

CHECK REQUEST Week of 1/28/2021

Project 1641-02-22
 City of La Crosse, South Avenue
 USH 14- Green Bay St to Ward Ave
 La Crosse County, La Crosse, WI

PAYMENTS ARE TO BE SENT DIRECTLY TO PAYEE

Parcel	Amount	Payable to	Conveyance
31-112	\$7,000	Aimee Litwin 1022 Saint Cloud St., Apt 212 La Crosse, WI 54603	Residential Housing Payment
	\$25,952	Aimee Litwin 1022 Saint Cloud St., Apt 212 La Crosse, WI 54603	Residential Housing Payment
		SPECIAL INSTRUCTIONS - TWO SEPARATE CHECKS WITH SEPARATE AMOUNTS HAVE BEEN AUTHORIZED.	
Total	\$32,952		

Submitted by *Maria Krueger* Date 1/28/2021



**CITY OF LA CROSSE
ENGINEERING DEPARTMENT
400 LA CROSSE ST
LA CROSSE, WI 54601-3396
PHONE: 608-789-7505
FAX: 608-789-8184**

January 13, 2021

Project: 1641-02-22

Parcel: 31-112

County: La Crosse

RE: Tenant RHP Replacement Residential Claim (Second Installment)

Dear Ms. Johnsrud:

The following relocation claim for parcel 31-112 is enclosed and recommended for review and approval:

Parcel	Claim	Payable to	Amount
31-112	RHP-Tenant Tenant	Aimee Litwin	\$32,952.00

Ms. Litwin entered into a one-year lease agreement with Impact Management LLC starting May 1, 2020. The monthly rental amount for the replacement is \$1,029 plus \$110 a month for utilities for a total of \$1,139 base monthly rent. As of October 31, 2020, Ms. Litwin has been at the replacement property for 6 months. The lease is enclosed for claim support.

The actual differential eligibility for Ms. Litwin for a replacement housing payment is \$48,920. On January 29, 2020 a claim for the first installment of the RHP was approved in the amount of \$8,000. I verified that Ms. Litwin is still living at the replacement site and is therefore eligible for the remainder of the differential in the amount of \$32,952.

Attorney Katelyn Doyle, has made a request on behalf of Aimee Litwin if the second installment check could be made out as two separate checks? Due to Aimee's physical challenge's, she receives SSI and Medicaid and is limited on a certain amount of assets. If Aimee was to receive a large sum payment, it would disqualify her until the money was spent down, she would have to reapply again. Therefore, two accounts have been set up, Wispact Trust and an ABLE Account to avoid this problem and hold the funds. ABLE Account (\$7,000) is a tax-advantaged savings account for individuals with disabilities that can hold funds without affecting the individual's eligibility for SSI, Medicaid, and other means-tested programs. Wispact Trust (\$25,952) is a pooled Special Needs Trust that is not counted as an available asset under SSI and Medicaid rules. See attached email correspondence

Therefore, I recommend approval of the second installment of \$32,952 for the Replacement Housing Payment in two separate checks. In addition to the approved Replacement Housing Payment Computation, attached is confirmation of payment for October's rent.

Please contact me at 715/421-9049 if you have any questions.

Thank you

Maria "Izzy" Krueger

Maria "Izzy" Krueger

WisDOT Statewide Relocation Specialist

Attachments

From: Katelyn Doyle <Katelyn@johnsflaherty.com>
Sent: Wednesday, December 02, 2020 4:44 PM
To: Krueger, Maria - DOT
Subject: RE: Litman Documents

Maria,

I just wanted to clarify that the checks should be made out to **Aimee Litwin**. I noticed I spelled her name incorrectly in my last email to you.

Thanks!

Katelyn

From: Krueger, Maria - DOT <Maria.Krueger@dot.wi.gov>
Sent: Wednesday, December 2, 2020 4:40 PM
To: Katelyn Doyle <Katelyn@johnsflaherty.com>
Subject: RE: Litman Documents

Great, thanks Katelyn.

I talked to Aimee today, she is aware of what is needed to get the second installment processed.

Thank you

Maria

From: Katelyn Doyle <Katelyn@johnsflaherty.com>
Sent: Wednesday, December 02, 2020 4:37 PM
To: Krueger, Maria - DOT <Maria.Krueger@dot.wi.gov>
Subject: RE: Litman Documents

Thanks!

One check for **\$7,000**.

One check for **\$25,952**.

Both can be made out to Aimee Litman. The \$7,000 will go into her ABLE Account with the previous \$8,000 (total \$15,000). The \$25,952 will go into her Wispact Trust.

Katelyn

From: Krueger, Maria - DOT <Maria.Krueger@dot.wi.gov>
Sent: Wednesday, December 2, 2020 4:31 PM
To: Katelyn Doyle <Katelyn@johnsflaherty.com>
Subject: RE: Litman Documents

\$8,000

No problem

From: Katelyn Doyle <Katelyn@johnsflaherty.com>
Sent: Wednesday, December 02, 2020 4:30 PM
To: Krueger, Maria - DOT <Maria.Krueger@dot.wi.gov>
Subject: RE: Litman Documents

Thanks, Maria! Sorry, how much was her first installment?

From: Krueger, Maria - DOT <Maria.Krueger@dot.wi.gov>
Sent: Wednesday, December 2, 2020 4:29 PM
To: Katelyn Doyle <Katelyn@johnsflaherty.com>
Subject: RE: Litman Documents

Her second installment is \$32,952

From: Katelyn Doyle <Katelyn@johnsflaherty.com>
Sent: Wednesday, December 02, 2020 4:28 PM
To: Krueger, Maria - DOT <Maria.Krueger@dot.wi.gov>
Subject: RE: Litman Documents

Hi Maria,

Can you remind me how much the first payment was? Then I can tell you how much for each check. One check will be **\$15,000 minus the amount she already received**. The other check will be the **remainder of the amount owed** to Aimee by the DOT.

The reason we would like two checks is as follows:

Because Aimee is disabled and receives SSI and Medicaid, she cannot have above \$2,000 in countable assets at a time. A large sum payment from the DOT would disqualify Aimee from receiving her benefits until she spent down the money received, after which she would have to reapply for said benefits. To avoid this problem, we set up a Wispact Trust and an ABLE Account to hold the funds for Aimee.

An ABLE account is a tax-advantaged savings account for individuals with disabilities that can hold funds without affecting the individual's eligibility for SSI, Medicaid, and other means-tested programs. ABLE Accounts can be used for "qualified disability expenses", which can include education, housing, transportation, employment training and support, assistive technology, personal support services, health care expenses, financial management and administrative services and other expenses which help improve health, independence, and/or quality of life. The use for which ABLE funds can be put is less restrictive than the uses for which Wispact funds can be used, which is why the two are being used in concert. The total contribution to an ABLE account per year is **\$15,000**. Therefore, we will put a total of \$15,000 into Aimee's ABLE Account. Anything over that amount will be distributed to Aimee's Wispact

Trust, which is a pooled Special Needs Trust that is not counted as an available asset under SSI and Medicaid rules.

Let me know if you need more information or if I can clarify anything in my explanation.

Thank you!

Katelyn Doyle, Attorney
JOHNS, FLAHERTY & COLLINS, S.C.
205 Fifth Avenue South, Suite 600
La Crosse, WI 54601
Good Neighbors. Great Lawyers.
Phone: (608) 784-5678 FAX (608) 784-0557
Email: katelyn@johnsflaherty.com

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From: Krueger, Maria - DOT <Maria.Krueger@dot.wi.gov>
Sent: Wednesday, December 2, 2020 4:06 PM
To: Katelyn Doyle <Katelyn@johnsflaherty.com>
Subject: RE: Litman Documents

Katelyn, because we are dealing with the City of La Crosse, state and federal funds I just need more complete information. When I process the paperwork, I have to request the check(s) to the City of La Crosse, therefore they are writing the checks so they would be responsible when they get audited to provide the necessary documentation.

We can do it, I need an explanation as to why and how much for each check and that Aimee's name can be put on it.

Let's start there.

Thanks

From: Katelyn Doyle <Katelyn@johnsflaherty.com>
Sent: Wednesday, December 02, 2020 3:47 PM

To: Krueger, Maria - DOT <Maria.Krueger@dot.wi.gov>
Subject: RE: Litman Documents

Great – thanks, Maria!

From: Krueger, Maria - DOT <Maria.Krueger@dot.wi.gov>
Sent: Wednesday, December 2, 2020 3:46 PM
To: Katelyn Doyle <Katelyn@johnsflaherty.com>
Subject: RE: Litman Documents

I am checking into it, that's why I am asking about the name on the check.

From: Katelyn Doyle <Katelyn@johnsflaherty.com>
Sent: Wednesday, December 02, 2020 3:40 PM
To: Krueger, Maria - DOT <Maria.Krueger@dot.wi.gov>
Subject: RE: Litman Documents

Hi Maria,

They can be made out to Aimee, and we will deposit them into her Wispact Trust and her ABLE Account. Are you able to cut two separate checks for that purpose?

Thank you!

Katelyn Doyle, Attorney
JOHNS, FLAHERTY & COLLINS, S.C.
205 Fifth Avenue South, Suite 600
La Crosse, WI 54601
Good Neighbors. Great Lawyers.
Phone: (608) 784-5678 FAX (608) 784-0557
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From: Krueger, Maria - DOT <Maria.Krueger@dot.wi.gov>
Sent: Wednesday, December 2, 2020 3:37 PM
To: Katelyn Doyle <Katelyn@johnsflaherty.com>
Subject: RE: Litman Documents

Good afternoon Katelyn,

I am working with Aimee on the second installment, wondering how would the checks be cut? Would each of the checks still name Aimee?

Thank you

Maria "Izzy" Krueger

Maria "Izzy" Krueger
WisDOT Statewide Relocation Specialist
Bureau of Technical Services
1681 Second Avenue South
Wisconsin Rapids, WI 54495
Office-(715)421-8358
Cell-(715) 421-9049
Fax (715) 423-0334
maria.krueger@dot.wi.gov

From: Katelyn Doyle <Katelyn@johnsflaherty.com>
Sent: Tuesday, June 09, 2020 2:33 PM
To: Krueger, Maria - DOT <Maria.Krueger@dot.wi.gov>
Subject: RE: Litman Documents

Hi Maria,

In planning for the next payment that Aimee will receive in a few months, I was wondering if the DOT could make out two separate checks? If possible, we would like to put part of the payment into an ABLE account that we've set up and the rest into a Wispact trust.

Let me know if that would work or not. Thanks so much!

Katelyn Doyle, Attorney
JOHNS, FLAHERTY & COLLINS, S.C.
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Phone: (608) 784-5678 FAX (608) 784-0557
Email: katelyn@johnsflaherty.com

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receive this message in error, please contact the sender immediately and delete the material from any computer or server. Thank you.

