



Department of City Development
City Plan Commission
Redevelopment Authority of the City of Milwaukee
Neighborhood Improvement Development Corporation

Rocky Marcoux
Commissioner
marco@milwaukee.gov

Martha L. Brown
Deputy Commissioner
mbrown@milwaukee.gov

January 25, 2018

Mr. James R. Owczarski
City Clerk
City Hall, Room 205
Milwaukee, WI 53202

Dear Mr. Owczarski:

Enclosed is a fully executed copy of the Cooperation and Development Agreement between WAPP II Development Company, LLC, the City of Milwaukee and the Redevelopment Authority of the City of Milwaukee, for the Park Place project (TID 91), Contract No. 17-059 (CM).

This agreement was executed pursuant to Common Council Resolution File No. 170504, approved September 6, 2017.

Sincerely,

Scott A. Stange
Procurement and Compliance Manager
Department of City Development

Enclosure



DOC # 10747742

**RECORDED
01/26/2018 9:08 AM**

**JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00**

**FEE EXEMPT #:
***This document has been
electronically recorded and
returned to the submitter. ****

Document Number

COOPERATION AND
DEVELOPMENT AGREEMENT

Document Title

COOPERATION AND DEVELOPMENT AGREEMENT

Tax Incremental District No. 91

(Park Place)

Recording Area

Name and Return Address

Jeremy R. McKenzie
Assistant City Attorney
City Attorney's Office
200 East Wells Street, Room 800
Milwaukee, WI 53202

111-0132-8

Parcel Identification Number (PIN)

Drafted By:
Jeremy R. McKenzie
City Attorneys Office
800 City Hall
200 East Wells Street
Milwaukee, WI 53202

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COOPERATION AND DEVELOPMENT AGREEMENT

Tax Incremental District No. 91 – Park Place

THIS AGREEMENT is made as of the 18th day of Jan. 2018, by and among the CITY OF MILWAUKEE, a Wisconsin municipal corporation (the “City”), the REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE, a public body corporate and politic created and existing under the laws of the State of Wisconsin (“RACM”), and WAPP II DEVELOPMENT COMPANY, LLC, a domestic limited liability company under the laws of the State of Wisconsin (“Developer”).

RECITALS

1. The City, RACM, and Developer have agreed upon the basic terms for development of property located at 11000 West Park Place, Milwaukee, Wisconsin, as legally described on **Exhibit A** (the “Property”); and

2. Developer proposes to develop the Property by constructing an approximately 42,700 square foot corporate technology center for use by the A.O. Smith Corporation (the “Building”) and to undertake the Project, as further defined herein, which consists of constructing various public improvements related to the development of the Property to serve the Building; and

3. In Common Council Resolution File No. 170504 adopted September 6, 2017, the City’s Common Council approved a Project Plan and created Tax Incremental District No. 91 (Park Place) (“TID No. 91”) in order to provide for the funding for certain public improvements within TID No 91 including, among other things, street improvements and public amenities, and

4. The Property is located within the boundaries of TID No. 91; and

5. RACM, through the adoption of Resolution No. 10684 on July 20 2017, authorized execution of this Agreement; and

6. In accordance with the TID No. 91 Project Plan the City, acting through RACM, will provide funds to Developer up to a maximum of \$125,000 (the “Grant”) to fund the Project, consisting of the construction of median improvements, pavement, sidewalk improvements, lighting, landscaping, stormwater management infrastructure, bike and pedestrian improvements to be constructed on the Property and within the Right-of-Way adjacent to the Property; and

7. In order to induce the City and RACM to undertake the activities set forth in this Agreement, Developer is willing to cooperate with the City and RACM in the development of the Building and the construction of the Project in accordance with the terms of this Agreement; and

8. In order to promote development of the Building and construction of the Project and to assist in the creation of tax base and the provision of public improvements attending to such actions, the City and RACM are willing to cooperate with each other and Developer in accordance with the terms of this Agreement; and

9. Developer has approved this Agreement and authorized its execution.

NOW, THEREFORE, in consideration of the above recitals and the mutual obligations of the Parties hereto, the City, RACM and Developer hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms when used in this Agreement shall have the following meanings:

“Agreement” means this Cooperation and Development Agreement, including all exhibits, as the same may be from time to time modified, amended or supplemented.

“Building” means the approximately 42,700 square foot corporate technology center for use by the A.O. Smith Corporation to be constructed, on the Property.

“Certificate of Completion” means a certification, in a form substantially similar to that attached as **Exhibit B**, provided to Developer by RACM in accordance with this Agreement.

“Commissioner” means the City’s Commissioner of City Development.

“Environmental Laws” means all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or hazardous substances including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Agency, regulations of the Nuclear Regulatory Agency, and regulations of the Wisconsin Department of Natural Resources now or at any time hereafter in effect.

“Executive Director” means the Executive Director of RACM or the Assistant Executive Director/Secretary of RACM.

“Grant” means TID No. 91 funds up to \$125,000 granted by RACM to Developer to reimburse Developer for actual costs of design and construction of the Project in accordance with Article III, below.

“Human Resources Agreement” means the agreement contemplated by Article XVI of this Agreement and attached as **Exhibit C**.

“Party” means the City, RACM or Developer as the context may require.

“Parties” means the City, RACM, and Developer.

“Plans and Specifications” means design plans and specifications for the Project which are to be submitted to and approved by the City’s Commissioner of Public Works. Preliminary plans and specifications are attached as **Exhibit D**.

“Project” means construction of median improvements, pavement, sidewalk improvements, lighting, landscaping, stormwater management infrastructure, bike and pedestrian improvements to be constructed on the Property and within the right of way adjacent to the Property, which will be undertaken by Developer. The specific items making up the Project are listed on **Exhibit E**.

“Project Documents” means the Human Resources Agreement and such other agreements and documents necessary to fulfill the requirements of this Agreement and to complete the Project.

“Project Plan” means the project plan for TID No. 91, as amended, adopted by the City’s Common Council in order to provide for certain costs within TID No. 91.

“Property” means the real property located at 11000 West Park Place, Milwaukee, Wisconsin, as legally described on **Exhibit A**.

“Small Business Enterprise” means a business that has been certified by the City’s Office of Small Business Development based on the requirements of section 370-25 of the Milwaukee Code of Ordinances.

“Substantial Completion” means the completion of the Project in substantial compliance with the final Plans and Specifications.

“Tax Increment Law” means section 66.1105, of the Wisconsin Statutes, as amended.

“Termination Date” means the date this Agreement terminates, which shall be the earliest of: (i) the date RACM issues the Certificate of Completion, (ii) the expiration of TID No. 91, or (iii) the date this Agreement is otherwise terminated in accordance with its terms.

“TID No. 91” means Tax Incremental District No. 91, created by the City’s Common Council in File No. 170504, adopted September 6, 2017 for the purpose of facilitating development efforts in an area generally bounded by West Park Place, West Good Hope Avenue, North 107th Street, and West Liberty Drive.

“Unavoidable Delay” means delays caused by adverse weather, acts of God, labor disputes, materials shortages, terrorism, civil unrest, concealed and unknown property conditions and other causes outside of the control of a Party obligated to perform.

1.2. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) The captions and headings herein are solely for convenience of reference only and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

(c) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

ARTICLE II

PROJECT DESCRIPTION AND PARTY RESPONSIBILITIES

2.1 Project Description. The Project shall include Developer completing, in conjunction with the development of the Building, construction of the Project elements set forth on Exhibit E on the Property and within the Right-of-Way adjacent to the Property

2.2 RACM Actions. In furtherance of the Project, RACM shall:

(a) Fund the Grant to Developer to be paid in accordance with the terms of this Agreement.

(b) Fulfill all of its other obligations set forth in this Agreement.

2.3 City Actions. In furtherance of the Project, the City shall:

(a) Assist Developer in obtaining, as expeditiously as possible, all permits, approvals, variances, licenses, certificates, inspections and consents that may be necessary or desirable to enable Developer to develop the Building and to construct the Project.

(b) Provide \$125,000 to RACM from Tax Incremental Account No. TD TID 91 for the purpose of funding the Grant.

(c) Execute and deliver the Project Documents to which it is a party.

(d) Fulfill all of its other obligations set forth in this Agreement.

2.4 Developer Actions. In furtherance of the Project, Developer shall:

(a) Develop the Building and, as part of such development, design and construct the Project consistent with the final Plans and Specifications and terms of this Agreement.

(b) Complete construction of the Project by July 1, 2019.

(c) Comply with the requirements of the Human Resources Agreement.

- (d) Execute and deliver the Project Documents to which it is a party.
- (e) Fulfill all of its other obligations set forth in this Agreement.

ARTICLE III

GRANT

3.1 Background. This Agreement is entered into pursuant to of the Tax Increment Law. Under this Agreement:

(a) The City and RACM agree that the Grant will be deemed to have been made for the purpose of promoting development and assisting in the Project.

(b) Developer agrees to cause the Project to be implemented in conjunction with the development of the Building and Substantially Completed pursuant to the terms of this Agreement.

3.2 Findings and Declarations.

(a) City. The City makes the following findings and declarations:

- (1) The Property lies within TID No. 91 and exhibits conditions that cause it to be “suitable for mixed-use development” under the Tax Increment Law, (as evidenced by the Project Plan.)
- (2) The Grant is a “project cost” under the Tax Increment Law in multiple respects. *First*, it is a payment that is necessary or convenient to the creation of the tax incremental district and is made to implement the Project Plan and effectuate its purposes under sec. 66.1105(2)(f)1.i., Stats. *Second*, the Project includes costs that are valid “project costs” under sec. 66.1105(2)(f)1.j., Stats., for public street amenities within TID No. 91.
- (3) The Grant serves a public purpose by, enhancing the City’s tax base, creating and improving pedestrian amenities and inducing appropriate development of the Property.
- (4) The amount of the Grant is the amount determined by the City to be necessary to induce the Project.
- (5) City is incurring the Grant as a limited and conditional monetary obligation to pay for “project costs” under the Tax Incremental Law, and the City’s administrative costs in issuing the Grant are “project costs,” within the meaning of sec. 66.1105(2)(f) 1.e., Stats.

