



The company's current Milwaukee operations are at 222 E. Erie St. Depending on the scope of the move, it expects to need approximately 30,000 s.f. of office space. Equipment expense is estimated at \$5000 per employee (furniture, fixtures, computers and other equipment), along with additional expenses for build-out.

The City of Milwaukee proposes to assist GDI with a grant to partially offset its relocation, hiring and other costs, conditioned on GDI locating its headquarters in the city of Milwaukee, and increasing its employment.

## **PARTIES**

City of Milwaukee ("City"), Redevelopment Authority of the City of Milwaukee ("RACM") and Gardner Denver, Inc. ("GDI").

## **GDI OBLIGATIONS**

In order to receive financial assistance from RACM, GDI must fulfill the following obligations:

- A. Secure a lease, and provide a copy of such lease to the City, at 222 E. Erie St., or another location, or locations, in the city of Milwaukee. Establish and maintain its world headquarters at this location, or one or more other locations in the city, for a period of not less than five years.
  
- B. Enter into a Human Resources Agreement that will require:  
  
GDI to use its best efforts to utilize certified Small Business Enterprises for 18% of construction and related professional services costs and utilization of unemployed and underemployed residents for no less than 21% of total "worker hours" expended on construction.

## **PAYMENT OF THE GRANT**

The City shall amend the Project Plan for Tax Incremental District No. 56 to provide funding for GDI, on a cost reimbursement basis, of up to \$400,000 for expenses of relocation, furniture, fixtures and equipment, office build-out, and such other related costs approved by the Commissioner of City Development, at the headquarters location incurred prior to and/or after the date of this Term Sheet. The Grant shall be funded by the City and granted by RACM.

It is understood that such funding from the City, via RACM, can only be provided for office locations within one-half mile of the existing boundary of TID 56. In the event a suitable location within this area cannot be found, the City will make every effort to find alternative sources of funding.

GDI shall provide City such reasonable documentation and certifications to substantiate its number of full-time jobs at the headquarters location upon requesting reimbursement of costs, and, in any event, annually during the term of the lease by February 1<sup>st</sup> for the previous year as of December 31<sup>st</sup>. The first such annual reporting shall be for the year ending December 31, 2015.

In the event the annual jobs report for 2019 shows that the number of full-time jobs at the headquarters location(s) is less than 35, and such 'shortfall' continues for a period of two years, GDI shall refund the Grant for the 'shortfall' in employment at the rate of \$11,400 per job (\$400,000/35, approx.). If less than \$400,000 of the Grant has been paid to GDI at the time of the shortfall, the refund amount shall be calculated using the actual amount of the Grant disbursed at that time.

The term "full-time job" means any regular full-time position where an employee is required, as a condition of employment, to work at least 40 hours per week and at least 2080 hours per year, including paid leave and holidays, and for which the employee receives pay that is equal to at least 150% of the federal minimum wage.

## **GENERAL**

This Term Sheet does not constitute a binding agreement. The terms set forth herein and other provisions customary for a transaction of this sort, shall be incorporated into a development agreement, a human resources agreement and any other documents or agreements necessary to accomplish the objectives described above. In recognition that there may be adjustments of the dates and descriptions herein as well as administrative approvals which will require the exercise of reasonable discretion on behalf of RACM or the City, the Commissioner of City Development and Executive Director of RACM will be authorized under these agreements to exercise such discretion and grant such approvals.