From: Krueger, Maria - DOT <Maria.Krueger@dot.wi.gov>
Sent: Friday, April 17, 2020 6:17 PM
To: Katelyn Doyle <Katelyn@johnsflaherty.com>
Subject: RE: Litman Documents

You work late like I do. I hope you can help Aimee out and come up with something for her;)

You too have a great weekend?

Thank you

From: Katelyn Doyle <Katelyn@johnsflaherty.com>
Sent: Friday, April 17, 2020 6:16 PM
To: Krueger, Maria - DOT <Maria.Krueger@dot.wi.gov>
Subject: RE: Litman Documents

Thank you so much, Maria!

Have a great weekend!

Katelyn

From: Krueger, Maria - DOT <Maria.Krueger@dot.wi.gov>
Sent: Friday, April 17, 2020 6:15 PM
To: Katelyn Doyle <Katelyn@johnsflaherty.com>
Subject: RE: Litman Documents

From: Katelyn Doyle <Katelyn@johnsflaherty.com>
Sent: Friday, April 17, 2020 6:10 PM
To: Krueger, Maria - DOT <Maria.Krueger@dot.wi.gov>
Subject: RE: Litman Documents

Hi Maria,

No problem! It just looked like the first document in the group you sent had more pages that weren't included.

Thanks!

Katelyn

From: Krueger, Maria - DOT <Maria.Krueger@dot.wi.gov>
Sent: Friday, April 17, 2020 6:08 PM
To: Katelyn Doyle <Katelyn@johnsflaherty.com>
Subject: RE: Litman Documents

I don't know that. I know her rent agreement is \$540 a month and how that is paid I am not sure. We don't get involved in that stuff, we leave that up to the experts we only advise.

Sorry

From: Katelyn Doyle <Katelyn@johnsflaherty.com>
Sent: Friday, April 17, 2020 6:02 PM
To: Krueger, Maria - DOT <Maria.Krueger@dot.wi.gov>
Subject: RE: Litman Documents

Thank you so much, Maria! Do you happen to have the rest of that first document that explains how they figured her monthly payment amount?

Thanks!

Katelyn

From: Krueger, Maria - DOT <Maria.Krueger@dot.wi.gov>
Sent: Friday, April 17, 2020 5:57 PM
To: Katelyn Doyle <Katelyn@johnsflaherty.com>
Subject: RE: Litman Documents

Hello Katelyn,

I contacted Aimee and she gave me permission to forward you her income documents as she does not have access to a fax machine or a scanner.

Thank you

Maria "Izzy" Krueger

Maria "Izzy" Krueger
WisDOT Statewide Appraiser
Bureau of Technical Services
1681 Second Avenue South
Wisconsin Rapids, WI 54495
Office-(715)421-8358
Cell-(715) 421-9049
Fax (715) 423-0334
maria.krueger@dot.wi.gov

From: Katelyn Doyle <Katelyn@johnsflaherty.com>
Sent: Friday, April 17, 2020 3:10 PM
To: Krueger, Maria - DOT <Maria.Krueger@dot.wi.gov>
Subject: RE: Litman Documents

Hi Maria,

I just talked to Aimee to see if she could send me her documents from the Social Security Administration. She said that she doesn't have a scanner or a fax machine, but that you have copies of those documents. Would you be able to send that to me as well?

Thank you!

Katelyn

From: Katelyn Doyle
Sent: Friday, April 17, 2020 2:38 PM
To: 'maria.krueger@dot.wi.gov' <maria.krueger@dot.wi.gov>
Subject: Litman Documents

Hi Maria,

I apologize for the delay in sending this email. I was researching the best type of trust to use in Aimee's situation and totally forgot to email you about those documents. Thank you so much for your assistance in this matter.

Best,

Katelyn Doyle, Attorney
JOHNS, FLAHERTY & COLLINS, S.C.
Good Neighbors. Great Lawyers.
Phone: (608) 784-5678 FAX (608) 784-0557
Email: katelyn@johnsflaherty.com

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RELOCATION CLAIM - APPLICATION AND RELEASE

RE1527 08/2018 s. 32.19 & 32.195 Wis.Stats.

Wisconsin Department of Transportation

Claimant Name (print) Aimee Litwin	Date Claim Submitted to WisDOT 1/5/2021
Replacement Property Address 1022 Saint Cloud St., Apt 212, La Crosse WI 54603	Relocation Agent Name Maria Krueger
Subject Property Address 2350 South Avenue, Unit 112, La Crosse WI 54601	Actual Vacate Date from Subject May 1, 2020

The relocation program is a reimbursement program. All items must be determined by WisDOT as actual, reasonable and necessary to receive reimbursement. All applicable federal and state statutory and administrative code provisions apply. Documentation of payment and work completion is required in submittal.

Residential relocation Owner occupant (subject) Replacement - Purchase Move Only - no displaced persons
 Nonresidential relocation Tenant occupant (subject) Replacement - Rental
 Outdoor advertising sign relocation Landlord (subject)

AGREEMENT

In the event of a condemnation case, the Agency shall promptly pay a replacement housing payment, replacement business or farm payment. An advance payment shall be made when an agency determines the acquisition payment will be delayed because of condemnation proceedings. An agency's offer shall be used as the initial acquisition price in calculating the replacement payment. The payment shall be contingent on a person signing an affidavit of intent that:

- (a) the agency shall re-compute the replacement payment using the acquisition amount, as final negotiated and/or set by the court through condemnation proceedings;
- (b) the person shall refund the excess amount from the judgment when the amount awarded as acquisition amount plus any advance payment if it exceeds the amount paid for a replacement or the agency's determined cost of a comparable replacement. A person is not required to refund more than the advance payment. The payment shall be made after the condemnation proceedings are completed when a person does not sign an affidavit.

CERTIFICATION

I (We) certify that the foregoing statement is true and correct and that the damages described herein exist and I (we) have incurred these costs in the amount shown after each item. I (We) certify that I have not submitted any other claim for or received payment of any compensation for the benefit claimed herein as shown above. I (We) agree to accept the amounts as payment in full for the items claimed, and release the Wisconsin Department of Transportation and any public body, board or commission acting in its behalf, from any and all claims for damages arising through this project, for the listed items for which an amount is claimed.

<u>X <i>Aimee Litwin</i></u> Claimant Signature	Date <u>12-10-20</u>	<u>X <i>Aimee Litwin</i></u> Claimant Signature	Date <u>12-10-20</u>
<u>Aimee Litwin</u> Print Name		<u>Aimee Litwin</u> Print Name	

WisDOT Use Only

Appropriate supporting documentation included:
Agent indicate items attached:
BTS returned for additional explanation/documentation, date: _____

I certify to the best of my knowledge the amount of the approved and this claim conforms to the applicable provisions of state and federal laws.

<u>X <i>Maria Krueger</i></u> Relocation Agent Signature	<u>1/13/2021</u> Date	<u>X <i>Tracey Johnsrud</i></u> BTS Relocation Facilitator Signature	<u>1/27/2021</u> Date
<u>Maria Krueger</u> Print Name		<u>Tracey Johnsrud</u> Print Name	

Project ID: 1641-02-22

County: La Crosse

Parcel No.31-112

Items Claimed	Reference	Amount Claimed	Amount Approved
Residential			
1. Moving expenses – Actual	Adm 92.54(1); Wis. Stat. 24.301(b)	\$	\$
2. Moving expenses – Fixed Payment, Room Schedule	Adm 92.54(2); Wis. Stat. 24.302	\$	\$
3. Expenses incidental to property transfer	Wis. Stats. 32.195 & 24.106		
a. Recording fees, transfer taxes, and similar conveyances	Wis. Stat. 32.195(1)	\$	\$
b. Mortgage prepayment penalty cost	Wis. Stat. 32.195(2)	\$	\$
c. Real estate taxes allocated vesting date	Wis. Stat. 32.195(3)	\$	\$
d. Personal property realignment	Wis. Stat. 32.195(4)	\$	\$
e. Plans/specifications unusable from subject property	Wis. Stat. 32.195(5)	\$	\$
f. Reasonable net rental losses	Wis. Stat. 32.195(6)	\$	\$
g. Fencing cost	Wis. Stat. 32.195(7)	\$	\$
4. Replacement Housing Payment	Wis. Stat. 32.19(3)(d); Adm 92.70-92.88; ss.24.401(b)&(d) & 24.402(b)&(c)	\$32,952	\$ 32,952.00
5. Mortgage Interest Differential Payment	Adm 92.70(5); Wis. Stat. 24.401(d)		
6. Incidental expenses – Closing Costs and Related Expenses	Adm 92.70(6); Wis. Stat. 24.401(e)	\$	\$
Non-Residential			
7. Moving expenses – Actual	Adm 92.56 & 92.60 & 92.62 Wis. Stats. 24.301(d) & 24.303	\$	\$
8. Re-Establishment Payment	Adm 92.67; Wis. Stat. 24.304(b)	\$	\$
9. Fixed Payment In Lieu of Actual Moving Expenses	Adm 92.58; Wis. Stat. 24.305	\$	\$
10. Expenses incidental to property transfer	Wis. Stats. 32.195 & 24.106		
a. Recording fees, transfer taxes, and similar conveyances	Wis. Stat. 32.195(1)	\$	\$
b. Penalty costs for mortgage prepayment	Wis. Stat. 32.195(2)	\$	\$
c. Real estate taxes allocated to date of vesting	Wis. Stat. 32.195(3)	\$	\$
d. Realignment of personal property	Wis. Stat. 32.195(4)	\$	\$
e. Plans/specifications unusable from subject property	Wis. Stat. 32.195(5)	\$	\$
f. Reasonable net rental losses	Wis. Stat. 32.195(6)	\$	\$
g. Cost of fencing	Wis. Stat. 32.195(7)	\$	\$
11. Business Replacement Payment			
a. Tenant to Tenant – rent differential payment (48 months)	Wis. Stat. 32.19(4m)(b)(1); Adm 92.96	\$	\$
b. Tenant to Tenant – reasonable project costs, (actual, reasonable, necessary)	Wis. Stat. 32.19(4m)(b)(1)	\$	\$
c. Tenant to Owner – conversion of rent differential to down payment on replacement and closing costs	Wis. Stat. 32.19(4m)(b)(2); Adm 92.98	\$	\$
d. Owner to Owner – includes purchase differential, increased interest, closing costs, and reasonable project costs at replacement property	Wis. Stat. 32.19(4m)(a); Adm 92.92	\$	\$
e. Owner to Tenant – includes rent differential payment (calculated using economic rent)	Wis. Stat. 32.19(4m)(a); Adm 92.94	\$	\$
f. Owner to Tenant – reasonable project costs where applicable	Wis. Stat. 32.19(4m)(a)	\$	\$
Move Only Payment – No displaced persons			
Personal Property Move Only Payment Schedule (Self Move)	Adm 92.52, Wis. Stat. 24.301(e)	\$	\$
Actual Move (includes Outdoor Advertisement Sign Move)	Adm 92.64	\$	\$
TOTAL		\$ 32,952	\$ 32,952.00

REPLACEMENT HOUSING PAYMENT – TENANT

Wisconsin Department of Transportation

Computation Form
RE1948 10/2019

Tenant – Occupant [X] 90 Day – Owner Occupant [] <90 Day – Owner Occupant []

Subject Property
Name Aimee Marie Litwin
Address 2350 South Avenue, La Crosse WI 54602
Apartment Number 112
Number of Occupants 1
Habitable Area Required 900
Subject Prop.-Unit Type-SF, Duplex, etc.
Approximate Age 20+/-
State of Repair Good
Approximate Habitable Area 900
Type of Construction Frame
DSS Yes
Type of Neighborhood Mixed
Number of Rooms 3
Utilities Available Water/Trash
Furnished/Unfurnished Unfurnished
Number of Bedrooms 1

Section A – Available Comparable Housing – Computations are made using Comparable Property A listed below
Table with 6 columns: Comparable Property, Habitable Area – Sq Ft, Address or Location, Actual Rent, Est. Avg. Utilities + Parking, Monthly Rent. Rows A, B, C.

