.3 Contracts. Between the Effective Date and the Closing Date, Seller shall not modify or waive any provisions contained in any of the Assumed Contracts, nor shall Seller enter into any new agreement, contract, or lease without the prior written consent of Purchaser.

7.1.4 Marketing. Between the Effective Date and the Closing Date, Seller shall not market the Property to any third parties.

7.1.5 Material Effect. Not take any action that would otherwise have a material adverse effect on any aspect of the Property.

7.2 Advise Purchaser. Until the earlier of the Closing or the termination of this Agreement, Seller shall notify Purchaser in writing promptly upon learning or receiving notice of:

7.2.1 Events. Any event, transaction, or occurrence prior to Closing that could materially and adversely affect any of the Property.

7.2.2 Representations. Any fact or event that would make any of the representations or warranties of Seller contained in this Agreement untrue or misleading in any material respect or that would cause Seller to be in violation of any of its covenants or other undertakings or obligations hereunder.

7.2.3 Laws. Any violation of any law, ordinance, regulation or law that would or might materially affect any of the Property.

7.2.4 Zoning. Any proposed change in any zoning or other law affecting the use or development of any of the Property.

7.2.5 Litigation. Any pending or threatened litigation that affects any of the Assumed Contracts or Property or that could affect the transaction contemplated hereby.

7.2.6 Bankruptcy. Any pending or threatened proceeding in bankruptcy or insolvency that could affect any of the Property or any person owning any interest therein.

7.2.7 Assessments. Any notice from any governmental authority or agent thereof pertaining to the assessment or reassessment of the Real Property or any notice of special improvements the cost of which may be assessed against the Real Property.

8. Conditions to Obligations to Close.

8.1 Purchaser's Conditions. In addition to all other contingencies provided for in this Agreement, Purchaser shall not be obligated to close the transaction contemplated hereunder unless each of the following conditions shall be satisfied as set forth herein.

8.1.1 Accuracy of Representations. Except as specifically waived in writing by Purchaser, the covenants, representations, and warranties made by Seller in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date, and Seller shall so certify in writing.

8.1.2 Performance of Obligations. Except as specifically waived in writing by Purchaser, Seller shall have performed all covenants and obligations, made all deliveries, and otherwise complied with all conditions required by this Agreement to be performed or complied with by Seller on or before the Closing Date.

If the above conditions have not been previously approved or waived in writing, Purchaser may at its option (i) postpone Closing for a period sufficient to allow Seller to satisfy such conditions, or (ii) terminate this Agreement by written notice from Purchaser to Seller on or before the scheduled Closing Date and the Deposit shall be promptly paid to Purchaser, provided, however, that if the failure to satisfy such conditions is due to a default by Seller, Purchaser shall also be entitled to its remedies set forth herein.

8.2 Mutual Conditions. The respective obligations of the parties to close the transaction contemplated hereunder are subject to the satisfaction, as of the Closing Date, of the following conditions:

8.2.1 Development Agreement. Seller and Purchaser entering into an agreement for the development of the Property for affordable housing (the "Development Agreement"), generally consistent with the Phase I Application submitted by Purchaser to Seller in response to Seller's Request for Proposal for Redevelopment of Village Owned Parking Lots (the "RFP"). The Development Agreement shall be upon terms and conditions that are mutually agreeable to both Seller and Purchaser and shall outline the parties' duties and responsibilities in conjunction with the development of the Property, including specific affordable housing parameters, applicable tax increment financing, the extension of the applicable tax incremental district, the requirement that the Purchaser secure the funding necessary for the affordable housing development project described in the RFP, and any relevant covenants and restrictions for the use of the Property.

If the above condition has not been satisfied as of the Closing Date, either party may terminate this Agreement by written notice to the other and the Deposit shall be promptly paid to Purchaser.

9. Closing.

9.1 Time of Closing. The Closing (hereinafter, the "Closing Date," "Date of Closing," or "Closing") shall take place in escrow with the Title Company within ninety (90) days after the expiration of the Inspection Period or earlier waiver thereof, unless otherwise agreed to in writing by Purchaser and Seller.

9.2 Seller's Deliveries at Closing.

9.2.1 Releases. Seller shall deliver to Purchaser releases necessary to extinguish all lien and tenant rights and interests in the Property.

9.2.2 Deed. Seller shall deliver to Purchaser a duly executed and acknowledged Warranty Deed conveying the Real Property to Purchaser, free and clear of all matters affecting title, except for the Permitted Exceptions.

9.2.3 Title Policy. Seller shall, at Seller's expense, cause the Title Company to issue the title policy pursuant to the Title Commitment as required hereunder.

9.2.4 Possession. Full possession of the Property shall be delivered to Purchaser, free and clear of all Excluded Assets and debris.

9.2.5 Affidavit. Seller shall execute and deliver to Purchaser and Title Company an affidavit that evidences that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

9.2.6 Reserved.

9.2.7 Reserved.

9.2.8 General Assignment. Seller shall execute and deliver to Purchaser an assignment, in the form and content of acceptable to Purchaser, of all of Seller's right, title and interest in and to the Assumed Contracts, Permits, Warranties, and Plans, and shall deliver to Purchaser the originals of such Assumed Contracts, Permits, Warranties, and Plans to the extent Seller possesses such originals.