(b) RACM. RACM makes the following findings and declarations:

- (1) The Property exhibits conditions that cause it to be suitable for mixed-use development, as evidenced by the Project Plan.
- (2) This Agreement is necessary to effectuate the purposes of the Tax Increment Law.
- (3) RACM endorses the Grant as a contribution promoting development and assisting in the Project.

(c) Developer. Developer declares that “but for” the Grant it would not undertake the Project.

3.3 Grant Payments.

The Grant shall be paid as reimbursement for Developer’s actual costs for the design and construction of the Project. The total reimbursement paid to Developer shall not exceed \$125,000. Monthly invoices for actual costs shall be submitted by Developer to the Executive Director for review and approval, on such forms and with such backup information as the Executive Director shall reasonably request, which approval shall not be unreasonably conditioned, delayed or denied. Only design and construction costs for the Project which are actually incurred by the Developer will be approved for reimbursement.

3.4 Adjustments Upon Occurrence of an Event of Default by Developer. If an Event of Default by Developer occurs and is continuing, then, subject to prior written notice from the Executive Director, RACM shall have no further obligation to make Grant payments to Developer until such time that the Event of Default has been cured. If the Event of Default is not cured and the Project does not reach Substantial Completion, Developer shall repay all Grant payments already made by RACM within 60 days of receiving written request by the Executive Director.

ARTICLE IV

INSPECTIONS

5.1 Developer and its contractors and subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this paragraph shall create or effect any relationship between the City or RACM, on the one hand, and any contractor or subcontractor employed by Developer, on the other hand, in construction of the Project.

5.2 RACM may make reasonable inspections of the Project, including but not limited to inspections on behalf of RACM by the City’s Department of Public Works, Department of City Development and Department of Neighborhood Services, during construction, provided that such inspections shall not interfere with the development of the Building or the progress of the Project. In order to allow RACM and the City agencies to undertake these inspections in a meaningful fashion, Developer shall provide RACM and the City’s Commissioner of Public Works with any change orders and drawings relating to the Project.

5.3 In the event that the Executive Director determines, as a result of such inspections, that Developer's contractors or subcontractors are not constructing the Project in accordance with the final Plans and Specifications, the Executive Director shall promptly inform Developer of such noncompliance and Developer shall, as soon as reasonably possible, require its contractors or subcontractors to remedy such noncompliance. The Executive Director may withhold payment of the Grant until such corrective measures are completed and the noncompliance cured in a satisfactory manner.

ARTICLE V

ENVIRONMENTAL MATTERS

6.1 Developer covenants and agrees to indemnify and hold RACM and the City, their officers, employees, officials and agents harmless from and against any and all claims, damages, costs, expenses (including reasonable legal, consulting and engineering fees) and awards of every type and nature arising in connection with the activities of Developer (or other persons acting under Developer's direction or control) that constitute violations or alleged violations of Environmental Laws.

6.2 RACM, the City and Developer agree to provide to each other Party, immediately upon receipt, copies of any notice, pleading, citation, indictment, complaint, order, decree, correspondence or other document, from any source, asserting or alleging a circumstance or condition which:

- (a) constitutes a violation of any Environmental Laws at the Property;
- (b) requires or may require a clean-up, removal, remedial action or other response by or on the part of Developer under Environmental Laws; or
- (c) seeks damages or penalties (civil, criminal or punitive) from RACM, the City or Developer for an alleged violation of Environmental Laws.

ARTICLE VI

CERTIFICATE OF COMPLETION

Promptly after Substantial Completion of the Project, Developer shall provide RACM with a copy of a signed certification from its architect stating that the Project, as constructed, is in compliance with the final Plans and Specifications. Upon receiving this documentation, RACM shall furnish Developer with a Certificate of Completion in substantially the same form as **Exhibit B**. The Certificate of Completion shall constitute a conclusive determination of satisfaction and termination of the covenants and agreements listed in this Agreement, except those terms that have a different termination date or that run with the land as described in this Agreement. The Certificate of Completion shall be in recordable form, and, following recording, Developer shall be free to transfer the Property without the consents or approvals required pursuant to Article VIII.

ARTICLE VII

RESTRICTIONS ON USE

Developer agrees to:

8.1 Devote the Property only to uses compatible with the applicable zoning, but shall not be precluded in any way from thereafter changing the use of the Property in any manner consistent with applicable ordinances, covenants, or waivers related to applicable ordinances or covenants; and

8.2 Not to discriminate upon the basis of race, color, creed, sex, national origin or sexual orientation in the sale, lease or rental, use or occupancy of any portion of the Property, or any improvements located or to be located thereon.

ARTICLE VIII

PROHIBITION AGAINST TRANSFER OF PROPERTY WITHOUT RACM CONSENT

Developer has not made or created, and will not, prior to the issuance of the Certificate of Completion, make or create or suffer to be made or created any partial or total sale, assignment, conveyance, lease, trust or power or transfer in any other mode or form of or with respect to this Agreement or the Property, or any part thereof or any interest therein, or contract or agree to do any of the same, without the prior written approval of the Executive Director (which approval shall not be unreasonably withheld) unless Developer remains liable and bound by this Agreement in which event the Executive Director's approval is not required. Notwithstanding the foregoing, Developer may: (i) collaterally assign this Agreement to Developer's mortgage lender, if any, or (ii) assign or transfer all or any portion of the Property and all or any portion of its rights under this Agreement to an entity in which Developer owns an interest and is a general partner, managing member or controlling shareholder, as the case may be. Any transfer described in this Article VIII shall be subject to the provisions of this Agreement. Developer shall provide written notice to RACM prior to any assignment or transfer, of any nature, under this Article VIII.

ARTICLE IX

DEFAULT PROVISIONS

If any one or more of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default" under and for purposes of this Agreement.

10.1 Any Party shall default in the performance or observance of any of the covenants, agreements or conditions on the part of such Party set forth in this Agreement and the continuance thereof for 30 days following receipt of written notice from another Party specifying such default and requesting that it be corrected.

10.2 Any Party shall:

- (a) Become insolvent; or
- (b) Be unable or admit in writing its inability to pay its debts as they become due, or
- (c) Make a general assignment for the benefit of creditors or to an agent authorized to dissolve a substantial amount of its property; or
- (d) Become subject (either voluntarily or involuntarily) to an order for relief within the meaning of the bankruptcy code; or
- (e) File a petition to effect a plan or other arrangement with creditors; or
- (f) File an answer to a creditor's petition, admitting the material allegations thereof, for dissolution, reorganization or to effect a plan or other arrangements with creditors; or
- (g) Apply to a court for the appointment of a receiver for any of its assets; or
- (h) Have a receiver appointed for any of its assets (with or without consent) and such receiver shall not be discharged within 60 days after appointment; or
- (i) Otherwise become the subject of any federal or state bankruptcy or insolvency proceedings.

ARTICLE X

REMEDIES

If an Event of Default shall occur, and after notice and the period to cure as provided for in this Agreement, the aggrieved Party may terminate this Agreement and/or pursue any available remedy, either at law or in equity, against the Party in default including but not limited to withholding disbursement of payments provided for in this Agreement.

ARTICLE XI

INSURANCE

Developer shall provide, or cause to be provided, general liability insurance in the types and amounts set forth on **Exhibit F** attached hereto and made a part of this Agreement. Developer shall furnish RACM and City a certificate or certificates of insurance naming RACM and the City as additional insureds with respect to the insurance provided pursuant to this Article XI. The certificates shall provide that the insurance company will furnish RACM and the City with a 30 day written notice of cancellation, non-renewal or material change. Developer's obligations with respect to this Article XI shall terminate with the issuance of the Certificate of Completion.

ARTICLE XII

INDEMNIFICATION

Developer agrees to indemnify and hold harmless RACM and the City, their officers, employees, officials and agents (collectively, the "Indemnified Parties") from and against any and all losses, claims, damages, expenses and all suits in equity or actions at law (including reasonable attorney fees) and liabilities arising from, in connection with, or as a result of the operation, construction or maintenance of the Project or any actions of Developer undertaken pursuant to this Agreement. Nothing in the foregoing indemnity shall protect the Indemnified Parties against their own default, negligence or misconduct. The indemnification covenants made by Developer in this Article XII shall terminate upon the issuance of the Certificate of Completion; provided that said covenants shall continue to be effective thereafter with respect to all claims, whenever asserted, which are based on acts, omissions or other events which occurred prior to the issuance of the Certificate of Completion.

ARTICLE XIII

UNAVOIDABLE DELAYS

No Party to this Agreement, or a Party's successor in interest, shall be considered to be in breach or default of its obligations under this Agreement in the event of an Unavoidable Delay applicable to that Party. The time for the performance of an obligation under this Agreement which is subject to an Unavoidable Delay shall be extended by a period of time commensurate with the extent of the delay caused by the Unavoidable Delay or as otherwise mutually-agreed upon by Developer, the City and RACM.

ARTICLE XIV

CONFLICT OF INTEREST: REPRESENTATIVES NOT INDIVIDUALLY LIABLE

No member, official, agent or employee of RACM or the City shall have any personal financial interest, direct or indirect, in this Agreement, nor shall any such member, official, agent or employee participate in any decision relating to this Agreement which affects such person's personal interests or the interests of any corporation, partnership or association in which such person is, directly or indirectly, interested. No member, official, agent or employee of RACM or the City shall be personally liable to Developer, or any successor in interest in the event of any default or breach by RACM or the City or for any amount which may become due to Developer, under the terms of this Agreement.

ARTICLE XV

HUMAN RESOURCES

With regard to the design and construction of the Project, Developer shall comply with the requirements set forth in the Human Resources Agreement attached hereto as **Exhibit C** which shall require "best efforts" to achieve utilization of certified Small Business Enterprises

for 25% of Project construction costs, purchase of services and supplies and for professional services; utilization of unemployed and underemployed residents for no less than 40% of the total "worker hours" expended on Project construction; and compliance with applicable state and municipal labor standards.