Section B – Replacement Housing Payment Calculation
1. New Monthly Rent (from Section A) \$1,305 per month X 48 months = \$62,640
2. Less Base Monthly Rent (Complete all applicable items. If not applicable, specify N/A)
a. Actual Rent Paid (Average of last 3 months) \$540
Utilities (Average of last 12 months) \$57
= \$597
OR
b. Economic Rent
Utilities (Average of last 12 months)
=
c. Thirty (30) percent of Gross Monthly Income (See note.) \$285.84
d. Amounts designated for Shelter & Utilities by Public Agency
3. Base Monthly Rent – Lesser of (a) OR (b, c, or d) \$285.84 per month x 48 months = \$13,720
4. Equals Indicated Rental Housing Payment (New Monthly Rent minus Base Monthly Rent) \$48,920

Note: Thirty (30) percent of the displaced person's average monthly gross household income, if the household income is classified as "low income" by the U.S. Department of Housing and Urban Development's Annual Survey of Income Limits for the Public Housing and Section 8 programs

Rental Replacement Payment
The rental replacement housing payment shall be made in two installments.
Amount of first installment \$ 8,000
Amount of second installment \$ 40,920

Attachments
* Residential Comparison Chart
* Documentation of comparable properties from source of information

Relocation Specialist Statement of Certification – I certify that:
1. The determination of the amount of this payment as shown in the computations on this document is correct to my knowledge;
2. I understand that the determination may be used in connection with a Federal Aid Project;
3. I have no direct or indirect present or contemplated interests in this transaction nor will I derive any benefit from this payment.

APPROVAL RECOMMENDED:
Relocation Specialist [Signature]
Date 1-29-2020

COMPUTATION APPROVED BY: Greg Gasper
BTS-RE Statewide Relocation Facilitator
Date



FIFTH THIRD BANK
(CINCINNATI)
P.O. BOX 630900 CINCINNATI OH 45263-0900

AIMEE M LITWIN
1022 SAINT CLOUD STREET
APT.212
LA CROSSE WI 54603-4507



0

6358
000260

MINNESOTABLE^{plan}

Statement Period Date: 11/1/2020 - 11/30/2020
Account Type: ABLE CHECKING
MINNESOTA ABLE PLAN
Plan: 91834416901
Account Number: 7960178023



Checking Account Online Access: 53.com
Checking Account Customer Service: 888-516-2375

Account Summary - 7960178023

11/01 Beginning Balance	\$3,867.01	Interest Earned	\$0.02
1 Checks	\$(1,029.00)	Number of Days in Period	30
Withdrawals / Debits		Annual Percentage Yield Earned	0.01%
1 Deposits / Credits	\$0.02	Interest Earned YTD	\$0.28
11/30 Ending Balance	\$2,838.03		

Check

1 check totaling \$1,029.00

* Indicates gap in check sequence i = Electronic Image s = Substitute Check

Number	Date Paid	Amount
105 i	11/03	1,029.00

Deposits / Credits

1 item totaling \$0.02

Date	Amount	Description
11/30	0.02	INTEREST

Daily Balance Summary

Date	Amount	Date	Amount
11/03	2,838.01	11/30	2,838.03

TO EARN OUT OF THE MONTHLY SERVICE CHARGE YOU CAN SIGN UP FOR PAPERLESS STATEMENTS OR MAINTAIN AN AVERAGE MONTHLY BALANCE OF \$250 OR MORE DURING YOUR STATEMENT CYCLE VISIT 53.COM FOR MORE INFORMATION

0003529200026001010000

DDR001 / FTCL / 20201130 / 5054 / 6358



FIFTH THIRD BANK
 (CINCINNATI)
 P.O. BOX 630900 CINCINNATI OH 45263-0900

AIMEE M LITWIN
 1022 SAINT CLOUD STREET
 APT.212
 LA CROSSE WI 54603-4507



0

6219
 000164

MINNESOTABLE^{plan}

Statement Period Date: 10/1/2020 - 10/31/2020
 Account Type: ABLE CHECKING
 MINNESOTA ABLE PLAN
 Plan: 91834416901
 Account Number: 7960178023



Checking Account Online Access: 53.com
 Checking Account Customer Service: 888-516-2375

Account Summary - 7960178023

10/01	Beginning Balance	\$4,907.23	Interest Earned	\$0.03
1	Checks	\$(1,029.00)	Number of Days in Period	31
1	Withdrawals / Debits	\$(11.25)	Annual Percentage Yield Earned	0.01%
1	Deposits / Credits	\$0.03	Interest Earned YTD	\$0.26
10/31	Ending Balance	\$3,867.01		

Check 1 check totaling \$1,029.00

* Indicates gap in check sequence i = Electronic Image s = Substitute Check

Number	Date Paid	Amount
104 i	10/01	1,029.00

Withdrawals / Debits 1 item totaling \$11.25

Date	Amount	Description
10/20	11.25	ABLE WITHDRAWAL

Deposits / Credits 1 item totaling \$0.03

Date	Amount	Description
10/30	0.03	INTEREST

Daily Balance Summary

Date	Amount	Date	Amount	Date	Amount
10/01	3,878.23	10/20	3,866.98	10/30	3,867.01

TO EARN OUT OF THE MONTHLY SERVICE CHARGE YOU CAN SIGN UP FOR PAPERLESS STATEMENTS OR MAINTAIN AN AVERAGE MONTHLY BALANCE OF \$250 OR MORE DURING YOUR STATEMENT CYCLE VISIT 53.COM FOR MORE INFORMATION

0002621500016401010000

DDR001 / FTCL / 20201031 / 5054 / 6219

Resident Ledger



Date: 01/05/2021

Code	t0003583	Property	534	Lease From	05/01/2020
Name	Aimee Litwin	Unit	212	Lease To	04/30/2021
Address	1022 St Cloud Street, Apt 212	Status	Current	Move In	05/01/2020
		Rent	1029.00	Move Out	
City	LaCrosse, WI 54603	Phone (H)		Phone (W)	

Date	Chg Code	Description	Charge	Payment	Balance	Chg/Rec
03/30/2020	APPFEE	Application Fee	20.00		20.00	96249
04/08/2020	APPFEE	Application Fee Concession due to displacement from current address.	(20.00)		0.00	98474
05/01/2020	RENT	Rent for 31 days	1,029.00		1,029.00	101076
05/01/2020	SECDEP	Security Deposit	500.00		1,529.00	101077
05/06/2020	MISCINC	\$25 (key fob for caretaker)	25.00		1,554.00	101065
05/06/2020		chk# 4492 :CHECKscan Payment		1,054.00	500.00	103807
05/06/2020		chk# 01292 :CHECKscan Payment		500.00	0.00	103839
06/01/2020	RENT	Rent (06/2020)	1,029.00		1,029.00	102568
06/04/2020		chk# 01294 :CHECKscan Payment		1,029.00	0.00	106560
07/01/2020	RENT	Rent (07/2020)	1,029.00		1,029.00	105515
07/02/2020		chk# 00101 :CHECKscan Payment		1,029.00	0.00	108956
07/31/2020		chk# 00102 :CHECKscan Payment		1,029.00	(1,029.00)	111009
08/01/2020	RENT	Rent (08/2020)	1,029.00		0.00	108556
09/01/2020	RENT	Rent (09/2020)	1,029.00		1,029.00	111569
09/01/2020		chk# 00103 :CHECKscan Payment		1,029.00	0.00	115363
10/01/2020	RENT	Rent (10/2020)	1,029.00		1,029.00	114659
10/01/2020		chk# 00104 :CHECKscan Payment		1,029.00	0.00	118733
11/01/2020	RENT	Rent (11/2020)	1,029.00		1,029.00	117937
11/03/2020		chk# 00105 :CHECKscan Payment		1,029.00	0.00	122112
12/01/2020	RENT	Rent (12/2020)	1,029.00		1,029.00	120609
12/02/2020		chk# 00106 :CHECKscan Payment		1,029.00	0.00	124776
01/01/2021	RENT	Rent (01/2021)	1,029.00		1,029.00	123413
01/04/2021		chk# 00108 :CHECKscan Payment		1,029.00	0.00	127566

RESIDENTIAL RENTAL AGREEMENT

1 This Agreement for the premises identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether 2 one or more) on the following terms and conditions:

3 TENANT: (1 adults and 0 children)

4 Aimee Litwin

5

7 PREMISES: Building Address

8 1022 St Cloud Street

9 (street)

10 La Crosse WI 54603

11 (city, village, town) (state) (zip)

12 Apartment/room/unit: 212

13 Other: N/A

14 Included furnishings/appliances: refrigerator, range, oven

15 other (list or attach addendum): blinds, washer/dryer,

16 microwave, dishwasher

17

18 RENT: Rent of \$ 1029.00 for Premises and

19 \$ N/A for other (specify N/A)

20 is to be received no later than the 1st day of each month

21 and is payable at Rental Office

22

23 If rent is received after 5th of the month

24 the Tenant shall pay a late fee of \$ 50.00

25 Charges incurred by Landlord for Tenant's returned checks are

26 payable by Tenant. Landlord shall provide a receipt for cash

27 payments of rent. All tenants, if more than one, are jointly and

28 severally liable for the full amount of any payments due

29 under this Agreement. Acceptance of a delinquent payment

30 does not constitute a waiver of that default or any other default

31 under this Agreement. Other Landlord or Tenant obligations:

32 \$25 NSF fee, Resident must give a 60 day notice to either renew

33 or vacate. If no notice is received or resident fails to begin the

34 recertification process 120 days in advance, we will assume

35 resident will be vacating.