9.2.9 Seller's Certificate. Seller shall execute and deliver to Purchaser a certificate confirming that Seller's representations and warranties as described in this Agreement are true and correct as of the Date of Closing.

9.2.10 Title Documents. Seller shall execute and deliver to the Title Company such agreements, affidavits and statements concerning parties in possession of the Property or claims for mechanic's or construction liens or broker's liens, as may be required by Title Company in order to issue the title policy.

9.2.11 Code Compliance. Seller shall obtain and deliver to Purchaser at the Closing all municipal and other applicable governmental certifications, inspection results, and permits required in connection with the transfer of the Real Property, if any.

9.2.12 Authority of Seller. Seller shall deliver to Purchaser and Title Company a copy of any and all documents reasonably required by the Title Company authorizing and approving the sale of the Property by Seller and authorizing the person signing all documents for and on behalf of Seller.

9.2.13 Reserved.

9.2.14 Reserved.

9.2.15 Reserved.

9.2.16 Reserved.

9.2.17 Reserved.

9.2.18 Utility Letters. Seller and Purchaser shall execute and send letters to all utility companies advising of the change of ownership of the Property and an assignment to Purchaser of all utility capacity (if any) allocated to the Property.

9.2.19 Additional Documents. Seller shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the transaction herein provided and to carry out the intent and purposes of this Agreement.

9.2.20 Keys. To the extent Seller has possession thereof, Seller will deliver to Purchaser all keys and combinations to locks and other security devices located on the Property, and all other items in Seller's or Seller's agent's possession constituting the Property.

9.2.21 Development Agreement. Seller shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, the Development Agreement contemplated in Section 8.2.1 of this Agreement.

9.3 Purchaser's Deliveries.

9.3.1 Purchase Price. Purchaser shall deliver the Purchase Price.

9.3.2 Reserved.

9.3.3 Additional Documents. Purchaser shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the transaction herein provided and to carry out the intent and purposes of this Agreement.

9.3.4 Development Agreement. Purchaser shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, the Development Agreement contemplated in Section 8.2.1 of this Agreement.

10. Prorations and Adjustments.

10.1 Taxes/Assessments/Utilities. Seller shall promptly pay when due all real property taxes on the Property for all years prior to the year of Closing. All real property taxes for the year of Closing shall be prorated (employing a 365-day year) between Purchaser and Seller as of the Closing based upon the net general real estate taxes for the current year, if known, otherwise on the net general taxes for the preceding year. All other assessments levied against the Property as of the Closing Date shall be paid in full by Seller on or before the Closing Date, including any assessment payable in installments. Water and sewer use charges, if any, shall be prorated as of the Closing Date. Accrued income and expenses, including taxes for the Closing Date, shall accrue to Seller.

10.2 Liens and Encumbrances. The amount of any mortgage, lien or other monetary encumbrance then affecting the Property shall be paid in full by Seller at Closing.

10.3 Closing Costs. Seller shall pay the premium for the title policy in the amount of the Purchase Price and the gap coverage endorsement; all real estate transfer taxes, stamps, and fees; sales taxes; and all recording costs. Purchaser shall pay for the costs of the premium for any title insurance above the Purchase Price and all other title endorsements required by Purchaser and Purchaser's lender. Purchaser and Seller shall each pay one half of any escrow charges. Each party shall pay for its own attorneys' fees.

10.4 Reserved.

10.5 Reserved.

10.6 Settlement Statement. At the Closing, Seller and Purchaser shall execute a settlement statement to reflect the credits, proration and adjustments contemplated by or provided for in this Agreement.

10.7 Post-Closing Adjustments. Purchaser and Seller shall undertake, following Closing, to adjust between themselves, as of the Closing Date, any income or expenses of the Property that are the subject of proration but were not adjusted on the settlement statement. Seller shall pay promptly upon receipt any and all bills relating to the operation of the Property for periods prior to Closing.

11. Casualty Damage. Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If, prior to Closing, the Property suffers any damage from fire or other casualty equal to or in excess of Thirty Thousand and no/100 Dollars (\$30,000.00), Purchaser may either at or prior to Closing (a) terminate this Agreement, in which event the Deposit shall be refunded to Purchaser, and neither party shall have any further right or obligation hereunder, or (b) consummate the Closing, in which latter event all of Seller's right, title and interest in and to the proceeds of any insurance covering such damage, and including any and all rent loss insurance proceeds relating to the period from and after the Closing Date, shall be assigned to Purchaser at the Closing and Purchaser shall receive a credit against the Purchase Price in an amount equal to the sum of (i) Seller's deductible under its insurance policy and (ii) the amount of any uninsured loss. If the Property suffers any damage less than the applicable aforesaid amount prior to the Closing, Purchaser agrees that it will consummate the Closing and accept the assignment of the proceeds of any insurance covering such damage, including any and all rent loss insurance proceeds relating to the period from and after the Closing Date (plus receive a credit against the Purchase Price in an amount equal to the sum of (i) Seller's deductible under its insurance policy and (ii) the amount of any uninsured loss) and there shall be no other reduction in the Purchase Price.