ARTICLE XVI

RECORDS

17.1 Developer shall keep accurate, full and complete books and accounts with respect to the costs of implementing and constructing the Project and shall include a provision in all its contracts for construction of the Project requiring its contractors and subcontractors to do the same. All such books and accounts shall be maintained in accordance with generally accepted accounting principles consistently applied, and shall be kept for a period of seven years subsequent to Substantial Completion of the Project.

17.2 The City's Comptroller shall have the right, upon reasonable notice to Developer, its contractors or subcontractors as the case may be, to examine such books and accounts of Developer, its contractors or subcontractors relating to the Project during normal business hours.

ARTICLE XVII

NOTICES

Any written notice required to be sent to any Party shall be forwarded to the following, as applicable:

City:

City of Milwaukee
809 North Broadway
Milwaukee, WI 53202
Attn: Commissioner of City Development

RACM:

Redevelopment Authority of the City of Milwaukee
809 North Broadway
Milwaukee, WI 53202
Attn: Executive Director/Secretary

With a copy to:

Office of City Attorney
800 City Hall
200 East Wells Street
Milwaukee, WI 53202
Attn: Jeremy R. McKenzie

Developer:
WAPP II Development Company, LLC
c/o: Irgens
833 East Michigan Street, Suite 400
Milwaukee, WI 53202
Attn: CEO/Manager

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

19.1 Limitations of Waivers. If any term contained in this Agreement should be breached by any Party and thereafter waived by another Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive the same or other or any future breach hereunder on any other occasion. No remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity or by virtue of other contracts. No delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time and as often as may be deemed expedient. To entitle any Party to exercise any remedy reserved or available to it, it shall not be necessary to give any notice other than such notice as may be expressly required by this Agreement.

19.2 Amendments. This Agreement shall not be amended, changed, modified, altered or terminated without the written consent of Developer, the City and RACM.

19.3 Successors. It is intended and agreed that, for the period specified in this Agreement, the covenants of Developer, provided in this Agreement shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, RACM and the City, against Developer.

19.4 Governing Law and Termination. The laws of the State of Wisconsin shall govern this Agreement. This Agreement shall terminate on the Termination Date or may be terminated earlier by Developer at any time prior to the disbursement of any of the Grant by RACM to Developer.

19.5 Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, in all cases because the provision conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections of this Agreement shall not affect the remaining portions of this Agreement, or any part thereof.

19.6 Approvals. Whenever this Agreement requires the consent or approval of RACM or allows the discretion of RACM to be exercised, the Executive Director shall have the authority to provide such consent or approval or to exercise such discretion. Whenever in this Agreement the consent or approval of the City is required or the discretion of the City may be exercised, the Commissioner shall have the authority to provide such consent or approval or to exercise such discretion. Any and all approvals and consents required of any Party hereunder shall not be unreasonably withheld or unduly delayed and shall be granted or withheld consistent with the agreements of the Parties set forth in this Agreement with respect to the nature and scope of the development of the Project.

19.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument. Any Party may execute this Agreement by facsimile; provided that such Party provides an original of the facsimile signature to each Party within five calendar days of transmission of the facsimile signature.

19.8 Recording. Any Project Documents to be recorded with the Register of Deeds Office shall be recorded at Developer's expense.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

WAPP II Development Company, LLC

By: IDP WAPP II Development, LLC, its Manager

By: Irgens Partners, LLC, its Manager

By: *Mark F. Irgens*

Name: Mark F. Irgens

Title: CEO/Manager

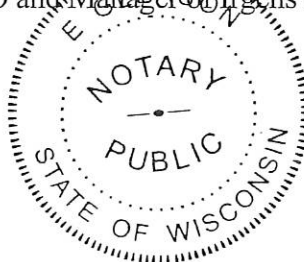
ACKNOWLEDGMENT

STATE OF WISCONSIN)

) ss:

MILWAUKEE COUNTY)

The foregoing instrument was acknowledged before me this 19th day of December, 2017, by Mark F. Irgens, CEO and Manager of Irgens Partners, LLC. On behalf of said entity.



Name: *E. Glisan*

Notary Public, State of Wisconsin

My Commission Expires: 7/7/19

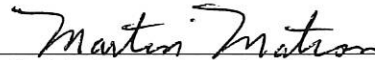
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

CITY OF MILWAUKEE



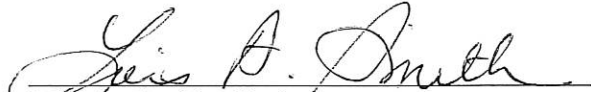
Tom Barrett, Mayor


James Owczarski, City Clerk
COUNTERSIGNED:



Martin Matson, Comptroller

**REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE**



Lois A. Smith, Chair




David P. Misky, Assistant Executive
Director/Secretary

Signatures of Tom Barrett, Mayor; James R. Owczarski, City Clerk; Martin Matson, Comptroller, David P. Misky, and Lois A. Smith authenticated this 18 day of January, 2018


Jeremy R. McKenzie, Assistant City Attorney
State Bar No. 1051310

Approved as to form, content and execution
this 18 day of January, 2018.



Assistant City Attorney
1050-2017-1045:241904v2

SCHEDULE OF EXHIBITS

Exhibit A	Description of Property
Exhibit B	Certificate of Completion
Exhibit C	Human Resources Agreement
Exhibit D	Preliminary Plans and Specifications
Exhibit E	List of Project Elements
Exhibit F	Insurance Certificates

Exhibit A

Legal Description of the Property

LOT 2, CERTIFIED SURVEY MAP NO. 7277, RECORDED AUGUST 5, 2003 AS DOCUMENT NUMBER 8588756, BEING A DIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5399, BEING IN THE SOUTHWEST $\frac{1}{4}$ AND SOUTHEAST $\frac{1}{4}$ OF THE SOUTH EAST $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 8 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

Exhibit B

Certificate of Completion

Document Number	CERTIFICATE OF COMPLETION
Document Number	Document Title

CERTIFICATE OF COMPLETION

Recording Area

Name and Return Address

WAPP II Development Company, LLC
c/o: Irgens
833 East Michigan Street, Suite 400
Milwaukee, WI 53202
Attn: CEO/Manager

111-0132-8

Parcel Identification Number (PIN)

Project: Park Place – TID No. 91

Property Address: 11000 West Park Place, Milwaukee, WI 53224

Developer: WAPP II Development Company, LLC

Agreement: Cooperation and Development Agreement dated as of _____ and recorded on _____ as Document No. _____ with the Register of Deeds for Milwaukee County, Wisconsin.

Legal Description: See **Exhibit “A”**

THIS IS TO CERTIFY that the undersigned, on behalf of the Redevelopment Authority of the City of Milwaukee, have caused the inspection of the Property and physical improvements constructed thereon, and that construction of said physical improvements has been completed in accordance with plans submitted

pursuant to the Cooperation and Development Agreement (Park Place) dated as of _____
(the "Agreement").

THIS CERTIFICATE when signed by the Redevelopment Authority of the City of Milwaukee shall constitute a conclusive determination of satisfaction and termination of the agreements and covenants in Agreement with respect to the obligations of WAPP II Development Company, LLC and its successors and assigns to construct improvements on the Property.

ISSUANCE OF THIS CERTIFICATE shall mean that the Property may be conveyed, mortgaged or leased and that any party purchasing or leasing the Property shall not incur any obligation with respect to the construction of improvements on the Property and that neither the Redevelopment Authority of the City of Milwaukee nor any other party shall thereafter have or be entitled to exercise any rights or remedies or controls with respect to the Property that it might otherwise have or be entitled to exercise with respect to the Property as a result of a default in or breach of any provision of the Agreement.

Approved by the Agency on _____, by passage of Resolution No. _____.

Dated at Milwaukee, Wisconsin this ____ day of _____, 2018.

(SEAL)

**REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE**

Lois A. Smith, Chairperson

David P. Misky
Assistant Executive Director-Secretary

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, _____, Lois A. Smith, Chairperson, and David P. Misky, Assistant Executive Director-Secretary of the above-named Redevelopment Authority of the City of Milwaukee, to me known to be the persons who executed the foregoing instrument, and to me known to be such Chair and Assistant Executive Director-Secretary of said Redevelopment Authority of the City of Milwaukee, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Redevelopment Authority by its authority.

(SEAL)

Notary Public, State of Wisconsin
My Commission _____

This document was drafted by Mary L. Schanning, Assistant City Attorney.

Exhibit C

Human Resources Agreement

HUMAN RESOURCES AGREEMENT

(TID 91 – Public Improvements Project)

HUMAN RESOURCES AGREEMENT

(TID 91 – Public Improvements Project)

This Human Resources Agreement (“HR Agreement”) is entered into as of January 18, 2018 by and among the City of Milwaukee (“CITY”), a municipal corporation, (the “City”) and WAPP II Development Company, LLC, a limited liability company created under the laws of the State of Wisconsin, (“DEVELOPER”).

WHEREAS, the parties to this HR Agreement acknowledge and understand that this HR Agreement is executed in conjunction with the Cooperation and Development Agreement dated even herewith (“Development Agreement”) and constitutes the “Human Resources Agreement” referenced therein executed by DEVELOPER and CITY in connection with the implementation the Development Agreement;

WHEREAS, DEVELOPER acknowledges that CITY has established policies regarding the utilization of SBEs (defined below) and the RPP (define below), in Chapters 355 and 370 of the Milwaukee Code of Ordinances (“MCO”); and

WHEREAS, DEVELOPER acknowledges that approval and execution of the Development Agreement was conditioned upon the DEVELOPER, its affiliates and their agents, agreeing to use best efforts to meet the requirements of this HR Agreement with respect to the development of the PROJECT, as defined in the Development Agreement.

NOW, THEREFORE, the parties agree as follows:

I. DEFINITIONS.

1. SMALL BUSINESS ENTERPRISE (“SBE”) is a business that has been certified by the City of Milwaukee Office of Small Business Development (the “SBE Office”) based on the requirements of MCO § 370-25.