36

37 SECURITY DEPOSIT: Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ 500.00 to be held by

38 Landlord or Landlord's agent. The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty-one

39 (21) days after any event set forth in Wis. Stat. § 704.28(4). If any portion of the deposit is withheld, Landlord must provide Tenant with a written

40 statement accounting for amounts withheld. The statement shall describe each item of physical damage or other claim made against the security

41 deposit, and the amount withheld as reasonable compensation for each item or claim. If repair costs are not known within twenty-one (21) days

42 Landlord may use a good faith estimate in the written accounting. The reasonable cost for tenant damage, waste, or neglect of the premises,

43 normal wear and tear excluded, may be deducted from Tenant's security deposit as well as any amounts set forth in Wis. Stat. § 704.28(1).

44 Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

45 DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT: Tenant is hereby notified that Tenant may do any of the following within seven

46 (7) days after the start of their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damages or defects, and (b) request a list of

47 physical damages or defects, if any, charged against the previous Tenant's security deposit. If such a request is made by Tenant, Landlord will

48 supply Tenant with a list of all physical damages or defects charged against the previous tenant's security deposit regardless of whether or not those

49 damages or defects have been repaired. Said list will be provided to Tenant within thirty (30) days from when the request was received or, within

50 seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. Landlord need not disclose

51 previous tenant's identity nor the amount deducted from the previous tenant's security deposit. Landlord will provide Tenant with a Check-In /

52 Check-Out sheet. Should Tenant fail to return it to Landlord within seven (7) days after the start of the tenancy, Tenant will be considered to have

53 accepted the Premises without any exceptions.

54 RULES: Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which it is located. Any failure

55 by the Tenant to substantially comply with the rules will be a breach of this Agreement and may result in the eviction of the Tenant. Landlord may

56 amend the rules to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting the property. No such

57 amendments may unreasonably interfere with Tenant's use and enjoyment of the Premises or the property of which it is part. A copy of the rules, if

58 applicable, have been given to Tenant at the time of application and at the time of the signing of this Agreement.

LANDLORD: Impact Management, LLC

Agent for service of process Impact Management, LLC 715-434-1717

(name) (phone)

2961 Decker Drive

(address)

Rice Lake WI 54868

(city, village, town) (state) (zip)

Agent for maintenance, management Impact Management, LLC 715-434-1717

(name) (phone)

2961 Decker Drive

(address)

Rice Lake WI 54868

(city, village, town) (state) (zip)

Agent for collection of rents Impact Management, LLC 715-434-1717

(name) (phone)

2961 Decker Drive

(address)

Rice Lake WI 54868

(city, village, town) (state) (zip)

TERM: (Strike either (a) or (b) enter complete date.)

(a) Month to month beginning on ; or

(b) For a term of 12 months beginning on 05/01/2020

and ending on 04/30/2021

NOTE: An Agreement for a fixed term expires without further

notice. If tenancy is to be continued beyond this term, parties

should make arrangements for this in advance of the expiration.

UTILITIES: Check if paid by:

Electricity Landlord Tenant

Gas Landlord Tenant

Heat Landlord Tenant

Air Conditioning Landlord Tenant

Sewer/Water Landlord Tenant

Hot Water Landlord Tenant

Trash Landlord Tenant

Other Internet Landlord Tenant

If utilities or services payable by Tenant are not separately

metered, tenant's share of payments are allocated as follows:

NA

59 **NOTICE TO VACATE: Lease for Term** – No written notice is required to terminate a lease for term because the lease automatically ends on the
60 last day of the term. Nonetheless, both Landlord and Tenant should discuss prior to the end of the original lease term whether or not they wish to
61 continue the tenancy beyond the original lease term and if so, enter into a new rental agreement accordingly. **Month to Month Tenancy** – Written
62 notice must be received by the other party at least twenty-eight (28) days prior to the ending of a month to month tenancy. A month to month
63 tenancy may only be terminated at the end of a rental period. A rental period runs from the first day of a calendar month through the last day of a
64 calendar month.

65 **CONTROLLING LAW:** Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws of
66 Wisconsin, including Wis. Stat. ch. 704 and ch. 799, Wis. Admin. Code § ATPC 134, and applicable local ordinances. Both parties shall obey all
67 governmental orders, rules and regulations related to the Premises, including local housing codes.

68 **CONDITION OF PREMISES:** Tenant has had the opportunity to inspect the rental unit and has determined that it will fulfill their needs and
69 acknowledges that the unit is in good and satisfactory condition, except as noted in the Check-In / Check-Out sheet provided to them, prior to
70 taking occupancy. Tenant agrees to maintain the premises during their tenancy and return it to Landlord in the same condition as it was received
71 less normal wear and tear.

72 **POSSESSION AND ABANDONMENT:** Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises
73 and return all of Landlord's property promptly upon the expiration of this Agreement, including any extension or renewal, or its termination, in
74 accordance with its terms and the law. A Tenant will be considered to have surrendered the Premises on the last day of the tenancy provided under
75 this Agreement, except that, if the Tenant vacates before the last day of the tenancy, and gives Landlord written notice that Tenant has vacated,
76 surrender occurs when Landlord receives the written notice that Tenant has vacated. If the Tenant mails the notice to Landlord, Landlord is deemed
77 to have received the notice on the second day after mailing. If Tenant vacates the Premises after the last day of the tenancy, surrender occurs when
78 Landlord learns that Tenant has vacated. If Tenant abandons the Premises before expiration or termination of this Agreement or its extension or
79 renewal, or if the tenancy is terminated for Tenant's breach of this Agreement, Landlord shall make reasonable efforts to re-rent the Premises and
80 apply any rent received, less costs of re-renting, toward Tenant's obligations under this Agreement. Tenant shall remain liable for any deficiency.
81 If Tenant is absent from the Premises for two (2) successive weeks without notifying Landlord in writing of this absence, Landlord may deem the
82 Premises abandoned unless rent has been paid for the full period of the absence.

83 **ABANDONED PROPERTY:** If Tenant vacates or is evicted from the premises and leaves personal property, Landlord may presume, in the absence
84 of a written agreement between the Landlord and Tenant to the contrary, that the Tenant has abandoned the personal property and Landlord may
85 dispose of it in any manner that the Landlord, in his sole discretion, determines is appropriate. Landlord will not store any items of personal property
86 that tenant leaves behind when tenant vacates or is evicted from the premises, except for prescription medicine or prescription medical equipment,
87 which will be held for seven (7) days from the date of discovery. If Tenant abandons a manufactured or mobile home or a titled vehicle, Landlord will
88 give Tenant and any other secured party that Landlord is aware of, written notice of intent to dispose of property by personal service, regular mail,
89 or certified mail to Tenant's last known address, prior to disposal.

90 **USE OF PREMISES AND GUESTS:** Tenant shall use the Premises for residential purposes only. Operating a business or providing child care
91 for children not listed as occupants in this Agreement is prohibited. Neither party may: (1) make or knowingly permit use of the Premises for any
92 unlawful purpose; (2) engage in activities which unduly disturb neighbors or tenants; and/or (3) do, use, or keep in or about the Premises anything
93 which would adversely affect coverage under a standard fire and extended insurance policy. Tenant may have guests residing temporarily in
94 Premises if their presence does not interfere with the quiet use and enjoyment of other tenants and if the number of guests is not excessive for
95 the size and facilities of the Premises. No guest may remain for more than two (2) weeks without written consent of Landlord which will not be
96 unreasonably withheld. Tenant shall be liable for any property damage, waste, or neglect of the Premises, building, or development in which it is
97 located, that is caused by the negligence or improper use by Tenant or Tenant's guests and invitees.

98 **NON-LIABILITY OF LANDLORD:** Landlord, except for his negligent acts or omissions, shall not be liable for injury, loss, or damage which
99 Tenant may sustain from the following: (a) theft, burglary, or other criminal acts committed by a third party in or about the premises, (b) delay or
100 interruption in any service from any cause whatsoever, (c) fire, water, rain, frost, snow, gas, odors, or fumes from any source whatsoever, (d) injury or
101 damages caused by bursting or leaking pipes or back up of sewer drains and pipes, (e) disrepair or malfunction of the Premises, appliances, and/
102 or equipment unless Landlord was provided with prior written notice by Tenant of the problem. Tenant holds Landlord harmless from any claims or
103 damages resulting from the acts or omissions of Tenant, Tenant's guests or invitees, and any third parties, including other tenants.

104 **CRIMINAL ACTIVITY PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee shall not engage in or allow others to engage
105 in any criminal activity, including drug-related criminal activity, in the Premises or on the property. Pursuant to Wis. Stat. § 704.17(3m), Landlord
106 may terminate the tenancy of Tenant, without giving Tenant an opportunity to remedy the default, upon notice requiring Tenant to vacate on or
107 before a date at least five (5) days after the giving of the notice, if Tenant, a member of Tenant's household, or a guest or other invitee of Tenant or
108 of a member of Tenant's household engages in any of the following: (a) criminal activity that threatens the health or safety of, or right to peaceful
109 enjoyment of the Premises by, other tenants, (b) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their
110 residences by persons residing in the immediate vicinity of the Premises, (c) criminal activity that threatens the health or safety of Landlord or an
111 agent or employee of Landlord, (d) drug-related criminal activity, which includes the manufacture or distribution of a controlled substance, on or
112 near the Premises. The above does not apply to a Tenant who is the victim, as defined in Wis. Stat. § 950.02(4), of the criminal activity. It is not
113 necessary that there have been an arrest or conviction for the criminal activity or drug-related criminal activity.

114 **DANGEROUS ITEMS AND ACTIVITIES PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee shall not possess or use
115 on the property the following items including, but not limited to, swimming or wading pools, trampolines, slip 'n slides or any other water recreation
116 devices, air, pellet or BB guns/rifles, explosives, fireworks, sparklers, candles, space heaters or any other items that, in the opinion of Landlord,
117 create an unreasonable risk of injury or damage, without the prior written consent of Landlord.

118 **MAINTENANCE:** Pursuant to Wis. Stat. § 704.07, Landlord shall keep the structure of the building in which the Premises are located and those
119 portions of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the Premises under Tenant's
120 control in a clean manner and in as good of a general condition as it was at the beginning of the term or as subsequently improved by Landlord,
121 normal wear and tear excluded. Tenant shall not physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises,
122 commit waste to the Premises or the property of which it is a part, or attach or display anything which substantially affects the exterior appearance
123 of the Premises or the property in which it is located, unless otherwise allowed under the rules or unless Landlord has granted specific written
124 approval. Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises
125 they shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which it is located.

126 **NO MODIFICATIONS TO PREMISES:** Tenant may not make any modifications to the Premises without the prior written consent of Landlord.
127 Modifications include, but are not limited to, removal of any fixtures, painting of any rooms, installation of blinds or other window coverings, drilling
128 of holes, building of any additions, or any modifications that would be attached to the ceiling, floor or walls of the Premises. This restriction does not
129 apply to the hanging of photographs, paintings or related items within reason. If Tenant violates this provision Tenant will be charged the actual costs
130 incurred by Landlord to return the Premises to its original condition. Payment of said costs by Tenant does not waive Landlord's right to terminate
131 Tenant's tenancy for violating this provision.