12. Condemnation.

12.1 Notice. If, prior to Closing, Seller learns of any actual or, to the best knowledge of Seller, threatened, taking in condemnation or by eminent domain (or a sale in lieu thereof) of any of the Property, or if any competent authority commences appropriate proceedings therefore, Seller shall notify Purchaser promptly thereof.

12.2 Termination. Any actual or threatened taking or condemnation, or any commencement of appropriate proceedings therefore, for any public or quasi-public purpose or use by any competent authority in appropriate proceedings or by any right of eminent domain of any of the Property between the date of this Agreement and the Closing Date shall, at Purchaser's option, cause a termination of this Agreement. The election to terminate provided hereby shall be exercised by Purchaser by written notice to Seller to that effect given within thirty (30) days following Purchaser's receipt of Seller's notice pursuant to Paragraph 12.1 above. Upon delivery of such termination notice, the Deposit shall be promptly paid to Purchaser and both parties shall be relieved of any further obligations hereunder except for any surviving obligations. If Purchaser shall not so elect to terminate this Agreement, or in the event of an Immaterial Taking, Seller shall be relieved of all obligations under this Agreement with respect to the portion of the Property so taken or condemned, but Purchaser shall be entitled to receive all proceeds of any such taking or condemnation, and Seller agrees that it shall not make any adjustment or settlement of

any such taking or condemnation proceeding without Purchaser's consent and shall take at Closing all action necessary to assign its entire interest in such award to Purchaser.

13. Remedies.

13.1 Breach by Seller. Time is of the essence with respect to each and all of Seller's obligations hereunder. If Seller fails to comply with any of its obligations hereunder, Purchaser, at Purchaser's option, shall have all rights and remedies available at law or in equity, including, without limitation, the right: (a) to treat this Agreement as terminated, in which case Seller shall pay to Purchaser all damages, direct and indirect, consequential or otherwise, sustained by Purchaser as a result of Seller's breach; or (b) to treat this Agreement as being in full force and effect, and Purchaser shall be entitled to specific performance of this Agreement and to seek any other remedies available at law or in equity.

13.2 Breach by Purchaser. Time is of the essence with respect to Purchaser's obligations hereunder. If Purchaser fails to complete the purchase of the Property as herein provided by reason of any default by Purchaser, Seller, as its sole and exclusive remedy, shall be entitled to treat this Agreement as terminated, and retain the Deposit as liquidated damages, and both parties shall be discharged from all duties and further performance hereunder.

14. Indemnities. Seller shall hold harmless, indemnify and defend Purchaser from and against any and all claims and liability, and expenses related thereto (including reasonable attorneys' fees), which Purchaser incurs by reason of (a) any alleged injury or damage to the person or property of another based upon an event or condition occurring (or alleged to have occurred) prior to Closing, or (b) any breach of the representations and warranties of Seller herein. Purchaser shall hold harmless, indemnify and defend Seller from and against any and all claims and liability, and expenses related thereto (including reasonable attorneys' fees), which Seller incurs by reason of any alleged injury or damage to the person or property of another based upon an event or condition occurring (or alleged to have occurred) after Closing.

15. General Provisions.

15.1 Brokers. Each party represents and warrants to the other that there are no brokerage or finder's fees or commission that are or may be due in connection with the transaction contemplated by this Agreement. Seller will indemnify Purchaser against any losses, claims, damages, costs and liability which Purchaser may incur which arise from any entity claiming a brokerage commission in connection with this transaction.

15.2 Further Assurances. Each of the parties hereto undertakes and agrees to execute and deliver such documents, writings and further assurances as may be required to carry out the intent and purposes of this Agreement.

15.3 Entire Agreement. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom such waiver is sought to be enforced. This Agreement contains the entire agreement between the parties relating to the purchase and sale of the Property. All prior negotiations between the parties are merged into this Agreement; and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as herein set forth.

15.4 Survival. All of the parties' representations, warranties, covenants and agreements hereunder, to the extent not fully performed or discharged by or through the Closing, shall not be deemed merged into any instrument delivered at Closing and shall survive Closing.

15.5 Dates. If any date set forth in this Agreement for the delivery of any document or the happening of any event (such as, for example, the expiration of the Inspection Period or the Closing Date) should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.

15.6 Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

15.7 Attorneys' Fees. If either party commences an action to enforce the terms of, or to resolve a dispute concerning, this Agreement, the prevailing party in any such action shall be entitled to recover all costs and expenses incurred by such party in connection with such action, including, but not limited to, reasonable attorney's fees and court costs

15.8 Notices. All notices, demands or other communications required or permitted to be given hereunder shall be in writing, and any and all such items shall be deemed to have been duly delivered upon personal delivery; or as of the immediately following business day after deposit with FedEx or a similar overnight carrier service, addressed as follows; or as of the day when delivered by electronic mail to the numbers and addresses set forth below.