2. JOINT VENTURE is an association of two or more persons or businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and/or knowledge.

3. PROJECT means the PROJECT, as defined and more particularly described in the Development Agreement.

4. PROJECT COSTS means all costs of the PROJECT, but less and excluding all costs associated with the purchase, lease or right to use any land; permit fees paid to CITY or any other governmental entity or quasi-governmental entity; utility company fees; financing and interest expenses; insurance premiums; work within trades for which there is no available SBE participation; other work not contracted through DEVELOPER and over which DEVELOPER does not have direction or control in the selection of contractors or material providers for the same; and other costs approved by DEVELOPER and the SBE Office, with such approval not being unreasonably withheld. DEVELOPER or its representatives and the SBE Office shall meet and confer to determine the eligible PROJECT COSTS for such phase or portion of the PROJECT.

5. RESIDENT PREFERENCE PROGRAM (“RPP”) means the participation of unemployed and underemployed city residents in the project’s construction based on the requirements of MCO § 355-7.

II. **SMALL BUSINESS ENTERPRISE PROGRAM.**

DEVELOPER shall, in developing and constructing the PROJECT, use Best Efforts, as defined below, to utilize SBEs for no less than 25% of the total PROJECT construction costs including the amounts expended for the purchase of non-professional services and supplies and 18% of the amounts expended for the purchase of professional services for the PROJECT

deemed eligible pursuant to SBE guidelines, as summarized in **Exhibit A “Categories of Work.”**

A. “Best Efforts,” when exercised by DEVELOPER in conjunction with the SBE participation in the PROJECT, is defined as DEVELOPER completing all of the following activities:

1. Advertise in general circulation and trade association media, as well as in community newspapers regarding contracting and subcontracting opportunities. Advertising in the Daily Reporter and two other publications shall be the minimum acceptable level of performance. Complete **Exhibit B “SBE Marketing Plan – Publications/Advertising Contacts”** and submit it to the SBE Office.
2. Provide interested SBEs and the agencies listed in **Exhibit C “SBE Marketing Plan – Community Agency Contacts”** with adequate information about the PROJECT plans, specifications, and contract/subcontract requirements at least two weeks prior to the date the contract bidding process commences. DEVELOPER shall document Community Agency Contacts by completing the Contact Sheet attached as **Exhibit C1 “SBE Contact Sheet”** and submitting the completed Contact Sheet to the SBE Office prior to commencement of the bidding process.
3. Complete and submit **Exhibit D “Form A – Contractor Compliance Plan”** to the SBE Office upon execution of the prime contractor’s contract, if any, or upon commencement of construction.
4. Conduct pre-bid or selection conferences and a walk-through at least two weeks in advance of the date that bids are due.
5. Provide written notice of the PROJECT to all pertinent construction trade and professional service SBEs listed in the current City of Milwaukee Directory soliciting their services in sufficient time (at least two weeks) to allow those businesses to participate effectively in the contract bidding or selection process. To identify SBEs for the PROJECT, utilize the current *Official City of Milwaukee SBE Directory* published by CITY’s SBE Office. The directory can be accessed on-line at:

<https://milwaukee.diversitycompliance.com/FrontEnd/VendorSearchPublic.asp?TN=milwaukee&XID=2276>
6. Follow-up with SBEs who show an interest in the PROJECT during the initial solicitation process and document contact with SBE firms using **Exhibit E “SBE Solicitation Form.”**

7. Select trade and professional service areas for SBE awards wherein the greatest number of SBEs exist to perform the work, thereby increasing the likelihood of contracts or subcontracts being awarded to SBEs. Where appropriate, split contracts or subcontracts into smaller, economically feasible units to facilitate SBE participation.
8. Negotiate in good faith with interested SBEs, not reject SBE bids or proposals as unqualified or too high without sound reasons based on a thorough review of the bid or proposal submitted and maintain documentation to support the rejection of any SBE bid or proposal. Bids that are not cost effective and/or are not consistent with the PROJECT schedule will be considered “rejectable.” Rejected bids or proposals shall be documented on **Exhibit F “SBE Rejection of Bid or Proposal Form.”**
9. Utilize the services available from public or private agencies and other organizations for identifying SBEs available to perform the work.
10. Include in the PROJECT bid, RFP or selection documents and advertisements an explanation of PROJECT requirements for SBE participation to prospective contractors and subcontractors.
11. As necessary and whenever possible, facilitate the following:
 - (a) Joint ventures, limited partnerships or other business relationships intended to increase SBE areas of expertise, bonding capacity, credit limits, etc.
 - (b) Training relationships
 - (c) Mentor/protégé agreements

B. If DEVELOPER completes the aforementioned activities it shall be deemed that DEVELOPER has acted in “good faith” and has satisfied the requirement for using Best Efforts for SBE participation for the PROJECT.

C. If at any point during the term of this HR Agreement, DEVELOPER meets or exceeds the 25% requirement for SBE participation for the construction, including supplies and non-professional services, of any phase or portion of the PROJECT or the 18% requirement for SBE participation for the purchase of professional services for any phase or portion of the PROJECT, whether commenced before or after the date hereof, it shall be deemed that

DEVELOPER has achieved or exceeded CITY's SBE requirement with respect to the Project, for the purposes of fulfilling the terms of this HR Agreement.

D. Contract or subcontract amounts awarded to SBE suppliers, that do not manufacture products they supply, may only be counted for up to one-fifth of the SBE participation requirement for construction supplies described in subsection C, above.

III. RESIDENT PREFERENCE PROGRAM.

DEVELOPER shall, in developing and constructing the PROJECT, use Best Efforts, as defined below, to utilize unemployed or underemployed residents, as defined in sec. 355-1-3 of the MCO, for no less than 40% of the total "worker hours" expended on "Construction," as those terms are defined in sec. 309.41 of the MCO,¹ included in PROJECT COSTS but less and excluding all non-Construction PROJECT COSTS.

A. "Best Efforts," when exercised by DEVELOPER in conjunction with the RPP participation in the PROJECT, is defined as DEVELOPER completing all of the following activities:

1. Listing and causing contractors and sub-contractors to list open positions with any first source hiring agency specified by the SBE Office.
2. Disseminating information provided by the SBE Office to all contractors and sub-contractors on how to recruit unemployed and underemployed residents.
3. Listing and causing contractors and sub-contractors to list job openings with Wisconsin Job Service, W-2 agencies and other agencies as specified by the SBE Office.
4. Working in cooperation with CITY, identifying and implementing any other activities and steps to maximize utilization of unemployed and underemployed residents on the PROJECT.

¹ The definition of "Construction" shall mean "Construction" as defined in sec. 309.41 of the MCO, but as modified to reflect the private nature of the PROJECT.

5. Disseminating the Employee Affidavit form, attached as **Exhibit G**, to all contractors and sub-contractors for their use in documenting RPP compliance.
6. Causing contractors and sub-contractors to participate in training on the CITY's LCP Tracker Labor Compliance Software.
7. Throughout the construction of the PROJECT, causing contractors and sub-contractors to provide timely payroll information, on at least a monthly basis, via LCP Tracker, including data on the race, gender, zip code, trade and hourly wage of unemployed and underemployed residents utilized in the PROJECT.

B. Prior to the commencement of the PROJECT, DEVELOPER or its representatives and the SBE Office shall meet and confer to determine the eligible PROJECT COSTS, which are Construction costs subject to the Best Efforts RPP requirement.

C. DEVELOPER shall file the reports attached as **Exhibit H "Construction RPP Hours Calculation"** to evidence compliance with RPP requirements with the SBE Office. All RPP reports shall be accompanied by supporting Employee Affidavits, in the form attached as **Exhibit G**.

D. Apprenticeship and On-The-Job Training Requirements. In accordance with sec. 355-9-1 of the MCO, DEVELOPER shall require its contractors and subcontractors on the PROJECT to employ apprentices and on-the-job trainees in the performance of all construction contracts and subcontracts for the PROJECT in accordance with the maximum ratio of apprentices to journeymen established by the Wisconsin Department of Workforce Development and in accordance with the following requirements:

1. One-quarter of the apprentices and on-the-job trainees required for the PROJECT as measured in worker hours, shall be unemployed or underemployed residents of the CITY. For every worker hour exceeding the requirements of this subsection, 1.5 hours shall be credited toward the 40% resident utilization requirement for the PROJECT.

2. Of the apprentice and on-the-job trainee worker hours required for the PROJECT under this section, at least 40% shall be attributable to unemployed or underemployed residents residing in zip codes established as high-poverty pursuant to sec. 355-9-1-a-2 of the MCO.

The requirements of this section E are subject to sec. 355-9-1-b of the MCO. In the event that the SBE Office finds that the apprenticeship or on-the-job training are not appropriate for the PROJECT, the requirements of this section E may be waived or adjusted administratively by the SBE Office without the need for an amendment to this HR Agreement.

IV. SBE AND RPP REPORTING.

DEVELOPER agrees to report to the SBE Office, CITY's Common Council and the Zoning, Neighborhoods and Development Committee of the CITY's Common Council on DEVELOPER's utilization of SBEs and unemployed or underemployed residents in its contracting activities for the PROJECT, pursuant to Chapters 355 and 370 of the MCO and in accordance with the requirements of this HR Agreement. In order to monitor the PROJECT's SBE and RPP worker participation, CITY requires, and DEVELOPER agrees to take the following steps:

- A. Provide a list of all categories of work for each phase or portion of the PROJECT, with budget allowances, for which bids will be solicited and highlight those categories, based upon DEVELOPER's knowledge and experience, which are conducive to SBE participation.
- B. Provide the SBE Office with documentation supporting efforts extended to solicit bids from SBEs. Upon request, DEVELOPER shall make information related to SBE bids available to the SBE Office.
- C. Submit an SBE Monthly Report to the SBE Office on or before the 20th of each month, or a quarterly report with the approval of the SBE Office, on the form attached as Exhibit I "Form D – SBE Monthly Report."
- D. Submit an SBE/RPP Report to CITY's Common Council on a quarterly basis regarding achievement of SBE and RPP standards for the duration of

construction of the PROJECT. The forms attached as Exhibit H and Exhibit I shall also be used for said quarterly reports.