132 **EXTERMINATION COSTS:** Tenant will be responsible for the costs of extermination or removal of any insects, pests, or rodents that are found
133 on the Premises, and which are the result of the Tenant's (or any member of the Tenant's household, Tenant's guests, or invitees) acts, negligence,
134 failure to keep the Premises clean, failure to remove garbage and waste, and/or improper use of the Premises.

135 **ENTRY BY LANDLORD:** Landlord may enter the Premises occupied by Tenant, with or without Tenant's consent, at reasonable times upon
136 twelve (12) hours advance notice to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with
137 applicable laws or regulations. Landlord may enter without advance notice when a health or safety emergency exists, or if Tenant is absent and
138 Landlord believes entry is necessary to protect the Premises or the building from damage. Neither party shall add or change locks without providing
139 the other party keys. Improper denial of access to the Premises is a breach of this Agreement.

140 **BREACH AND TERMINATION:** Failure of either party to comply substantially with any material provision is a breach of this Agreement. Should
141 Tenant neglect or fail to perform and observe any of the terms of this Agreement, Landlord shall give Tenant written notice of the breach requiring Tenant
142 to remedy the breach or vacate the Premises on or before a date at least five (5) days after the giving of such notice, and if Tenant fails to comply with
143 such notice, Landlord may declare the tenancy terminated and proceed to evict Tenant from the Premises, without limiting the liability of Tenant for the
144 rent due or to become due under this Agreement. If Tenant has been given such notice and remedied the breach or been permitted to remain in the
145 Premises, and within one (1) year of such previous breach, Tenant breaches the same or any other covenant or condition of Tenant's lease, this lease
146 may be terminated if, Landlord gives notice to Tenant to vacate on or before a date at least fourteen (14) days after the giving of the notice as provided
147 in Wis. Stat. § 704.17. The above does not apply to the termination of tenancy pursuant to Wis. Stats. §§ 704.17(3m), 704.17(2)(c), and 704.16(3).
148 These provisions shall apply to any lease for a specific term and do not apply to a month to month tenancy. If Landlord commits a breach, Tenant has
149 all rights, and remedies as set forth under the law, including Wis. Stats. §§ 704.07(4) and 704.45, and Wis. Admin. Code § ATPC 134.

150 **RESPONSIBILITY FOR UTILITIES:** Tenant must maintain utilities for the Premises until the end of the lease term or until the last day that Tenant
151 is responsible for rent. Tenant will be responsible for the cost of all utilities through the end of the lease term or until the last day that Tenant is
152 responsible for rent.

153 **RENT:** All late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement are to be considered and defined as "rent."

154 **REPAIRS:** Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised
155 date of completion, will be listed in this Agreement or in a separate addendum to this Agreement. Time being of the essence as to completion of
156 repairs does not apply to any delay beyond Landlord's control. Landlord shall give timely notice of any delay to Tenant.

157 **CODE VIOLATIONS AND ADVERSE CONDITIONS:** There are no code violations or other conditions affecting habitability of the Premises unless
158 indicated otherwise in writing.

159 **RENTERS INSURANCE RECOMMENDED:** Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal property
160 and to protect Tenant from any liabilities while living at the property. Tenant understands that if they do not purchase Renter's Insurance that Tenant
161 may not have any insurance coverage should Tenant's belongings be damaged or should Tenant be held liable to a third party and/or the Landlord.

162 **NOTICE OF DOMESTIC ABUSE PROTECTIONS:**

163 1. As provided in Wis. Stat. § 106.50 (5m) (dm), a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or
164 should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to
165 domestic abuse, sexual assault, or stalking committed by either of the following: (a) A person who was not the tenant's invited guest, (b) A person
166 who was the tenant's invited guest, but the tenant has done either of the following: (1) Sought an injunction barring the person from the premises,
167 (2) Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not
168 subsequently invited the person to be the tenant's guest.

169 2. A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited
170 situations, as provided in Wis. Stat. § 704.16. If the tenant has safety concerns, the tenant should contact a local victim service provider or law
171 enforcement agency.

172 3. A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs in all instances.

173 **DAMAGE BY CASUALTY:** If the Premises are damaged by fire or other casualty to a degree which renders them untenable, Tenant may
174 terminate this Agreement or vacate the Premises and rent shall abate until the Premises are restored to a condition comparable to its condition prior
175 to the casualty. Landlord shall have the option to repair the Premises, and if repairs are not made, this Agreement shall terminate. If the Premises
176 are damaged to a degree which does not render them untenable, Landlord shall repair the damages as soon as reasonably possible.

177 **CONTINUATION OF AGREEMENT:** If Tenant continues to occupy the Premises after the expiration of this Agreement and makes a timely
178 payment of rent, which is accepted by Landlord, Tenant shall be under a month to month tenancy with the same terms and conditions of the original
179 rental agreement unless other arrangements have been made in writing.

180 **ASSIGNMENT OR SUBLEASE:** Tenant shall not assign this Agreement or sublet the Premises without the written consent of Landlord.

181 **MODIFICATIONS AND TERMINATION:** This Agreement may be terminated or modified by written agreement of Landlord and Tenant. The parties
182 may terminate this Agreement and enter into a new Agreement instead of renewing it, assigning it, or subleasing the Premises.

183 **SEVERABILITY OF RENTAL AGREEMENT PROVISIONS:** The provisions of this rental agreement are severable. If any provision of this rental
184 agreement is found to be void or unenforceable, the unenforceability of that provision does not affect the other provisions that can be given effect
185 without the invalid provisions.

186 **NON-WAIVER:** Any failure to act by Landlord with regard to any specific violation or breach of any term of this Agreement by Tenant shall be
187 considered temporary and does not waive Landlord's right to act on any future violation or breach by Tenant. Landlord, by accepting payment from
188 Tenant for rent or any other amount owed, is not waiving its right to enforce a violation or breach of any term of this Agreement by Tenant.

189 **TIME IS OF THE ESSENCE:** As to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement or before;
190 vacating of the Premises, return of Landlord's property, payment of rent, performance of any act for which a date is set in this Agreement or by law.
191 *Time is of the essence* means that a deadline must be strictly followed.

192 **SPECIAL PROVISIONS:** All residents of town homes, homes and private entrance homes are responsible for shoveling the walk up to
193 front door and the patio/porch area outside the front door. If you are in a town home or home you are also responsible for the driveway,
194 city sidewalks and all lawn care. Any fines assessed by the city for non-compliance will be charged back to the resident.

195 **RENTAL DOCUMENTS:** Landlord has given Tenant a copy of the Residential Rental Agreement as well as any Rules and Regulations, if applicable,
196 for review prior to entering into this Agreement and prior to accepting any earnest money or security deposit.

197 **Pets and water beds are not permitted unless indicated otherwise in writing.**

198 **NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS.**

199 **OWNER / AGENT OF OWNER** Signature: [Signature] 4/24/2020
200 Print Name: Garden Terrace Apartments (date)

201 **TENANT(S)** Signature: Aimee Litwin 4/24/20 Signature: _____
202 Print Name: Aimee Litwin (date) Print Name: _____ (date)

203 Signature: _____ Signature: _____
204 Print Name: _____ (date) Print Name: _____ (date)



AFFORDABLE HOUSING LEASE ADDENDUM

THIS ADDENDUM is being attached to, and incorporated by reference in, that certain Apartment Lease (the "Lease") between the undersigned landlord and the undersigned Tenant for the purpose of modifying certain terms and conditions of the Lease. The terms and conditions of this Addendum shall supersede the terms and conditions of the Lease to the extent inconsistent therewith.

- 1. Low-Income Housing Credit. The premises are to be operated in accordance with the requirements of the low-income housing credit program under Section 42 of the internal revenue Code of 1986, as amended (the "Program"). Tenant's rights hereunder shall be subject to the requirements that must be met under the Program in order for the Landlord to qualify to take the cost of the premises into basis for calculation of Landlord's tax credit. Tenant shall cooperate with all Landlord requirements related to such compliance and the Program.

- 2. Permitted Occupants. Only the following persons will be permitted to occupy the premises:

Aimee Litwin

Tenant shall not allow any other person to move into the premises without Landlord's prior written approval.

- 3. Income Certification. Tenant has or will complete and execute an Income Certification Form prior to commencement of the lease term and shall complete and execute further Income Certification Forms at Landlord's request at least annually hereafter. Upon request by Landlord, Tenant shall recertify Tenant's household income to Landlord or any governmental or quasi-governmental agency in a manner satisfactory to Landlord, and shall complete any and all other certifications and supply further documentation with respect to income and occupancy of the premises as may be reasonably requested by Landlord. Failure to provide accurate and timely income certification will constitute a breach of this lease, the process must begin 120 days prior to lease expiration.
4. Recertified Income. Tenant acknowledges that the annual recertification of Tenant's household income must meet the limitations imposed by the Program for continued occupancy of the premises.
5. Information Supplied. Tenant hereby certifies that the information supplied by tenant to Landlord that was taken into consideration by Landlord in determining Tenant's qualifications to rent the premises, including Tenant's Application, Income Certification and Recertification, is accurate, complete, and true in all respects.
6. Excess Rents. If it is determined that the premises are not a qualified low-income unit under Section 42(l) (3) of the Internal Revenue Code because the rent paid by Tenant, plus the applicable utility allowance, for the lease term exceeds the maximum rent allowed under Section 42 of the Internal Revenue Code, then Landlord shall immediately pay to Tenant the amount over such excess, with interest. If Tenant no longer occupies the premises when the excess rent determination is made, Landlord shall use its best efforts to locate Tenant for purposes of repaying the excess rent.
7. Increased Income. If, upon annual recertification, Tenant's household income exceeds 140% of the applicable Program limits, Landlord may: (a) increase Tenant's monthly rent to market rate, and paragraph 6 shall not apply to such rent increases, (b) move Tenant to a market rate unit, or (c) elect not to renew this Lease upon thirty (30) days written notice to Tenant.
8. Certain Changes. Tenant shall notify Landlord immediately in writing if Tenant's household size changes, his or her income increases, Tenant become(s) a full-time student, or begins to receive HUD assistance. Landlord may elect not to renew this Lease if Tenant becomes a student and Landlord determines that Tenant's student status would disqualify the premises under the Program. Landlord may adjust Tenant's rent and/or utility allowance to reflect Tenant's status if Tenant becomes a HUD assisted tenant.