If to Purchaser: Spoerl Commercial, LLC  
1433 N. Water Street, 4th Floor  
Milwaukee, WI 53202  
Attn: Brian J. Spoerl  
Email: bspoerl@spoerlcom.com

With a copy to: O'Neil, Cannon, Hollman, DeJong & Laing S.C.  
111 E. Wisconsin Avenue, Suite 1400  
Milwaukee, WI 53202  
Attn: Attorney Nicholas G. Chmurski  
Email: nick.chmurski@wilaw.com

If to Seller: Village of Shorewood  
*Attn Village Manager*  
*3930 N. Murray Avenue*  
*Shorewood, WI 53211*  
*rcw@villageofshorewoodwi.gov*

15.9 Headings. All headings used in this Agreement are for purposes of convenience and reference only and shall not be construed as modifying or affecting the terms hereof.

15.10 Assignment. Purchaser may assign this Agreement, in whole or in part, without the consent of Seller to any entity that is (and through the time of Closing remains) controlled by Purchaser or Brian J. Spoerl upon written notice to Seller provided that any assignee shall assume all obligations imposed on Purchaser as if the assignee were the original purchaser under this Agreement.

15.11 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.

15.12 Counterparts. This Agreement may be executed in any number of counterparts and by "PDF" copy delivered by electronic mail, each of which shall be deemed to be an original instrument and all of which taken together shall constitute a single instrument.

15.13 Brokerage. Purchaser hereby notifies and advises Seller that a principal of Spoerl Commercial, LLC is a real estate licensee in the State of Wisconsin.

15.14 OFAC Compliance. Neither Seller nor any of Seller's respective officers, directors, shareholders, partners, members, managers, affiliates or associates, and no other direct or indirect holder of an equity interest in Seller, is an entity or person: (i) that is listed in the Annex to, or is otherwise subject to the provisions of United States Presidential Executive Order 13224 issued on September 24, 2001 ("Executive Order"); (ii) whose name appears on the U.S. Department of the Treasury, Office of Foreign Assets Control's ("OFAC") most current list of "Specially Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, [www.treas.gov/ofac/](http://www.treas.gov/ofac/); (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in the Executive Order; or (iv) who is otherwise affiliated with any entity or person listed above (any and all parties or persons described in clauses (i) through (iv) above are herein referred to as "Prohibited Person"). Seller covenants and agrees to ensure that neither Seller, nor any of its respective officers, directors, shareholders, partners, members, managers, affiliates or associates, and no other direct or indirect holder of any equity interest in Seller will: (a) conduct any business, or engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person; or (b) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Executive Order or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001. Upon request by Purchaser from time to time, Seller further covenants and agrees to promptly deliver to Purchaser any such certification or other evidence as may be requested by Purchaser in its sole and absolute discretion, confirming that no violation of this Section shall have occurred. In the event Purchaser learns that Seller is a Prohibited Person or has otherwise violated this Section 15.15, Purchaser reserves the right to delay the Closing pending Purchaser's investigation into the matter. If Purchaser is advised and/or determines that Seller is a Prohibited Person, Purchaser reserves the right to terminate this Agreement, retain the Deposit and/or take all other actions necessary to comply with the requirements of the Executive Order. The provisions of this paragraph will survive Closing and/or termination of this Agreement.

15.15 Non-Interference. During the period commencing on the Effective Date of this Agreement and continuing through the Closing Date, Seller shall not execute or agree to any secondary offers to purchase the Property. Seller acknowledges and agrees that any action taken in contravention of this provision shall constitute a default under this Agreement.

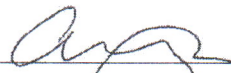
15.16 Confidentiality. Purchaser and Seller agree that the terms and conditions of this Agreement and all other matters related thereto are confidential and that each party shall not, without the prior written consent of the other party, disclose the terms and conditions of this Agreement or the content of any documents delivered or created in accordance herewith to any parties except (a) the respective parties' attorneys, accountants, lenders, consultants, agents and employees, as appropriate to accomplish the transaction contemplated by this Agreement, and any other party who has a legitimate business need to know such information, and (b) disclosure as required by applicable law. In the event of any such communication permitted by the preceding sentence, Purchaser and Seller agree to direct their respective parties to such communication to maintain the same confidentiality with respect to such information as is set forth above. This Section 15.16 shall survive the termination of this Agreement.