- E. Upon request from the SBE Office, make a quarterly presentation to the Zoning, Neighborhoods and Development Committee of the CITY's Common Council regarding achievement of SBE and RPP standards for the duration of construction of the PROJECT. Said presentation shall be coordinated through the SBE Office.
- F. Complete and submit a final Exhibit I and Exhibit J "SBE Subcontractor Payment Form" to the SBE Office upon completion of all construction of the PROJECT.

V. LABOR STANDARDS.

DEVELOPER shall comply with all applicable state and municipal labor standards provisions on the PROJECT. DEVELOPER shall provide and cause its contractors and subcontractors to provide the SBE Office any necessary documentation relative to compliance with applicable labor standards provisions on forms specified by the SBE Office.

VI. CITY ADMINISTRATION.

The SBE Office shall have primary responsibility for the administration of this HR Agreement as well as primary monitoring and enforcement authority for the programs and activities encompassed by this HR Agreement. In exercising its responsibilities under the HR Agreement, the SBE Office shall use good faith and act in a reasonable manner. Notwithstanding the foregoing, the SBE Office shall make all information and data collected pursuant to this HR Agreement available to CITY's Department of City Development and Comptroller in order to allow fulfillment of their respective responsibilities with respect to the programs and activities encompassed by this HR Agreement. CITY's Department of City Development and Comptroller shall cooperate with and assist the SBE Office in the administration of this HR Agreement.

VII. DEVELOPER ADMINISTRATION.

DEVELOPER has retained Prism Technical Management and Marketing Services to act as DEVELOPER's consultant and to assist in record keeping, collection of information and the filing of all reports necessary to demonstrate compliance with the requirements of this HR Agreement. DEVELOPER shall also comply with the reporting requirements set forth in Section IV of this HR Agreement.

VIII. AUDIT RIGHTS.

DEVELOPER shall keep or cause others under its control, including its contractors and subcontractors to keep accurate, full and complete books and accounts with respect to costs of developing, constructing, and completing the PROJECT, including personnel records, and carrying out the duties and obligations of DEVELOPER hereunder. All the books and accounts required to be kept hereunder shall be maintained in accordance with generally accepted accounting principles consistently applied, and shall be kept for a period of seven years.

IX. PUBLIC RECORDS.

Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this HR Agreement. Both parties understand that the CITY is bound by Wisconsin Public Records Law, and as such, all of the terms of this HR Agreement are subject to and conditioned on the provisions of Wis. Stat. Section 19.21, et seq. DEVELOPER acknowledges that it is obligated to assist the CITY in retaining and producing records that are subject to Wisconsin Public Records Law, and DEVELOPER must defend and hold the City harmless from liability under that law. Except as otherwise authorized, these records shall be maintained for a period of seven years from the date of this HR Agreement.

X. NOTICES.

All notices under this HR Agreement shall be made in writing and deemed served upon depositing the same in the United States Postal Service as "Certified Mail, Return Receipt Requested," addressed as follows:

A. To the CITY: Office of Small Business Development
City of Milwaukee
200 East Wells Street
Milwaukee, WI 53202
Attn: Director

With a copy to: Department of City Development
City of Milwaukee
809 North Broadway
Milwaukee, WI 53202
Attn: Commissioner

B. To DEVELOPER: WAPP II Development Company, LLC
c/o: Irgens
833 East Michigan Street, Suite 400
Milwaukee, WI 53202
Attn: CEO/Manager

XI. SANCTIONS.

In the event that any document submitted to CITY by DEVELOPER or a contractor or subcontractor of DEVELOPER contains false, misleading or fraudulent information or demonstrates non-compliance with the requirements of this HR Agreement, the SBE Office may seek remedies available at law and in equity including specific performance and/or prosecution under sec. 355-19 of the MCO or the imposition of any of the following sanctions:

- A. Imposition of a requirement that remedial efforts be undertaken by DEVELOPER for the remaining portion of the PROJECT where initial reports demonstrate non-compliance with the use of Best Efforts to secure RPP hours required for the PROJECT.
- B. Specific performance or specified remedies under this HR Agreement.
- C. Remedies available under the Development Agreement for such non-compliance.
- D. Withholding of payments.
- E. Termination, suspension or cancellation of the Development Agreement or any contract or agreement related to the PROJECT in whole or in part.
- F. After a due process hearing, denial of DEVELOPER's right to enter into agreements with the CITY for 2 years.

XII. COUNTERPARTS.

This HR Agreement may be signed in one or more counterparts, which, when taken together, shall constitute one and the same document.

[signatures on next page]


IN WITNESS WHEREOF, the parties have executed this HR Agreement as of the 18th day of January, 2018.

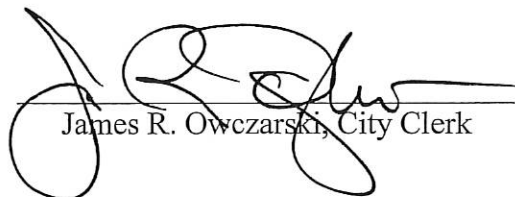
WAPP II DEVELOPMENT COMPANY, LLC

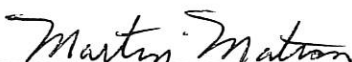
CITY OF MILWAUKEE

By: IDP WAPP II Development, LLC
Its: Manager
By: Irgens Partners, LLC, its Manager

By: 
Tom Barrett, Mayor

By: 
Mark Irgens, CEO/Manager

By: 
James R. Owczarski, City Clerk

By: 
Martin Matson, City Comptroller

Approved as to form and execution and content
this 18 day of January, 2018


Jeremy R. McKenzie, Assistant City Attorney

CAO Doc. 241393v2

EXHIBIT A
CATEGORIES OF WORK

CATEGORIES OF WORK
CONSTRUCTION BUDGET FOR
_____ PROJECT

<u>WORK DESCRIPTION</u>	<u>GENERAL</u>	<u>SUPPLIER ITEMS</u>
SITE PREPARATION:		
DEMOLITION	\$0.00	
EXCAVATION	\$0.00	
SOIL HAULING & DISPOSAL	\$0.00	
STORMWATER MANAGEMENT SYSTEM	\$0.00	
OTHER SITE:	\$0.00	
 BUILDING CONSTRUCTION:		
FOOTINGS & FOUNDATION	\$0.00	
FLOOR SLAB	\$0.00	
STRUCTURAL STEEL**	**	\$0.00
GLAZING	\$0.00	
MASONARY	\$0.00	
ROOFING	\$0.00	
ROUGH CARPENTRY	\$0.00	
FINISH CARPENTRY	\$0.00	
DOORS, FRAMES & MILLWORK	\$0.00	
HVAC EQUIPMENT**	**	\$0.00
PLUMBING	\$0.00	
FIRE PROTECTION	\$0.00	
ELECTRICAL	\$0.00	
DRYWALL	\$0.00	
CEILINGS	\$0.00	
FLOORING	\$0.00	
CERAMIC TILE	\$0.00	
LIGHTING	\$0.00	
PAINTING/INTERIOR FINISH	\$0.00	
OTHER:	\$0.00	
OTHER:	\$0.00	
OTHER:	\$0.00	
 SITE IMPROVEMENTS:		
PAVING	\$0.00	
LATERALS/CATCH BASIN	\$0.00	
LANDSCAPING	\$0.00	
FENCING	\$0.00	
OTHER:	\$0.00	
TOTAL HARD COSTS	----- \$0.00	----- \$0.00

PROFESSIONAL SERVICES

ARCHITECTUAL	\$0.00
ENGINEERING	\$0.00
LEGAL SERVICES	\$0.00
SURVEY	\$0.00
ENVIRONMENTAL	\$0.00
GENERAL CONTRACTOR	\$0.00
CONSTRUCTION MANAGER	\$0.00
OTHER:	\$0.00

TOTAL PROFESSIONAL SERVICES	\$0.00
------------------------------------	---------------

COST SUMMARY & SBE CALCULATIONS

CONSTRUCTION EXCLUDING SUPPLIER ITEMS
SUPPLIER AMOUNT **
PROFESSIONAL SERVICES

CATEGORY RATE SBE REQUIREMENT

\$0.00	___%	\$0.00
\$0.00	___%	\$0.00
\$0.00	___%	\$0.00

TOTAL SBE REQUIREMENTS	\$0.00
-------------------------------	---------------

EXHIBIT B

SBE MARKETING PLAN – PUBLICATIONS/ADVERTISING CONTACTS

Milwaukee Times

(Published weekly)

1936 North King Drive, Milwaukee, WI 53212

Tele. No: (414) 263-5088

Contacted _____ yes _____ no

Contact Person _____

Date and Time _____

The Milwaukee Courier

(Published weekly)

2003 W. Capitol Drive, Milwaukee, WI 53206

Tele No: (414) 449-4860

Fax: (414) 906-5383

Contacted _____ yes _____ no

Contact Person _____

Date and Time _____

Milwaukee Community Journal, Inc.

(Published twice weekly)

3612 North King Drive, Milwaukee, WI 53212

Tele No: (414) 265-5300

Contacted _____ yes _____ no

Contact Person _____

Date and Time _____

Daily Reporter

(Published daily M-F)

225 E. Michigan St., Suite 540, Milwaukee, WI 53202

Tele No: (414) 276-0273

Fax: (414) 276-8057

Contacted _____ yes _____ no

Contact Person _____

Date and Time _____

Spanish Journal

(Published weekly)

611 West National Avenue, Suite 316, Milwaukee, WI 53204

Tele No: (414) 643-5683

Fax: (414) 643-8025

Contacted _____ yes _____ no

Contact Person _____

Date and Time _____

EXHIBIT C
SBE MARKETING PLAN – COMMUNITY AGENCY CONTACTS

National Association of Minority Contractors

6122 North 76th Street
Milwaukee, WI 53218
(414) 454-9475

The Milwaukee Urban League

435 West North Avenue
Milwaukee, WI 53212
(414) 374-5850

African American Chamber-Commerce

633 W Wisconsin Ave., Suite 1001
Milwaukee, WI 53203
(414) 462-9450

Hispanic Chamber of Commerce of Wisconsin

1021 W National Ave.
Milwaukee, WI 53204
(414) 643-6963

Hmong Wisconsin Chamber of Commerce

6815 W. Capitol Drive, Suite 204

Milwaukee, WI 53216

(414) 645-8828

EXHIBIT C1
Small Business Enterprise (SBE)
Contact Sheet

Name of Agency	Address of Agency	Contact Person	Date of Contact	Time of Contact



Exhibit D
CITY OF MILWAUKEE
OFFICE OF SMALL BUSINESS DEVELOPMENT
FORM A - CONTRACTOR COMPLIANCE PLAN

Please list **all** proposed subcontractor(s) and/or material suppliers for this project.