9. **Smoke Detector.** Landlord and Tenant each hereby acknowledge that state law requires the owner (Landlord) of a dwelling to install a functional smoke detector in the basement of the dwelling and on each floor level of each dwelling unit, except the attic or storage area of a dwelling unit. State law further requires the occupant (Tenant) to maintain any smoke detector in the premises unless the occupant (Tenant) or a government building inspector gives written notice to the owner (Landlord) that the smoke detector is not functional. Owner (Landlord) shall within 5 days after receipt of such a notice provide any maintenance necessary to make the smoke detector functional. Upon discovery that a smoke detector in the premises requires maintenance, occupant (Tenant) agrees to immediately either provide any maintenance necessary to make that smoke detector functional or provide owner (Landlord) written notification of the required maintenance.
10. **Barrier-Free Units.** If the premises are barrier-free and neither Tenant nor any member of Tenant's household uses a wheelchair, Landlord may require Tenant to relocate to a non barrier-free unit upon ten (10) days written notice if (a) a non barrier-free unit to which Tenant may relocate is available, and this unit is suitable for (b) a person who uses a wheelchair wishes to lease the premises.
11. **Security Deposit.** Tenant hereby authorizes Landlord to deposit the security deposit funds required by the Lease in a interest-bearing account in any bank, savings and loan association, credit union or elsewhere as permitted by applicable law. Interest earned may be disbursed to Landlord, except interest required by applicable law to accrue to the benefit of Tenant, which interest shall be disbursed as required to Tenant.
12. **Drug Free Housing.** In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Management and Resident agree to the following pertaining to Drug Free Housing:
 - a. Resident, any member of Resident's household, or a guest or other person shall not engage in drug-related activity, on or near the premises. "Drug-related activity" means the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use of a Controlled Substance 21 U.S.C. 802.
 - b. Resident, any member of the Resident's household, or a guest or other person shall not engage in any act intended to facilitate drug-related activity, on or near property premises.
 - c. Resident or members of the household will not permit the dwelling to be used for, or to facilitate drug-related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
 - d. Resident or members of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near property premises or otherwise.
 - e. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of lease.
 - f. Resident, any member of the Resident's household, or a guest or other person shall not engage in acts of violence or threats of violence, including, but not limited to, the lawful discharge of firearms on or near property premises.
13. **Vacating/Renewing.** Resident must give 60 days' notice prior to lease-end, if Resident intends to vacate/renew their lease. If Resident does not give the notice to renew, the apartment will be put on the market to rent at the end of the lease term.
14. **Inaccurate Information as Grounds for Eviction.** If you refuse to answer or if you do not provide accurate information in response to those requested, it will be considered a substantial violation of the Lease Contract and you can be evicted. It makes no difference whether the inaccuracy of the information you furnished was intentional or unintentional.

IN WITNESS WHEREOF, the undersigned have duly executed the addendum or caused it to be duly executed as of the date of the Lease.

LANDLORD:

Haley McLean
 Signature
Haley McLean
 Print Name
Community Manager
 Title

RESIDENT:

Aimee Littlein
 Signature
Aimee Littlein
 Print Name

 Signature

 Print Name



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NONSTANDARD RENTAL PROVISIONS ADDENDUM – TAX CREDIT & MARKET RATE

A. Security Deposit Deductions

In addition to the standard security deposit deductions allowable under ATCP 134.06, the Landlord may deduct the following items from the security deposit, if not paid by resident(s) by the end of tenancy. These charges are for items above normal wear and tear:

- Negligence
- Physical damage to apartment
- Damages from heavy tobacco use
- Additional cleaning of apartment, including appliances
- Additional maintenance needed to restore apartment to original condition

Resident Initials

- AL 1. If resident vacates prior to lease termination, at any time and for any reason, without prior written permission from Landlord or does not give proper notice, Landlord will charge an Improper Notice Fee equal to one full calendar month's rent, plus the deposit will be forfeited to cover, but not limited to, advertising costs, rental commissions, sublet fees and/or showing fees.
- AL 2. Hold over fee for failure to vacate apartment by 12:00 p.m. on the last day of the lease term. The fee is \$75 for the first day, and double the daily rent for each day thereafter. The fees will begin computing at 12:01 p.m.
- AL 3. Landlord may, at its discretion, dispose of all personal abandoned property left in the apartment. Prescription medicine or prescription medical equipment will be held for seven days.
- AL 4. Charges for re-keying, changing locks, or replacing keys if all keys are not returned at the end of tenancy; charges for replacement keys and/or re-keying during the term of the tenancy; as a result of the loss of keys by resident(s) or other circumstances caused or created by resident(s).
- AL 5. Upon move out the following will be withheld from the security deposit: damage, waste, neglect, unpaid rent, and unpaid utility bills.
- AL 6. Cost of replacing any garage openers, laundry debit cards, parking permits or other access cards issued by Landlord and not returned by resident(s), and/or the cost of re-coding any access mechanism.
- AL 7. Unearned discounts as provided in the Apartment Lease.
- AL 8. Bank fees for checks returned for any reason, including all late fees assessed.
- AL 9. Repayment of promotional offers or rental incentives if full lease term is not fulfilled.
- AL 10. Fines for unauthorized pets, broken blinds, open windows if landlord pays for heat, garbage not disposed of properly or lawn damage due to driving on the lawn at any time. Trash removal will be billed at \$25 per bag and any cleaning will be charged at \$25 an hour and any maintenance will be charged at \$35 an hour.
- AL 11. Costs to remove smoke odors and/or smoke saturation to walls and carpeting due to heavy tobacco use. Costs may include the use of an ozone machine, and/or primer and additional expenses for painting, or any other expense needed to restore the apartment. One bedroom up to \$250, two bedroom up to \$300, three bedroom up to \$350, and four bedroom up to \$400.
- AL 12. We offer to all residents a Lease Termination Fee if a resident wishes to vacate prior to lease expiring, gives a 60 day notice and pays a fee equal to 2 months' rent at the time of notice they will have no further obligation for rent. The resident is however, still responsible for the rent during the notice period.

B. Entry Into Leased Premises

Resident Initials

- AL 1. A Landlord may enter a resident's dwelling unit at reasonable times, without advance notice to resident to investigate or correct a situation or circumstance that adversely affects the premises or other residents. Landlord will also do semi-annual unit inspections with advance notice to resident.

The undersigned has/have read and understand the NONSTANDARD RENTAL PROVISIONS stated above. Resident(s) acknowledge(s) that the initials next to each paragraph confirm that the Landlord has identified and discussed each of the above provisions with resident(s).

Haley W
 Managing Agent for Landlord
4/24/2020
 Date

Aimee Setu
 Resident
 Resident



"This institution is an equal opportunity provider and employer."





LEASE ADDENDA PACKAGE – TAX CREDIT & MARKET RATE

I/We understand that this document becomes part of the lease.

I/We have read the lease and all addenda and the information contained has been explained by a representative of the management staff.

Income Restricted Apartments

At Landlord’s request, occupants of an income-restricted apartment must annually comply with income, family composition and student status certification requirements. Copies of all required income statements, including those furnished after the date of this Lease, shall be attached to and constitute a part of this Lease. If occupants no longer qualify under the requirements for the apartment, Residents agree to move within thirty (30) days of notification by Landlord, if required by Federal regulations.

Resident agrees that the Rent is based on the area median gross income (AMGI) published by the Federal Department of Housing and Urban Development for this geographic area. If the AMGI increases during the lease term, Landlord may, at its sole discretion, increase the Rent to the maximum allowable amount based on the new AMGI. Any such rent increase will be made in accordance with all applicable state and local laws. Owner will notify resident in writing at least 30 days in advance of such increase.

Resident(s) Initials AS

Image Statement Release

Occupant grants Impact Management Group, LLC. and its managed properties permission to use video, audio, digital images, or photos taken of me and/or any minor in my household and/or comments. Occupant waives the right to inspect or approve the finished product wherein their image or comments appear. Occupant understands that the image or comments will be used to promote Impact Management Group, LLC. and its properties and agrees that Impact Management Group, LLC. will own the copyright to these materials. Occupant agrees that any resident event photo or comments can be used for marketing and advertising purposes, both in print and on the Internet. It may also be used in monthly newsletters. Occupant acknowledges that they have completely read and fully understand the above release. Occupant hereby releases any and all claims against any person or organization utilizing this material. By checking the box below, Occupant acknowledges that they do not want Impact Management Group, LLC. to use any images, videos or comments.

Resident(s) Initials AS

DECLINE IMAGE AUTHORIZATION

Occupant Maintenance and Housekeeping

Occupant is responsible for all tenant obligations as established by all applicable law including, but not limited to, the removal of trash and garbage from the Apartment to the appropriate collection point and maintaining the Apartment in a clean and sanitary condition. Air conditioning and heating equipment where and when provided by Landlord will be maintained by Landlord although Occupant must pay for any repair required due to Occupant’s misuse or neglect. Occupant must not obstruct or place any personal property in front of any air conditioning, heating equipment or vents. Occupant must use plumbing fixtures and facilities, electrical systems and other mechanical systems and appliances in the manner designed. Any damage to the Apartment or other areas of the apartment complex caused by occupant, or any of their guests will be corrected, repaired or replaced at Occupant’s expense. Occupant must immediately notify Landlord in writing of any needed maintenance or repair. If Landlord is required by any state, county, local or other government authority to make any repairs or do any corrective maintenance or cleaning that is Occupant’s responsibility, pursuant to this Addendum, then those repairs, maintenance or cleaning will be done at Occupant’s expense.

Resident(s) Initials AS

Mold and Mildew Addendum

Occupant acknowledges that it is necessary for Occupant to provide appropriate climate control, keep the Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Occupant agrees to clean and dust in the Unit on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Occupant agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Unit. Occupant also agrees to immediately report to the management office: (i) any evidence of a water leak or excessive moisture in the Unit, as well as in any storage room, garage or other common area; (ii) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation or air conditioning system in the Unit; and (iv) any inoperable doors or windows.

Occupant further agrees that Occupant shall be responsible for damage to the Unit and Occupant's property as well as injury to Occupants resulting from Occupant's failure to comply with the terms of the Mold and Mildew Policy.

Resident(s) Initials ag

Smoke Detector/Carbon Monoxide Detector Notice

Smoke Detector/Carbon Monoxide Detector Notice: Occupant hereby acknowledges that, the Residence is equipped with one or more smoke detector(s), and 2 carbon monoxide detectors; that you have inspected the detector(s); and that you find it/them to be in proper working condition.

Upon discovery that a smoke detector and/or carbon monoxide detector is non-functional and requires maintenance, **Occupant agrees to immediately either provide any maintenance necessary to make the smoke detector/carbon monoxide detector functional or provide owner written notification of the required maintenance.** For your safety, notify Management/ownership immediately. Any fines incurred by Owner from City or Governmental agency will be passed onto and become the responsibility of the Occupant in a case where smoke detector/carbon monoxide detector has been tampered with or dismantled.