*[Signature Page Follows]*

**DATED** as of the Effective Date.

**SELLER:**

VILLAGE OF SHOREWOOD

By: 

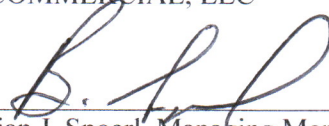
Name: ANN MCKAIG

Its: VILLAGE PRESIDENT



**PURCHASER:**

SPOERL COMMERCIAL, LLC

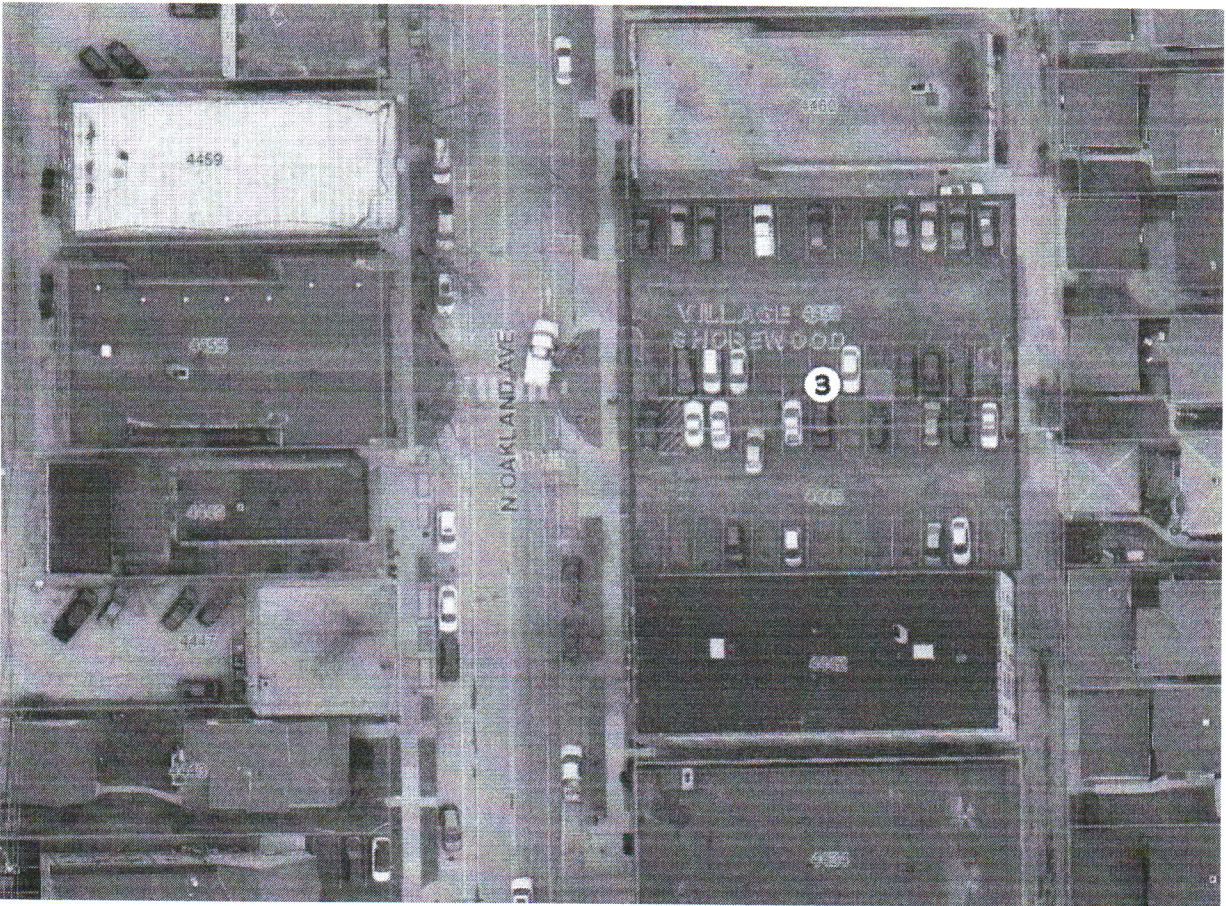
By:  (SEAL)  
Brian J. Spoerl, Managing Member

*[Signature Page – Real Estate Purchase Agreement]*

**EXHIBIT A**

**PROPERTY**

[see attached]



## **EXHIBIT B**

### **SELLER DOCUMENTS**

1. All environmental reports relating to the environmental condition of the Property;
2. All soil boring and engineering reports, including wetland delineation reports;
3. All surveys;
4. All title insurance policies and underlying documents;
5. All construction contracts and plans and specifications;
6. Copies of all permits, variances, and governmental approvals;
7. All property management and service contracts;
8. All contracts affecting the Property;
9. All existing traffic impact analysis reports relating to the Property;
10. All easements, covenants, restrictions affecting the Property; and
11. All reports, letters, investigations, and correspondence from any governmental parties relating to the environmental condition of the Property.