I. GENERAL INFORMATION (REQUIRED)

Project Name: _____ SBE Participation: _____ % Total Dollar Amount: \$ _____

Project Description: _____

II. PRIME CONTRACTOR INFORMATION (REQUIRED)

Contractor Name: _____
 Address: _____
 City/State/Zip: _____
 Contact Person: _____ Title: _____
 Phone: _____ Fax: _____ E-mail: _____
 City of Milwaukee SBE Certification: _____ Yes _____ No

III. ACKNOWLEDGEMENT (REQUIRED)

I certify that the information included in this Compliance Plan is true and complete to the best of my knowledge.

Name of Authorized Representative: _____ Title: _____
 Signature: _____ Date: _____

FOR STAFF USE ONLY

Reviewed by OSBD Staff: _____ Date: _____



**CITY OF MILWAUKEE
OFFICE OF SMALL BUSINESS DEVELOPMENT
FORM A - CONTRACTOR COMPLIANCE PLAN**

List all subcontractor information in its entirety. Only SBE firms certified through the City Of Milwaukee Office of Small Business Development will be counted towards specified SBE requirements. Individual subcontractor SBE percentages should equal the overall participation as listed on Page 1. Please visit the OSBD website www.milwaukee.gov/osbd for a complete list of certified firms.

IV. SUBCONTRACTOR INFORMATION

Subcontractor Name: _____

Contact Person: _____

Phone: _____ Fax: _____ E-mail: _____

City of Milwaukee SBE Certification: _____ Yes _____ No

Work performed / Materials supplied: _____

Please identify the proposed award amount and percentage of the contract the subcontractor will fulfill (if applicable).

Proposed Award: \$ _____ Percentage of contract: _____ %

Owner/Representative Signature: _____ Date: _____

Subcontractor Name: _____

Contact Person: _____

Phone: _____ Fax: _____ E-mail: _____

City of Milwaukee SBE Certification: _____ Yes _____ No

Work performed / Materials supplied: _____

Please identify the proposed award amount and percentage of the contract the subcontractor will fulfill (if applicable).

Proposed Award: \$ _____ Percentage of contract: _____ %

Owner/Representative Signature: _____ Date: _____

PLEASE DUPLICATE AS NEEDED TO PROVIDE ADDITIONAL SUBCONTRACTOR INFORMATION

Department of Administration
Office of Small Business Development
City Hall, Room 606
200 East Wells Street
Milwaukee, WI 53202
Information Line: 414-286-5553 Fax: 286-8752
osbd@milwaukee.gov
www.milwaukee.gov/osbd

Updated: December 23, 2015

Exhibit E
SMALL BUSINESS ENTERPRISE (SBE)
SOLICITATION FORM

Name & Address of SBE Firm _____

Name of Individual Contacted _____ Phone Number _____

Type of Work _____ Date and Time of Contact _____

Quotation or Proposal Received _____

REMARKS: THESE SHOULD INCLUDE ANY FOLLOW UP ACTIONS. IN THE EVENT THAT THE SMALL BUSINESS ENTERPRISE WILL NOT BE UTILIZED, INCLUDE AN EXPLANATION OF THE REASON (s) WHY THE FIRM WILL NOT BE USED. FOR EXAMPLE: IF THE ONLY REASON FOR NON-UTILIZATION WAS PRICE, THE EXPLANATION SHOULD REFLECT WHAT STEPS WERE TAKEN TO REACH A COMPETITIVE PRICE LEVEL.

REMARKS:

EXHIBIT F
SMALL BUSINESS ENTERPRISE (SBE)
Rejection of Bid or Proposal Form

Name and Address of SBE firm	Type of Work	Bid or Proposal		Actual Award	Reasons for bid rejection	Approved By
		Submitted by SBE				
1						
2						
3						
4						
5						
6						
7						
8						

EXHIBIT G

FORM RPP (Rev.2009)

Contractor Name: _____

Development Project Name _____

Employee Affidavit

Residents Preference Program

I certify that I maintain my permanent residence in the City of Milwaukee and that I vote, pay personal income tax, obtain my driver's license, etc. at

_____, Milwaukee, WI _____

(Address)

(Zip Code)

Residency status:

To verify my resident status, attached please find the following (check one)

- _____ Copy of my voter's certification form.
- _____ Copy of my last year's Form 1040.
- _____ Copy of my current Wisconsin Driver's License or State ID.
- _____ Copy of Other (i.e., Utility bill, Lease, etc.)

AND

Unemployment status:

I certify that I have been unemployed as follows: (Check those that apply)

- _____ I have worked less than 1,200 hours in the preceding 12 months.
- _____ I have not worked in the preceding 15 days.

OR

Underemployed status:

_____ I certify that based on the attached chart (Income Eligibility Guidelines), I am underemployed.

Print Name

Sign Name

Social Security Number

Home Telephone Number

Subscribed and sworn to me this _____ day

Of _____, _____ A.D.
My Commission Expires _____.

Notary Public Milwaukee County

RPP Chart

Income Eligibility Guidelines July 1, 2017 to June 30, 2018

Eligibility determination is based on household size and income.
Total income must be at or below the amounts in this table.

Household Size	Yearly	Monthly	Twice per month	Every 2 weeks	Weekly
1	22,311	1,860	930	859	430
2	30,044	2,504	1,252	1,156	578
3	37,777	3,149	1,575	1,453	727
4	45,510	3,793	1,897	1,751	876
5	53,243	4,437	2,219	2,048	1,024
6	60,976	5,082	2,541	2,346	1,173
7	68,709	5,726	2,863	2,643	1,322
8	76,442	6,371	3,186	2,941	1,471
For Each Additional Household Member Add	7,733	645	323	298	149

Source: Wisconsin Department of Public Instruction

EXHIBIT H

_____ Project
 Construction RPP Hours Calculation
 Phase _____

RPP Goal

Total Construction Hours Worked Pursuant to § 355-7.1a. "Worker Hours" includes work performed by persons filling apprenticeship and on-the-job training programs and excludes the number of hours of work performed by all non-Wisconsin residents.	
Multiplied by 40%	
Applicable RPP Goal	
Total RPP Construction Hours	
RPP Hour Surplus/Shortfall	
RPP Percentage (Total RPP Construction Hours/Total Construction Hours Worked)	

EXHIBIT I



CITY OF MILWAUKEE
DEPARTMENT OF ADMINISTRATION
OFFICE OF SMALL BUSINESS DEVELOPMENT

FORM D

SBE MONTHLY REPORT

The monthly report should be completed in its entirety and submitted no later than the 20th of every month to DOA-Office of Small Business Development. If this represents the final report, Form E - SBE Payment Certification should be attached for each subcontractor.

SECTION I. GENERAL INFORMATION (REQUIRED)

Month: _____ Final Report: Yes _____ No _____
 City of Milwaukee
 Prime Contractor: _____ SBE Certification: Yes _____ No _____
 Address: _____ City/State/Zip: _____
 Purchase Order / Contract #: _____ Project Name/Number: _____
 Description of service performed and/or materials supplied: _____
 Prime Contractor's Total: \$ _____ Prime Contractor's JTD: \$ _____
 Start Date: _____ Completion Date: _____
 SBE Participation Requirement: \$ _____ / _____ %

SECTION II. SUBCONTRACTOR INFORMATION (REQUIRED)

List all SBE subcontractor firm(s) utilized in connection with the above contract, either as service performed and/or supplier for the month. Only SBE firms certified through the City Of Milwaukee Office of Small Business Development will be counted towards specified SBE requirements. Please visit the OSBD website www.milwaukee.gov/osbd for a complete list of certified firms.

Name of SBE Firm	Service Performed / Material Supplied	Amount Paid for the Month	Total Amount Paid JTD
Total Payments to SBE			

SECTION III. ACKNOWLEDGEMENT (REQUIRED)

I/we hereby certify that I/we have read the above and approved this information to be precise and confirmed. I further understand that failure to return this form by the specified time may cause a delay in payments (if applicable).

Report Prepared By: _____ Title: _____ Date: _____
 Authorized Signature: _____ Title: _____ Date: _____

Department of Administration
Office of Small Business Development
City Hall, Room 606
200 East Wells Street
Milwaukee, WI 53202
Information Line: 414-286-5553 Fax: 414-286-8752
www.milwaukee.gov/osbd

Updated: December 23, 2015

DIRECTIONS FOR COMPLETING FORM D - MONTHLY REPORT

SECTION I. GENERAL INFORMATION

Please provide all contractual information as indicated in Section I.

If the purchase order/ contract or project requires Small Business Enterprise (SBE) requirements, please indicate the percentage in the designated area.

SECTION II. SUBCONTRACTOR INFORMATION

Monthly reports are due by the 20th of each month via fax at 414-286-8752 or US Postal Service.

The data should indicate payments for the previous month. If there are zero payments for a reporting period, a monthly report indicating such should still be submitted.

Only report payments to City of Milwaukee SBE firms. Non-SBE firms will not be counted towards participation requirements.

Please duplicate the form if you need to add additional payment information.

SECTION III. ACKNOWLEDGEMENT

Sign and date Form D signifying that all information is precise and confirmed. Unsigned forms will not be accepted.