Occupants agree to replace the smoke/carbon monoxide detector(s) battery, if any, at any time the existing battery becomes unserviceable. If after replacing the battery, the smoke detector/carbon monoxide detector will not operate or continues to make a "chirping" noise, you must inform management immediately in writing of any deficiencies.

Occupants agree to reimburse management, upon request, for the cost of a new smoke and/or carbon monoxide detector and the installation of in the event the existing detector(s) becomes damaged by resident or resident's guests or invitees.

Disclaimer:

YOU ACKNOWLEDGE AND AGREE THAT OWNER OR AGENT IS NOT THE OPERATOR, MANUFACTURER, DISTRIBUTOR, RETAILER OR SUPPLIER OF THE SMOKE AND CARBON MONOXIDE DETECTOR(S). YOU ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ALL RISK AND HAZARDS ATTRIBUTABLE TO, CONNECTED WITH OR IN ANY WAY RELATED TO THE OPERATION MALFUNCTION OR FAILURE OF THE SMOKE AND CARBON MONOXIDE DETECTOR(S), REGARDLESS OF WHETHER SUCH MALFUNCTION OR FAILURE IS ATTRIBUTABLE TO, CONNECTED WITH, OR IN ANY WAY RELATED TO THE USE, OPERATION, MANUFACTURE, DISTRIBUTION, REPAIR, SERVICING OR INSTALLATION OF SAID SMOKE AND CARBON MONOXIDE DETECTOR(S).

NO REPRESENTATION, WARRANTIES, UNDERTAKING OR PROMISES, WHETHER ORAL OR IMPLIED, OR OTHERWISE HAVE BEEN MADE BY OWNER, its AGENTS OR EMPLOYEES TO YOU REGARDING SAID SMOKE AND CARBON MONOXIDE DETECTOR(S), OR THE ALLEGED PERFORMANCE OF THE SAME. OWNER OR AGENT NEITHER MAKES NOR ADOPTS ANY WARRANTY OF ANY NATURE REGARDING SAID DETECTOR(S) INCLUDING EXPRESSED OR IMPLIED WARRANTIES. OWNER OR AGENT SHALL NOT BE LIABLE FOR DAMAGES, LOSSES AND/OR INJURIES TO PERSON(S) OR PROPERTY CAUSED BY (1) YOUR FAILURE TO REGULARLY TEST THE DETECTOR(S); (2) YOUR FAILURE TO NOTIFY OWNER OF ANY PROBLEM, DEFECT, MALFUNCTION, OR FAILURE OF THE DETECTOR(S); (3) THEFT OF THE SMOKE AND CARBON MONOXIDE DETECTOR(S) OR ITS SERVICABLE BATTERY; AND/OR (4) FALSE ALARMS PRODUCED BY THE DETECTOR(S).

Pest Control Rule

All Residents are required to assist Management in pest control procedures. Your participation in our pest control treatment program is MANDATORY. If your unit is not ready when our pest control vendor is treating units, you may be required to pay a re-treatment or second visit fee. You are required to comply with all requests for readying your unit for pest control treatments which may include emptying cupboards, removing materials from under sinks or vanities, and other requests.

Residents are also required to follow any recommendations or treatment control requests of our pest control vendor. Some pests, such as bedbugs, may require Residents to dispose of or professionally clean (at high temperatures or with chemical treatments) personal property and fabrics. Residents are responsible for all costs of treating or removing personal property, furniture, mattresses, and fabrics needed to achieve effective pest control. Management will not reimburse or replace personal property that must be treated or eliminated.

Failure to follow the requirements of our pest control vendor is a breach of your Lease. Cleanliness and vigilance are the best preventative medicine in controlling pests. Dispose of all garbage and waste. Do not leave food, dirty dishes, or soft drink bottles/cans lying around. Do not bring cardboard boxes, crates, or other materials that may have been accessible to pests into your unit. Storage of foodstuffs, grains, or like materials should only be in plastic or metal sealed containers. Be careful bringing luggage and used furniture or property into your unit. Some pests, like bedbugs, can hitchhike on you or your belongings. Even the "cleanest" housekeeper **may pick-up a bedbug from clothes at a laundry, luggage and travel.**

Please notify Management if you see signs of pests in your apartment or any other place in the building. Failure to promptly notify Management of pests in your unit is a serious violation of your Lease. Prompt notification to Management is necessary to prevent pest infestation and to keep pests from spreading. If Management learns that a unit has had an ongoing pest problem that is not reported, this may be grounds for lease termination, non-renewal or charging Resident for lost rents, pest treatments and damages in Resident's unit or in other units or common areas.

Resident(s) Initials AS

Crime-Free/Drug-Free Housing

In consideration of the execution or renewal of a lease, Owner and Occupant agree as follows:

1. Occupant, any members of the occupant's household or a guest or other person under the occupant's control shall not engage in illegal activity, including drug-related illegal activity, on or near the said premises. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act 21 U.S.C. 802) or possession of drug paraphernalia.
2. Occupant, any member of the occupant's household or a guest or other person under the occupant's control shall not engage in or condone any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the said premises.
3. Occupant or members of the household will not permit the dwelling to be used for, or to facilitate illegal activity, including drug-related illegal activity, regardless whether the individual engaging in such activity is a member of the household.
4. Occupant or member of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the dwelling unit premises or otherwise.
5. Occupant, any member of the occupant's household, or a guest or other person under the occupant's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety or welfare of the landlord, his agents or tenants.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction.

Resident(s) Initials AS

Key/Fob Agreement

The undersigned is hereby entrusted with and acknowledges the receipt of keys.

In consideration for the provision and use of these keys, the undersigned agrees to the following terms regarding the use, safekeeping and replacement of these keys.

- A. No attempt will be made to duplicate the building keys.
- B. These keys will not be loaned or in any way given over to the possession of another person(s).
- C. In the event that these keys are lost the Community Office is to be contacted immediately.
- D. The undersigned agrees to surrender these keys to the Manager upon vacating the apartment.

The undersigned also acknowledges every precaution will be taken to guarantee these keys will not be lost or misplaced. In the event they do become lost the undersigned key holder agrees to indemnify and reimburse the property for the following lost key(s):

Key, Opener, Fob	# Issued	Amount	Key, Opener, Fob	# Issued	Amount
Apt. Door Key	1	\$ 10	Storage Locker Key		\$
Bldg. Entrance Key		\$	Clubhouse Key		\$
Garage Key		\$	Pool Key		\$
Garage Door Opener		\$	Other Recreational Keys		\$
Mailbox Key	1	\$ 15	Other:		\$
FOB	2	\$ 25	Other:		\$

These charges are due and payable at the time of the loss and prior to replacement of such keys.

Resident(s) Initials AS

Satellite Addendum

The following rules and regulations will govern the installation and use of a satellite dish or antenna system at the property. **INSTALLATION:** During the term of the lease, Occupant will be allowed to install an individual satellite dish one meter or less in diameter or a traditional stick type antenna on and totally within a balcony, balcony railing or patio. The dish or antenna must be located totally, within the premises being leased by Occupant and cannot extend beyond the boundaries of the leased premises. Landlord will not be bound by any agreement between Occupant and a third party provider on other installation rules.

No dish or antenna may be installed on or in any common areas, including outside walls, outside windowsills, roofs, common area balconies, common area stairwells or any other common areas of the property.

Occupant may install a satellite dish or antenna pursuant to the above ONLY after the parties have signed this Addendum to Lease governing installation of the dish or antenna.

CENTRAL DISH: Landlord is not required to install a central dish or other device for Occupants who cannot otherwise receive a satellite signal.

DAMAGE TO PROPERTY: Occupant shall assume total responsibility for any personal injury or physical damage to the property as a result of the installation of the dish or antenna. Occupant is solely responsible for all installation and shall have the dish or antenna installed by a professional ONLY. Occupant shall advise Landlord or representative of Landlord prior to installation with specifications of the installation and obtain written consent from Landlord prior to the installation.

INDEMNIFICATION: Occupant does hereby indemnify and hold Landlord, its employees, agents and assigns harmless from any claims, causes of action, costs, expenses, attorney's fees or damages of any kind or nature arising out of the installation, use or operation of the dish or antenna on the property.

INSURANCE: Occupant shall be required to obtain and maintain liability insurance with respect to the installation, use and operation of the dish or antenna. Any liability insurance obtained by Occupant shall name the Landlord as a co-insured and a copy of the policy shall be provided to Landlord.

EXTENSION DEVICES: Occupant shall not use devices that extend the dish or antenna beyond the leased premises.

INSIDE HOOKUPS: The dish or antenna system must be a "Stand-alone" system. The Occupant or installer cannot splice into any existing wires or cables on the property. Occupant shall not leave windows or doors ajar or open in any respect as a result of wires or cables that may be connected to the dish or antenna system.

REMOVAL OF DISH/ANTENNA SYSTEM: Upon termination of the lease, Occupant shall be responsible to completely remove the satellite dish or antenna system from the leased premises and to restore the premises to its original condition prior to the installation of the system, at no cost to Landlord. Any damages caused by the system shall be the responsibility of Occupant and will be deducted from Occupant's Security Deposit. If you fail to remove the Dish, you will be charged \$100 fee for us to remove.

CENTRAL ANTENNA OPTION: Should Landlord, at any time during the lease agreement, install a central dish or antenna for use by all Occupants, and should that central dish or antenna system provide a commercially acceptable signal at a cost that the Occupant could obtain on their own, Landlord may prohibit the installation of any dish or antenna system on the leased premises.

Resident(s) Initials AL

Renter's Insurance Disclosure

It is recommended that each Occupant carry Renter's Insurance to protect themselves from personal property losses and to protect themselves from liabilities they may create by living in rental property.

Occupant understands that the property insurance of the apartment complex does not and cannot protect their personal belongings against damage from the following:

- | | | |
|-----------|----------|----------------------|
| Burglary | Hail | Lightning strike |
| Vandalism | Wind | Electrical surge or |
| Fire | Heat | failure Garage doors |
| Smoke | Freezing | Other peril |
| Water | | |

Occupant also understands, that by not having Renter's Insurance which covers personal liability insurance, they may be liable to third parties and to the property owner for certain perils which cause damage either to the building property or to another resident's quiet enjoyment or their personal property.

Occupant understands that Renter's Insurance is readily available and if it is not purchased, the renter is considered "self-insured." Occupant acknowledges and fully understands the options stated above and take full responsibility for my own protection of the complex and the protection of other residents.

Resident(s) Initials AL

Military Transfer

If Occupant is or becomes a member of the Armed Forces on extended active duty and receives change of station orders to permanently depart the local area, or is relieved from such active duty, this Occupant may terminate this lease by giving written notice to owner or owner's representative. Such notice shall effectively terminate the lease 30 days after the next monthly rental payment is due. In such event, Occupant agrees to furnish owner a certified copy of the official orders, which warrant termination of the lease. Military permission for base housing does not constitute a permanent change-of-station order. After move-out, such Occupant shall be entitled to the refund of security deposit(s), less lawful deductions.