**The Oakleaf PROJECT ASSUMPTIONS**

**PROJECT INFORMATION**

Project Name	The Oakleaf
Developer Name	Spoett Commercial, LLC
Identity of Interest (USE DROPDOWN)	None
City	Shorewood
County (USE DROPDOWN)	Milwaukee
Set Aside (USE DROPDOWN)	General
Tenant Type (USE DROPDOWN)	Family
Credit % (USE DROPDOWN)	9% Competitive
Reserved Annual Federal Credit	\$ -
Reserved Annual State Credit	\$ -
Historic Credits?	No
Fed 48 ITC?	No
Number of Units	19
LP Formation	2027
Year	4
Month	
Construction Start	2027
Year	4
Month	
Construction Period	12
Operations	2028
Year	5
Month	
Placed in Service Date	2028
Year	5
Month	
Starting Month of Depreciation	5
Starting Month of Lease-Up	5
Absorption Rate (Mos.)	7
Credit % - 70% PV	9.00%
Credit % - 30% PV	4.00%
OCT or DDA?	No
Construction Type (USE DROPDOWN)	New Construction
Building Type (USE DROPDOWN)	Non Elevator Building

**FINANCING ASSUMPTIONS**

Type of Tax Exempt Bond Financing	WHEDA Construction - Tax Exempt
Interest Rate	0.00%
Term (Months)	24
WHEDA Construction - Taxable	
Interest Rate	0.00%
Term (Months)	24
Total Construction Loan	\$ 3,065,598
Construction Loan - Max	\$ 3,065,598
Interest Rate	7.78%
Term (Months)	24
WHEDA Permanent Mortgage	
Interest Rate	776,787
Amortization	6.85%
Term	35
Start Year	35
Start Month	2029
GP Equity	\$ 100
Deferred Developer Fee	
Interest Rate	0.00%
Gap	\$ -
FHLBC - AHP	
Interest Rate	950,000
Amortization	0.00%
Term	30
Start Year	30
Start Month	2029
AHP? (USE DROPDOWN)	3
TIF Extension Funds	
Interest Rate	\$ 1,220,407
Amortization	0.00%
Term	30
Start Year	30
Start Month	2027

**SYNDICATION INFORMATION**

General Partner's Capital Contribution	Year	2027
Entry Date:	Month	4
	Day	1
Investor Combined Tax Rate		21.00%
Total Investor Capital		\$3,754,394
Federal LIHTC Investor Capital		3,754,394
State LIHTC Investor Capital		0
Federal 48 ITC Investor Capital		0
1st Contribution	Date:	4/1/2027
Closing	Fed LIHTC	750,879
	State LIHTC	0
	Fed 48 ITC	0
	Total	\$750,879
2nd Contribution	Date:	5/1/2028
Completion	Fed LIHTC	2,064,917
	State LIHTC	0
	Fed 48 ITC	0
	Total	\$2,064,917
3rd Contribution	Date:	3/1/2029
Perm Conversion	Fed LIHTC	922,067
	State LIHTC	0
	Fed 48 ITC	0
	Total	\$922,067
4th Contribution	Date:	3/1/2029
8609's	Fed LIHTC	16,531
	State LIHTC	-
	Fed 48 ITC	-
	Total	\$16,531
Price per Credit		\$ 0.800
Federal Low Income Housing		\$ -
State Low Income Housing		\$ -
		WITHIN WHEDA RANGE
		OUTSIDE OF WHEDA RANGE
Developer Fee Pay-In Schedule		330,625
1st Contribution	20.00%	66,125
2nd Contribution	55.00%	181,844
3rd Contribution	20.00%	66,125
4th Contribution	5.00%	16,531

**PERCENT OF OWNERSHIP**

General Partner	0.01%
State Investor	1.00%
Fed Investor	98.99%
Total	100.00%
Cash Flow Distribution	
General Partner	90.00%
State Investor	1.00%
Fed Investor	9.00%
Total	100.00%
Income, Loss & Fed Tax Credits	
General Partner	0.01%
State Investor	1.00%
Fed Investor	98.99%
Total	100.00%
State Tax Credits	
General Partner	0.00%
State Investor	100.00%
Fed Investor	0.00%
Total	100.00%
Sale Proceeds Distribution	
General Partner	90.00%
State Investor	1.00%
Fed Investor	9.00%
Total	100.00%

**WHEDA 80% Test**

Committed	11.59%
Committed	56.02%
Committed	0.00%
Un-Committed	0.00%
Un-Committed	0.00%
Un-Committed	0.00%
Un-Committed	0.00%
Total Committed Sources	67.61%

**Project Cost**

WHEDA Permanent Mortgage	\$ 6,701,689
Federal LIHTC Investor Capital	776,787
GP Equity	3,754,394
FHLBC - AHP	100
TIF Extension Funds	950,000
Deferred Developer Fee	1,220,407
GAP	-

ERROR

**RENTAL INCOME**

Note: All vacant units should be entered as 60% units in the WHEDA MEA.

