

**SETTLEMENT AGREEMENT,  
WAIVER AND RELEASE**

THIS SETTLEMENT AGREEMENT, WAIVER AND RELEASE ("Agreement") is made by and between the BOARD OF BUSINESS IMPROVEMENT DISTRICT NO. 21 (the "District") and the CITY OF MILWAUKEE ("City");

WITNESSETH:

WHEREAS, the District and the City entered into a separate Settlement Agreement, Waiver and Release on or about April 5, 2015 in which the District agreed to reimburse the City \$16,667 per year in 2016, 2017 and 2018 as partial reimbursement for refunds of District assessments totaling \$196,274.89 ordered by Wisconsin Court of Appeals Appeal No. 2014 AP 183 to be paid to Yankee Hill Housing Partners; and

WHEREAS, the owners of Juneau Village Tower apartments ("Juneau Village") operate a large residential apartment complex within the District's boundaries and paid certain District assessments to the City for tax years 2005 through 2012 ("Juneau Village Assessments"); and

WHEREAS, Juneau Village sued the City to recover such Juneau Village Assessments, and, on September 30, 2015, the Circuit Court in Milwaukee County Circuit Court Case No. 2014CV955 entered judgment in favor of Juneau Village in the amount of \$614,336.49 ("Judgment"); and

WHEREAS, the Court of Appeals in Wisconsin Court of Appeals Appeal No. 2015 AP 2046 affirmed the Judgment in part, and remanded the case with instructions for the Circuit Court to determine which of Juneau Village's claims were barred by a statute of limitation; and

WHEREAS, on remand, the Circuit Court modified the judgment based on the statute of limitation and ordered the City to pay Juneau Village \$483,941.41 (inclusive of costs and interest); and

WHEREAS, the City has paid such refund to Juneau Village.

NOW, THEREFORE, for good and valuable consideration, the parties stipulate and agree as follows:

1. The District agrees to pay to the City the following sums as partial reimbursement for the payment made by the City to Juneau Village:

- a) \$16,667 in 2019 to be paid on or before July 1, 2019;
- b) \$16,667 in 2020 to be paid on or before July 1, 2020;
- c) \$16,667 in 2021 to be paid on or before July 1, 2021
- d) \$16,667 in 2022 to be paid on or before July 1, 2022;
- e) \$16,667 in 2023 to be paid on or before July 1, 2023;
- f) \$16,667 in 2024 to be paid on or before July 1, 2024;
- g) \$16,667 in 2025 to be paid on or before July 1, 2025; and

h) \$4,316 in 2026 to be paid on or before July 1, 2026.

No interest shall be due on any such sums payable to the City.

2. The City hereby terminates, waives and discharges any further claims, demands, or actions which it might assert or bring in the future or have brought to date, whether mature or not, currently actionable or not, and any suits, appeals, objections, administrative actions and legal proceedings whatsoever against the District with respect to the Juneau Village Assessments, and hereby releases, discharges and acquits the District, its officers, board members, employees, agents and contractors, for any claims, causes of action, alleged injuries, or damages, of any kind, character or nature whatsoever, which have been, could have been, or might be asserted against the City or any officer, employee, agent or contractor acting on its behalf, arising out of the Juneau Village Assessments.

3. This Agreement is the settlement of disputed claims between the City and the District with respect to the Juneau Village Assessments. By entering into this Agreement, neither the City nor the District admits any liability for any potential claims arising out of the dispute between Juneau Village and the City, and the payments made under this Agreement shall not be construed as an admission of any such liability in any future proceeding.

Dated this \_\_\_\_\_ day of July, 2017.

BOARD OF BUSINESS IMPROVEMENT  
DISTRICT NO. 21

By: \_\_\_\_\_  
Joseph Ullrich, Chair

By: \_\_\_\_\_  
Tammy Babisch, Secretary

CITY OF MILWAUKEE

By: \_\_\_\_\_  
Tom Barrett, Mayor

By: \_\_\_\_\_  
Jim Owczarski, City Clerk

Approved as to form:

\_\_\_\_\_  
\_\_\_\_\_, City Attorney