Updated: December 23, 2015

EXHIBIT J



CITY OF MILWAUKEE
DEPARTMENT OF ADMINISTRATION
OFFICE OF SMALL BUSINESS DEVELOPMENT
FORM E

SBE SUBCONTRACTOR FINAL PAYMENT CERTIFICATION

This form is to be completed and signed by the Prime Contractor and SBE subcontractor firms that were utilized in connection with contract listed below, either for service performed and/or as a supplier.

Prime Contractor Name: _____

Prime Contractor's Bid or RFP#: _____ Purchase Order or Contract # _____

Project Name: _____

I hereby certify that our firm has paid the listed amount to the SBE Subcontractor as indicated below for work performed and/or material supplied on the above contract.

Authorized Signer: _____ Date: _____

Subcontractor Name: _____

Total payment received \$ _____

I hereby certify that our firm has received the listed amount from the Prime Contractor as indicated above for subcontract work performed and/or material supplied on the above contract.

Owner/Representative Signature: _____ Date: _____

Submit this form with the Prime Contractor's final FORM D (SBE Monthly Report) to:

Department of Administration
Office of Small Business Development
City Hall – Room 606
200 East Wells St
Milwaukee, WI 53202
(or fax to 414-286-8752)

Ref: OSBD Forms/ Form E – Payment Certification Form
Updated: February 25, 2013

EXHIBIT K

Legal Description

LOT 2, CERTIFIED SURVEY MAP NO. 7277, RECORDED AUGUST 5, 2003 AS DOCUMENT NUMBER 8588756, BEING A DIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5399, BEING IN THE SOUTHWEST $\frac{1}{4}$ AND SOUTHEAST $\frac{1}{4}$ OF THE SOUTH EAST $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 8 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

Exhibit D

Preliminary Plans and Specifications

City of Milwaukee Common Council Resolution File # 170295

Waters II at Park Place
Core & Shell Package
Construction Documents – Plan Commission
July 14, 2017

CIVIL

C001 – Site Survey
C002 – Site Preparation & Erosion Control Plan
C100 – Site Plan
C200 – Grading Plan
C300 – Utility Plan

LANDSCAPE

L100 – Landscape Plan

Exhibit E

List of Project Elements

- Median Improvements
- Pavement
- Sidewalk Improvements
- Lighting
- Landscaping
- Trucking
- Earthwork
- Curb & Gutter
- Stormwater Management Infrastructure
- Bike and Pedestrian Improvements

Exhibit F

Insurance Certificates



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/30/2017

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

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

PRODUCER Aon Risk Services Central, Inc. Green Bay WI Office 111 N. Washington Street, Suite 300 P. O. Box 23004 Green Bay WI 54305-3004 USA		CONTACT NAME: PHONE (A/C. No., Ext.): (920) 437-7123 FAX (A/C. No.): (920) 431-6345 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED WAPP II Development Company, LLC C/O IRGEN5 833 EAST MICHIGAN STREET, SUITE 400 MILWAUKEE WI 53202 USA		INSURER A: National Fire Ins. Co. of Hartford	20478
		INSURER B: Valley Forge Insurance Co	20508
		INSURER C: Continental Casualty Company	20443
		INSURER D:	
		INSURER E:	
		INSURER F:	

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570069357341 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL ENDR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6016201727 GENERAL LIABILITY	12/15/2016	12/15/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HRED AUTOS ONLY			6016201694 Automobile Policy	12/15/2016	12/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			6016201730 Umbrella	12/15/2016	12/15/2017	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WC 6 45414163 Workers compensation	12/15/2016	12/15/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE-EA EMPLOYEE \$100,000 E.L. DISEASE-POLICY LIMIT \$500,000

Certificate No : 570069357341

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 ADDITIONAL INSURED ON THE GENERAL LIABILITY REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE AND THE CITY OF MILWAUKEE AS RESPECTS TO THE WORK BEING DONE PER BLANKET ADDITIONAL INSURED ENDORSEMENT, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE 509 N BROADWAY #2 MILWAUKEE WI 53202 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

RECORDED
01/24/2018 1:55 PM

JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00

FEE EXEMPT #:

***This document has been electronically recorded and returned to the submitter. **

Document Number	PILOT AGREEMENT
Document Title	

**PAYMENT IN LIEU
OF TAXES AGREEMENT**

(TID 91-A.O. Smith Technology Center Project)

Recording Area

Name and Return Address

Jeremy R. McKenzie
Assistant City Attorney
Office of the City Attorney
200 East Wells Street, Suite 800
Milwaukee, WI 53202

Parcel Identification Number (PIN) 111-0132-8

This PILOT AGREEMENT for payments in lieu of taxes ("PILOT Payments") is made by and between WAPP II Development Company, LLC a Wisconsin limited liability company, ("OWNER") and the City of Milwaukee, a Wisconsin municipal corporation ("CITY"), as of the 18th day of January, 2018

RECITALS

WHEREAS, OWNER is the owner of the real property legally described on **Exhibit A** (the "PROPERTY"); and

WHEREAS, OWNER recognizes that, notwithstanding the fact that portions of the PROPERTY may in the future qualify for tax exempt status, valuable government services and benefits will be provided to it and the PROPERTY, which services and benefits directly or

PILOT AGREEMENT

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Name and Return Address

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Office of the City Attorney
200 East Wells Street, Suite 800
Milwaukee, WI 53202

Parcel Identification Number (PIN) 111-0132-8

 **COPY**

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RECITALS

WHEREAS, OWNER is the owner of the real property legally described on **Exhibit A** (the “PROPERTY”); and

WHEREAS, OWNER recognizes that, notwithstanding the fact that portions of the PROPERTY may in the future qualify for tax exempt status, valuable government services and benefits will be provided to it and the PROPERTY, which services and benefits directly or

indirectly relate to the public health, safety, and welfare, and which include, but are not limited to: fire and police protection; paved streets and streetlights; snow removal; benefits associated with living in an organized community; and

WHEREAS, The PROPERTY includes all of the land required for the A.O. Smith Technology Center (the "BUILDING") referenced in the Cooperation and Development Agreement, dated even herewith, (the "DEVELOPMENT AGREEMENT"); and

WHEREAS, In Common Council Resolution File No. 170504, adopted September 6, 2017, the Common Council approved the Project Plan for Tax Incremental District No. 91 ("TID 91") in order to provide a "Grant" as defined in the DEVELOPMENT AGREEMENT, for certain infrastructure defined in the DEVELOPMENT AGREEMENT as the "Project", which costs directly benefit OWNER and the PROPERTY; and

WHEREAS, OWNER agrees for itself and its successors and assigns, in the event that the PROPERTY is or becomes exempt from payment of property taxes, to make PILOT Payments to CITY in recognition of the services and benefits referred to herein and the provision of financial assistance to the Project pursuant to the DEVELOPMENT AGREEMENT; and

WHEREAS, it is the intent of this PILOT AGREEMENT to have OWNER and all future owners and tenants of the PROPERTY, any parcel or building which is within the PROPERTY or any portion thereof, make payments in lieu of taxes, in the event that the PROPERTY is or becomes exempt from payment of property taxes, in order to assure the financial viability of TID 91; and

NOW, THEREFORE, For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. INCORPORATION OF RECITALS.

The parties hereby acknowledge that the above Recitals are part of this PILOT AGREEMENT.

2. CITY SERVICES.

A. Services Typically Covered by Property Tax.

CITY agrees to continue to furnish governmental services and benefits to the PROJECT and the PROPERTY of the same type, and to the extent, as are furnished from time to time, without cost or charge (except by means of property tax and authorized fees and charges), to other similarly situated commercial buildings and projects in CITY. Nothing in this PILOT AGREEMENT shall be construed to give OWNER or its successors and assigns a contractual right to specific governmental services, or to impose upon CITY any additional duties, it being the parties' intent that CITY provide public services to the BUILDING and the PROPERTY subject to the same terms and conditions as apply to properties owned by citizens or the public generally. Such services and benefits include, but are not limited by specific enumeration herein, those typically covered by the property tax such as fire and police protection, and on public streets, snow removal, and street lighting. CITY shall not have breached its obligations hereunder if it is prevented from providing benefits and/or services to the BUILDING or the PROPERTY because of typical *force majeure* reasons (e.g. war, flood, fire, labor dispute, supply shortage, act of God, natural disaster, etc.), because of budgetary constraints, or because any person or entity shall assert a right which prevents delivery of such benefits and/or services.

B. BID Assessments, Special Assessments, Special Charges and Fees.

Notwithstanding paragraph 2.A., or any future property tax exempt status of the PROPERTY, OWNER understands that the BUILDING and the PROPERTY will be subject to

applicable business and/or neighborhood improvement district assessments, special assessments, special charges, and special taxes as defined in §74.01, Wis. Stats. (and as also referred to in Ch. 66, Wis. Stats.) and fees charged by CITY in the same manner that such special assessments, special charges, special taxes, and fees are charged for similar services and/or undertakings to commercial buildings within CITY. This provision shall not affect CITY's powers, consistent with the law, to determine the services and benefits (other than those typically covered by the property tax) that shall be provided to the BUILDING and the PROPERTY and/or similarly situated property pursuant to this paragraph 2.B. Nothing contained herein shall preclude OWNER or its successors and assigns from appealing, as provided by law, the imposition of such special assessments, special charges, special taxes, or fees by CITY.

3. PILOT PAYMENTS.

A. Calculations.

In recognition of those services and benefits covered by paragraph 2.A. of this PILOT AGREEMENT, beginning in the year the PROPERTY or any portion thereof becomes exempt from property tax, and so long as the PROPERTY or any portion thereof continues to be exempt, in whole or in part, under § 70.11, Wis. Stats., OWNER or its successors and assigns shall pay CITY an annual PILOT Payment for the PROPERTY or the portion thereof which is exempt for each calendar year. The method to be used in determining the PILOT, through the year during which TID 91 is terminated, shall be the Value¹ for that tax year determined by CITY's Assessor times the Total Property Tax Rate² for the tax year.

B. Payment Due Date.

¹ "Value" herein means CITY Assessor's determination of the fair market value of the tax exempt portion(s) of the PROPERTY on January 1 of each tax year.