Apartment Type	Age	Restriction	Room Size	Number of Bathrooms	Net SF Per Unit	Number of Units	AMI Set Aside %	Unit Type	Monthly Net Rent	Total Monthly Net Rent	Rent \$ / SF	Monthly Utility	Monthly Gross Rent	Total Monthly Gross Rent	Max HTC Limit	% of Max HTC Limit	Estimated Market Rent	% of Max Market Rent
Apartment	Family	1 Bedroom	1	575	2	30%	Low Income	\$ 515	\$ 1,030	\$ 515	\$ 1,030	\$ 107	\$ 622	\$ 1,244	100.00%	\$ 1,119	46.02%	
Apartment	Family	2 Bedroom	1	825	3	50%	Low Income	\$ 1,007	\$ 3,021	\$ 1,007	\$ 3,021	\$ 133	\$ 1,144	\$ 2,288	100.00%	\$ 1,119	83.20%	
Apartment	Family	3 Bedroom	1	1,100	2	60%	Low Income	\$ 1,278	\$ 2,556	\$ 1,278	\$ 2,556	\$ 161	\$ 1,439	\$ 2,878	100.00%	\$ 1,648	77.55%	
Apartment	Family	3 Bedroom	2	1,100	2	60%	Low Income	\$ 1,479	\$ 2,958	\$ 1,479	\$ 2,958	\$ 161	\$ 1,640	\$ 3,278	100.00%	\$ 1,648	89.75%	
<b>Total</b>									<b>19</b>	<b>16,847.00</b>	<b>16,847.00</b>	<b>21,078.00</b>	<b>21,078.00</b>	<b>1,727</b>	<b>100.00%</b>	<b>1,648</b>	<b>89.75%</b>	

Income Averaging 48.42%

AUP PSH/Special Needs/Homeless 28.32%

Applicable Fraction (AMI) 100.00%

Applicable Fraction (Square Footage) 100.00%

AMI %	# of Units	% of Units	Gross Annual Rental Income
20%	0	0.00%	\$ -
30%	0	0.00%	\$ -
40%	0	0.00%	\$ -
50%	7	36.84%	\$ 101,808
60%	7	36.84%	\$ 107,916
70%	0	0.00%	\$ -
80%	0	0.00%	\$ -
<b>Low Income Totals</b>	<b>19</b>	<b>100.00%</b>	<b>\$ 209,724</b>
<b>Totals</b>	<b>19</b>	<b>100.00%</b>	<b>\$ 209,724</b>

**Square Footage Checks**

Bedroom Size	Unit Minimum	Range Actual
Studio	400	0
1 Bedroom	575	575
2 Bedroom	825	825
3 Bedroom	1,100	1,100
4 Bedroom	1,200	0
5 Bedroom	1,200	0

**RESIDENTIAL INCOME**

Base Net Residential Rent	\$ 223,764
Rent Increases	2.00%
Other Income (PUPM)	5.00%
Residential Vacancy Loss	\$ -
Other Income (annually)	\$ -
Other Income Vacancy Loss - LHTC	\$ 212,576
EGI	\$ 1,900

**CASH FLOW DISTRIBUTION**

Asset Management Fee 1,900 3%

**Utility Allowance - WHEDA 2028 UA Schedule - Zone 11 - Garden and High Rise Apartments**

Category	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Heating	0	23	26	0
Cooling	0	11	15	0
Cooking	0	17	21	0
Electricity	0	69	82	0
Hot Water	0	13	17	0
Other	0	107	161	0
<b>Total</b>	<b>0</b>	<b>133</b>	<b>161</b>	<b>0</b>

**Other Income**

Parking	\$ -
Laundry and Vending	\$ -
Other	\$ -
<b>Total Other Income</b>	<b>\$ -</b>

CHI	Unit Mix - Summary				
	Studio	1 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
20%	0	0	0	0	0
30%	2	1	0	0	0
40%	0	0	0	0	0
50%	3	2	0	0	0
60%	0	0	0	0	0
70%	0	0	0	0	0
80%	0	0	0	0	0
Market	0	0	0	0	0
Employee	0	0	0	0	0
<b>Total</b>	<b>0</b>	<b>8</b>	<b>4</b>	<b>0</b>	<b>0</b>

CHI	Unit Mix Distribution Analysis				
	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
20%	0.00%	0.00%	0.00%	0.00%	0.00%
30%	25.00%	25.57%	25.00%	-	-
40%	0.00%	0.00%	0.00%	-	-
50%	37.50%	28.57%	50.00%	-	-
60%	0.00%	0.00%	0.00%	-	-
70%	0.00%	0.00%	0.00%	-	-
80%	0.00%	0.00%	0.00%	-	-
<b>Total</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>0.00%</b>	<b>0.00%</b>