Resident(s) Initials AL

Move Out

Abandoned Property: The landlord may, at its discretion, dispose of all personal abandoned property left in the apartment. Prescription medicine or prescription medical equipment left behind will be held for seven days.

Security Deposit Deductions: Upon move out the following will be withheld from the security deposit: damage, waste, neglect, unpaid rent, and unpaid utility bills.

Resident(s) Initials 98

Cable Television

I/we understand that these are optional services that are provided at the additional cost. If I/we elect not to accept this service that is being offered, I/we are responsible for any charges that may be imposed by outside companies for the installation and upkeep of the cable television in my apartment. If Management finds use of this service without paying for it, occupant is subject to a fine up to \$100 and will be bill back a minimum of six (6) months of service.

ACCEPT: Expanded Basic Cable Television for \$ _____ per month

DECLINE: Expanded Basic Cable Television for \$ _____ per month

Resident(s) Initials _____

Receipt of Lease Acknowledgement

I/We have received a copy of the following documents:

Resident(s) Initials AS

Required Addenda

- Residential Rental Agreement
- Addendum to Apartment Lease Affordable Housing
- Lease Addenda Package
- Violence Against Women Act
- Non-Standard Rental Provisions Addendum
- Resident Handbook Sign Off
- Pet Addendum – Tax Credit & Market Rate
- Garage & Storage Unit Addendum
- Emergency Information Form
- Vehicle Description Form

If Applicable Addenda

- Smoke Free Addendum
- Concession Addendum
- Service Animal Addendum
- Lead Based Paint Disclosure

Resident Address: 1022 St Cloud Street Apt. 212 La Crosse, WI 54603

(All Residents over 18 years of age must sign below)

Resident Name: Aimee Schmitt Date: 4/24/20

Resident Signature: Aimee Schmitt

Resident Name: _____ Date: _____

Resident Signature: _____

Resident Name: _____ Date: _____

Resident Signature: _____

Resident Name: _____ Date: _____

Resident Signature: _____

Lessor: Impact Management Group, LLC, as agent for owner

[Signature] 4/24/2020

Community Manager

Date

PET ADDENDUM – TAX CREDIT & MARKET RATE

This Pet Addendum (the "Addendum") dated 5/1/2020 is attached to and made a part of the Lease Agreement, (the "Lease") by and between Impact Management Group, LLC as agents for owner of the Apartments ("Lessor"), and Aimee Litvin ("Resident") for address 1022 St. Cloud St The Apartments (the "Apartments").

Pet #1: Type of pet: _____ Name: _____ Age (must be at least 1 year old): _____
Breed (note restrictions): _____ Color: _____ Weight: _____ lbs.
Pet #2: Type of pet: _____ Name: _____ Age (must be at least 1 year old): _____
Breed (note restrictions): _____ Color: _____ Weight: _____ lbs.

Resident has been granted permission by Lessor to keep the pet(s) specified above under the following terms and conditions:

It is agreed that no additional or different pet (including offspring) will be permitted in the apartment at any time. **The following breeds are not allowed: Chow Chow, Doberman, German Shepard, Pit Bulls, Presa Canario, Mastiffs, American Staffordshire Terrier, Staffordshire Bull Terrier, Rottweilers or any similar breeds/mixtures thereof.** If there is any question, veterinary proof will be required.

- A. No exotic pets or reptiles are allowed; specifically snakes, turtles, iguanas, African dormice, alpacas, non-domestic cats, chinchillas, hermit crabs, fiddler crabs, degus, fennec foxes, ferrets, fiddler crabs, flying squirrels, frogs, sugar gliders, Gambian giant rats, goats, guinea pigs, hedgehogs, all spiders, kinkajous, llamas, mice, millipedes, pet potbellied pigs, primates, rabbits, raccoons, rats, or skunks. This list is not all inclusive; Management reserves the right to exclude any pet based on their discretion.
- B. Pet will not weigh in excess of _____ pounds at any time. If pet exceeds that weight, upon notice, from Lessor, Resident agrees to permanently remove the pet from premises within 15 days.
- C. Upon execution of this agreement, deposit with the Lessor a "Pet Deposit" in the amount of \$_____ which shall be held as security for the faithful performance of this Pet Addendum. This deposit is in addition to and separate from the customary security deposit collected at the time of tenancy although subject to all of the same provisions as described in Lease Agreement under the heading of Security Deposit. The pet deposit is fully refundable if Lessor determines there are no damages caused by the pet(s) upon Residents vacating the premises.
- D. The sum of \$_____ per month will be added as additional monthly pet fee.
- E. The pet will be allowed out of the apartment only under the complete control of a responsible human companion and on a handheld leash. Pet will be walked in designated areas only. Balconies and decks are not to be used for pets to relieve themselves and only designated pet areas are to be used for such. Pets are not to be left unattended on the balconies or patios.
- F. Pet may not cause any discomfort, annoyance, or nuisance to any other resident, resident's guests, Lessor, Lessor's agents or Community operations. If problems arise, upon notice, from Lessor, Resident agrees to permanently remove the pet from premises within 15 days.
- G. Any damage to the exterior or interior of the premises, grounds, flooring, walls, trim, finish, tiles, carpeting, or any stains, etc. caused by pet will be the full responsibility of Resident and that Resident agrees to pay all costs involved in the restoration to its original condition. If because of any such stains, etc., said damage is such that it cannot be removed, than Resident hereby agrees to pay the full expense of replacement.
- H. Resident will provide adequate and regular veterinary care of pet, ample food and water, and will not leave pet unattended for any undue length of time. Resident agrees to comply with all applicable governmental laws and regulations, proof of which may be required. Resident will diligently maintain cleanliness of litter pans, sleeping and feeding areas.
- I. It is further understood and agreed that if efforts to contact the Resident are unsuccessful, the Lessor may enter Resident's apartment if there is reasonable cause to believe an emergency situation exists with respect to the pet. Examples of an emergency situation include abuse, abandonment, or any prolonged disturbance. If it becomes necessary for the pet to be put out for board, any and all costs incurred will be the sole responsibility of the Resident.
- J. Resident agrees to indemnify, hold harmless, and defend Lessor and/or Lessor's agents against all liability, judgments, expense (including attorney's fees) or claims by third parties for any injury to any person or damage to property of any kind whatsoever caused by the Resident's pet(s).
- K. **Proof of renter's insurance with the name of the property as additional insured is required prior to pet occupying the apartment.**

____ Obtained a pet photo

____ Obtained a copy of all inoculations from the licensed veterinarian in addition to documents showing that each pet has been spayed/neutered

48 If applicable – I do not own a pet at this time and if I should obtain a pet during my residency, I agree to comply with the pet policies as stated in this addendum and my lease.

Resident: Aimee Litvin Date: 4/24/20 Resident: _____ Date: _____

Resident: _____ Date: _____ Resident: _____ Date: _____

Management: Haley M Date: 4/24/2020



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SMOKE FREE ADDENDUM

Resident and all members of Resident's family or household are parties to a written Lease Agreement (the "Lease") dated 5/1/2020 with Impact Management Group, LLC. (the "Landlord"). This Addenda states the following additional terms, conditions and rules which are hereby incorporated into the Lease. A breach of this Smoke Free Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

1. Purpose of No-Smoking Policy. The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.
2. Definition of Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form. This includes "E-cigarettes".
3. Smoke-Free Community/Home. Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household have been designated as a smoke-free living environment. Resident and members of Resident's household shall not smoke anywhere in the unit rented by Resident, or the building where the Resident's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Resident permit any guests or visitors under the control of Resident to do so.
4. Resident to Promote No-Smoking Policy and to Alert Landlord of Violations. Resident shall inform Resident's guests of the no-smoking policy. Further, Resident shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Resident's unit from sources outside of the Resident's apartment unit.
5. Landlord to Promote No-Smoking Policy. Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.
6. Landlord Not a Guarantor of Smoke-Free Environment. Resident acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of the Resident's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.
7. Effect of Breach and Right to Terminate Lease. A breach of this Addendum shall be a material breach of the lease and grounds for immediate termination of the Lease by the Landlord.
8. Disclaimer by Landlord. Resident acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to a Resident household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease

Aimee Situm
Resident

4/24/20
Date

Helvy M
Resident
Management

4/24/2020
Date



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GARAGE & STORAGE UNIT ADDENDUM

This addendum is attached to, and made part of, the Lease Agreement dated 5/1/2020 between Garden Terrace (Community Name) and Aimee Litwin (Resident(s)) for the leased premises located at 1022 St. Cloud Street (Address).

1. **Garage or storage unit.** You are entitled to exclusive possession of: (check as applicable)

- Garage attached to the dwelling;
- Garage detached # _____;
- Storage unit # 212

All terms and conditions of the Lease Agreement apply to the above areas unless modified in the addendum.

2. **Use Restriction.** Garage may be used only for storage of operable motor vehicles unless otherwise stated in our community policies. Storage unit may only be used for storage of personal property. No one may sleep, cook, barbeque, or live in a garage or storage unit. Persons not listed as a resident or occupant in the Lease Agreement may not use the areas covered by this addendum. No plants may be grown in such areas.
3. **No dangerous items.** Items that pose an environmental hazard or a risk to the safety of health of other residents, occupants, or neighbors in our sole judgement or that violate any government regulation may not be stored. Prohibited items include, but are not limited to, fuel (other than in properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.
4. **Garage door opener.** You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent.
5. **Storage lock.** You will provide your own lock to any storage unit provided.
6. **Security.** Always remember to lock any door to a garage or storage locker and any door between the garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.
7. **Compliance.** We may periodically open and enter garages and storage rooms to ensure compliance with this addendum. In the event we enter the garage or storage rooms, we will comply with the notice provisions set forth in the Lease Agreement. No items are to be kept outside of your designated storage unit and will be disposed of by us. Garage doors are to be kept fully closed at all times when not entering or exiting the garage.
8. **No lock changes, alterations or improvements.** Without our prior written consent, locks on doors of garages may not be rekeyed, added or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks in our walls, ceilings, floors or doors. Any damage not caused by us or our representative to areas covered by this addendum will be paid for by you.
9. **Move Out and remedies.** Any items remaining after you have vacated the dwelling will be removed or otherwise disposed of according to the Non-Standard Agreement and charged back to the resident.

I have read the above terms and understand the conditions of this Garage & Storage Unit addendum.

Resident: Aimee Litwin Date: 4/24/20

Resident: _____ Date: _____

Resident: _____ Date: _____

Management: Holly W Date: 4/24/2020



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Garden Terrace

Garden Terrace Apartments | 833 Kane Street, LaCrosse WI 54603 | 608-799-1898

3 Bedroom - 1221 square feet (ADA)

Apartments: 112, 212

Rent \$ _____