² "Total Property Tax Rate" means the net rate for all taxes calculated to include all taxing bodies reflected on City of Milwaukee tax bills from time to time (in 2017, the applicable Total Property Tax Rate was \$28.70 per \$1,000 of assessed value).

PILOT Payments for the year in which the PROPERTY or a portion thereof becomes exempt and subsequent years shall be due and payable (i) in full on or before January 31 of the year following the calendar year for which the PILOT Payment was calculated, or (ii) if OWNER or its successor or assign elects to pay in installments, according to the following schedule: one-tenth of the PILOT Payment by the last day of each month for the first 10 months in the year following the calendar year for which the particular PILOT Payment was calculated. OWNER or its successor or assign shall be deemed to have elected to pay the PILOT Payment in installments by making the first full installment payment on or before January 31 in the respective year in which the PILOT Payment is due.

C. Use.

CITY may use and expend PILOT Payments hereunder in such manner and for such purposes as CITY desires.

D. Mandatory Payment for Services to Offset PILOT Payment.

Notwithstanding anything herein to the contrary, if the State of Wisconsin enacts a mandatory payment for municipal services to be paid by owners of property exempt from general property tax or similarly situated owners of exempt property, PILOT Payments shall be reduced dollar for dollar by any such mandatory payment paid by OWNER or its successors or assigns to CITY.

4. EXEMPT STATUS.

NOTHING IN THIS PILOT AGREEMENT SHALL BE CONSTRUED AS GRANTING TAX-EXEMPT STATUS ON THE OWNER OR THE PROPERTY. IF OWNER QUALIFIES FOR TAX EXEMPT STATUS UNDER WISCONSIN LAW, IT IS THE OWNER'S OBLIGATION TO APPLY FOR TAX EXEMPT STATUS. At such time that

OWNER is granted tax exempt status pursuant to §70.11, Wis. Stats., OWNER shall then make PILOT PAYMENTS pursuant to this PILOT AGREEMENT. No PILOT PAYMENT under this PILOT AGREEMENT is due from OWNER until such time that the PROPERTY is deemed to be exempt from payment of property taxes pursuant to §70.11, Wis. Stats.

CITY Assessor's Office may review the PROPERTY's exempt status under §70.11, Wis. Stats. from time to time with the respective January 1 dates being the reference dates for those exemption reviews. If CITY, as a result of those reviews or otherwise, determines that all or any portion of the PROPERTY no longer qualifies (or does not qualify) for exemption from property tax, (i) CITY will provide notice of such determination to OWNER or its successor or assign, (ii) this PILOT AGREEMENT shall be suspended with respect to any years and, if applicable, with respect to any portions of the PROPERTY for which exemption no longer applies, (iii) if PILOT Payments have been erroneously made for such tax years, CITY shall promptly refund such PILOT Payments, or, at the option of CITY, offset such PILOT Payments against any property taxes due, or to become due, from OWNER or its successors or assigns, in which case CITY will treat such offset as having been made under protest, and (iv) the PROPERTY, or any portion thereof which does not qualify for exemption, shall be placed on the property tax rolls for all years for which whole or partial exemption has been determined not to apply. If OWNER or its successors or assigns disagree with CITY's determination that the PROPERTY or any part thereof no longer qualifies for tax exemption, OWNER or its successors or assigns may challenge such determination by following the procedure set forth in §74.35, Wis. Stats. or as otherwise provided by law.

Notwithstanding anything to the contrary contained herein, OWNER acknowledges that it is or may be bound by the reporting requirement, in §70.11, Wis. Stats., preamble, and that

under §70.109, Wis. Stats.: exemptions are strictly construed; it is presumed that property is taxable; and the burden is on the person claiming exemption.

OWNER, on its behalf and that of its successors and assigns, also acknowledges that if it leases, or otherwise allows another person to use and/or occupy, all or a portion of the PROPERTY, such use may affect the PROPERTY's exempt status. See, e.g. the preamble of §70.11, Wis. Stats., §70.1105, and Deutsches Land v. City of Glendale, (WI S.Ct. April 16, 1999). For example, if OWNER is exempt but only uses and occupies 90% of the PROPERTY for exempt purposes and leases the other 10% of the PROPERTY to a for-profit, nonexempt entity, and if the assessor applies a square footage, taxed in part analysis, the PROPERTY is to be taxed on a 10% basis and exempt on a 90% basis and the PILOT Payment would have to be paid on the 90% portion.

5. TERM.

This PILOT AGREEMENT shall terminate upon the termination of TID 91, but until then, shall run with the land and be binding on all successors and assigns of OWNER having an interest in any portion of the PROPERTY.

6. APPEAL OF ASSESSED VALUE.

OWNER and its successors and assigns shall have the same rights to contest the assessed valuation of the PROPERTY as a taxpaying owner under Wisconsin law. CITY acknowledges OWNER's right to contest the assessed valuation of the PROPERTY under the procedures provided in §§70.07 and 70.47, Wis. Stats., and CITY expressly agrees not to dispute OWNER's right to contest the assessed valuation of the PROPERTY under said statutes.

7. DOCUMENTS, INSPECTION, COOPERATION.

OWNER and its successors and assigns shall cooperate with CITY (including, but not limited to, the City Assessor's Office, the City Attorney's Office, and the City Comptroller's Office) with respect to this PILOT AGREEMENT by allowing inspections of the PROPERTY upon reasonable written request of CITY and by allowing inspection of any leases applicable to the PROPERTY and such other documents that CITY may, from time to time, request concerning exemption and assessment determinations. Notwithstanding the foregoing, CITY expressly reserves all its rights in law and equity to inspect and to obtain disclosure, documents, inspection, and information.

8. AMENDMENT.

This PILOT AGREEMENT may be modified and amended from time to time as CITY and OWNER shall mutually agree in writing. However, if an amendment or modification applies to only a portion of the PROPERTY, it is only the CITY and the current owner(s) of that portion of the PROPERTY that must agree in writing to the amendment or modification rather than all parties defined as OWNER in this PILOT AGREEMENT.

9. SEVERABILITY; GOVERNING LAW.

If any provision hereof is duly held by a court of competent jurisdiction to be invalid with respect to any circumstance or otherwise, the remainder of this PILOT AGREEMENT and/or the application of the PILOT AGREEMENT to any other circumstance, shall not be affected thereby. The parties intend that the laws of the State of Wisconsin and ordinances and regulations of the City of Milwaukee shall be the governing law with respect to this PILOT AGREEMENT.

10. BINDING EFFECT/NOTICE.

This PILOT AGREEMENT shall be binding upon and inure to the benefit of that parties hereto and their successors and assigns. Successors and assigns referred to in this PILOT AGREEMENT include any owner or tenant of any portion of the PROPERTY or improvements thereon. OWNER and its successors and assigns shall include a reference to this PILOT AGREEMENT in each future conveyance of all or any portion of the PROPERTY in order to give express notice of this PILOT AGREEMENT. Neither OWNER nor its successors or assigns shall have any liability for obligations accruing under this PILOT AGREEMENT with respect to any portions of the PROPERTY for any period of time other than during their ownership and/or occupancy. OWNER AND ITS SUCCESSORS AND ASSIGNS MAY WISH TO GIVE NOTICE OF THE TERMS OF THIS PILOT AGREEMENT TO FUTURE TENANTS UNDER LEASES FOR PORTIONS OF THE PROPERTY AND ALLOCATE RESPONSIBILITY FOR PAYMENTS UNDER THIS PILOT AGREEMENT IN ANY LEASES FOR PORTIONS OF THE PROPERTY.

11. AUTHORITY.

OWNER represents and warrants to CITY that its representatives executing this PILOT AGREEMENT have been duly authorized to so execute and to cause OWNER to enter this PILOT AGREEMENT, and that OWNER has obtained all requisite consents and approvals concerning the same.

12. RECORDING

CITY shall cause this PILOT AGREEMENT or a memorandum of this PILOT AGREEMENT to be recorded with the Milwaukee County Register of Deeds and deliver a copy of the recorded PILOT AGREEMENT to OWNER.

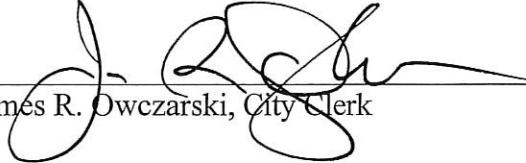
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this PILOT AGREEMENT to be executed by duly authorized representatives as of the date and year first written above.

CITY OF MILWAUKEE

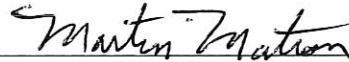


Tom Barrett, Mayor



James R. Owczarski, City Clerk

COUNTERSIGNED:



JB Martin Matson, Comptroller

Signatures of Tom Barrett, Mayor and James R. Owczarski, City Clerk and Martin Matson, Comptroller authenticated this 18 day of January, 2018.



Jacob K. Miller, Assistant City Attorney
State Bar No. 1051310

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

WAPP II Development Company, LLC
 By: IDP WAPP II Development, LLC, its Manager
 By: Irgens Partners, LLC, its Manager

By: Mark F. Irgens
 Name: Mark F. Irgens
 Title: CEO/Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss:
 MILWAUKEE COUNTY)

The foregoing instrument was acknowledged before me this 19th day of December 2017, by Mark F. Irgens, CEO and Manager of Irgens Partners, LLC. On behalf of said entity.



Name: E. Glesner
 Notary Public, State of Wisconsin
 My Commission Expires: 7/7/19

Prepared by:
 Jeremy R. McKenzie, Assistant City Attorney
 Milwaukee, Wisconsin

1050-2017-1045:241902v2

EXHIBIT A

Legal Description of the Property

LOT 2, CERTIFIED SURVEY MAP NO. 7277, RECORDED AUGUST 5, 2003 AS DOCUMENT NUMBER 8588756, BEING A DIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5399, BEING IN THE SOUTHWEST $\frac{1}{4}$ AND SOUTHEAST $\frac{1}{4}$ OF THE SOUTH EAST $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 8 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.