The Onleaf  
STATEMENT OF FORECASTED SOURCES AND USES

SOURCES OF FUNDS	Construction		Post Construction		Personal Property 5 Yr/200%	Land Impr. 15 Yr/150%	Amortization	Non Depreciable/ Amortizable	Eligible Basis
	Construction	Post Construction	Construction	Post Construction					
<b>WHEDA Permanent Mortgage</b>	-	768,787	-	-	-	-	-	-	-
Federal LIHTC Investor Capital	750,879	3,003,515	3,754,394	-	-	-	-	-	-
GP Equity	100	-	-	100	-	-	-	-	-
PHI BC - AHP	950,000	-	950,000	-	-	-	-	-	-
TIF Extension Funds	1,220,407	-	1,220,407	-	-	-	-	-	-
Deferred Developer Fee	-	-	-	-	-	-	-	-	-
<b>GAP</b>	374,787	(715,771)	-	0	-	-	-	-	-
WHEDA Permanent Mortgage Available During Construction Construction Loan	2,268,811	(2,268,811)	-	-	-	-	-	-	-
<b>Total Sources Of Funds</b>	<b>5,936,934</b>	<b>714,704</b>	<b>0</b>	<b>6,701,638</b>					
<b>USES OF FUNDS</b>	<b>Construction</b>	<b>Post Construction</b>	<b>Construction</b>	<b>Post Construction</b>					
<b>Acquisition</b>									
Land	333,731	-	-	333,731	-	-	-	-	-
<b>Construction Related Expenses</b>									
New Construction and Rehab	196,317	3,730,028	-	3,730,028	-	-	-	-	3,730,028
Hard / Construction Costs - Residential	5.00%	186,501	-	186,501	-	-	-	-	186,501
General Requirements	2.00%	78,331	-	78,331	-	-	-	-	78,331
Contractor Overhead	5.00%	199,743	-	199,743	-	-	-	-	199,743
Contractor Profit	-	-	-	-	-	-	-	-	-
<b>Contingency Funds</b>									
Construction Contingency	5.00%	209,730	-	209,730	-	-	-	-	209,730
Other Contingency	-	161,814	-	161,814	-	-	-	-	161,814
<b>Construction Period Expenses</b>									
Land Acquisition Related Fees and Expenses	1.00%	22,888	-	22,888	-	-	-	-	22,888
Construction Loan Origination Fee - WHEDA	-	-	-	-	-	-	-	-	-
Other Lender and Financing Related Expenses	-	170,336	-	170,336	-	-	-	-	170,336
WHEDA Construction Loan Interest	-	60,000	-	60,000	-	-	-	-	60,000
Legal Fees - Miscellaneous	-	41,946	-	41,946	-	-	-	-	41,946
Other Construction Related Costs	-	10,000	-	10,000	-	-	-	-	10,000
Construction Period Real Estate Taxes	1.00%	30,000	-	30,000	-	-	-	-	30,000
Title and Recording	-	45,000	-	45,000	-	-	-	-	45,000
Green Building Cert / Inspections	-	20,000	-	20,000	-	-	-	-	20,000
Construction Liability Insurance	-	20,000	-	20,000	-	-	-	-	20,000
Other Interim Construction Costs	-	20,000	-	20,000	-	-	-	-	20,000
<b>Permanent Financing Expenses</b>									
Lender and Financing Related Expenses	1.50%	11,652	-	11,652	-	-	-	-	11,652
Permanent Loan Origination Fee - WHEDA	20.00%	20,250	-	20,250	-	-	-	-	20,250
Other Financing Fees and Expenses	-	-	-	-	-	-	-	-	-
<b>Architectural and Engineering Expenses</b>									
Architect's Fee - Design	2.60%	96,901	-	96,901	-	-	-	-	96,901
Architect's Fee - Construction/Supervision	5.73163%	76,429	-	76,429	-	-	-	-	76,429
Engineering Costs	-	15,000	-	15,000	-	-	-	-	15,000
Survey	-	-	-	-	-	-	-	-	-
Other Architect and Engineering	-	-	-	-	-	-	-	-	-
<b>Syndication Fees &amp; Expenses</b>									
Organizational (Partnership)	-	50,000	-	50,000	-	-	-	-	50,000
Tax Opinion	-	10,000	-	10,000	-	-	-	-	10,000
<b>Capitalized Reserves</b>									
Other Capitalized Reserves - Supportive Services Reserve	6 Months	-	69,729	69,729	-	-	-	-	69,729
Other Capitalized Reserves	-	-	335,468	335,468	-	-	-	-	335,468
<b>Reports, Studies and Related Work</b>									
Appraisal(s)	5,000	-	-	5,000	-	-	-	-	5,000
Market Study	10,000	-	-	10,000	-	-	-	-	10,000
Environmental Report	10,000	-	-	10,000	-	-	-	-	10,000
<b>Other Soft Costs</b>									
Tax Credit Application Fee	1,000	-	-	1,000	-	-	-	-	1,000
Construction Application Fee	4,000	-	-	4,000	-	-	-	-	4,000
Tax Credit Fee	1,045	-	-	1,045	-	-	-	-	1,045
Cost Certification / Accounting Fees	48,125	15,000	63,125	-	-	-	-	-	63,125
Rent Up Marketing Expense	20,000	-	-	20,000	-	-	-	-	20,000
<b>Developer Fees and Expenses</b>									
Developer's Fee - Delivered	68,125	264,500	-	330,625	-	-	-	-	330,625
Consultants	144,375	-	-	144,375	-	-	-	-	144,375
<b>Total Uses Of Funds</b>	<b>\$ 5,936,934</b>	<b>\$ 714,704</b>	<b>\$ 0</b>	<b>\$ 6,701,638</b>					

<b>WHEDA Max Cost Check</b>	
Cost Per Unit	352,720
Appendix F Max Cost	0
Difference	352,720 OUTSIDE OF WHEDA LIMIT