FIRST AMENDMENT TO GOOD HOPE LIBRARY PURCHASE, SALE, & DEVELOPMENT AGREEMENT

FIRST AMENDMENT TO GOOD HOPE LIBRARY PURCHASE, SALE, & DEVELOPMENT AGREEMENT

Recording Area

Name and Return Address:

Mary L. Schanning Deputy City Attorney 841 N. Broadway – 7th Floor Milwaukee, WI 53202

Tax Key Numbers: 118-0302-000; 118-0301-000

THIS FIRST AMENDMENT TO THE GOOD HOPE LIBRARY PURCHASE, SALE, AND DEVELOPMENT AGREEMENT (this "Amendment") is made as of this 8th day of May, 2020, and is between the City of Milwaukee ("City") and Mill Road Library Redevelopment, LLC ("Developer").

RECITALS

- A. The City and Developer entered into the Good Hope Library Purchase, Sale, and Development Agreement (the "Original Agreement"), dated July 19, 2018 which is memorialized by the Memorandum of Good Hope Library Purchase, Sale, and Development Agreement recorded in the Milwaukee County Register of Deeds Office on July 23, 2018 as Document No. 10796372.
- B. Any capitalized terms in this Amendment not defined herein shall be defined as they are in the Original Agreement.
- C. The Original Agreement contemplated that after Substantial Completion, title to the Library Unit would be transferred from Developer to the City at Closing 2.

- D. The Original Agreement also contemplated that Developer would complete the Project and request the Certificate.
- E. The Parties desire to enter into this Amendment because Developer has not met Substantial Completion and has not requested the Certificate, but the City would like to take ownership of the Library Unit to complete its build out while Developer continues to work toward Substantial Completion of the Project.
- F. The City has, via Resolution No. 191779 approved this Amendment and authorized the proper City officers to execute same on the City's behalf.
- G. The Milwaukee Public Library Board of Trustees ("MPL") approved this Amendment at its meeting on March 24, 2020.
- H. Developer has approved the Amendment and authorized execution of same on its behalf.

AMENDMENT

The recitals above and all attached exhibits are hereby accepted and incorporated herein. The section numbering below coincides with the sections being amended in the Original Agreement. The Original Agreement is hereby amended as follows:

1. **DEFINITIONS**

The following definitions are added to Section 1 of the Original Agreement.

Completion Agreement: Means the Completion Agreement by and among the City, Royal

Capital Group, LLC and Maures Development LLC dated even herewith. A copy of the Completion Agreement is attached as

Exhibit F.

Completion Bids: Means bids for completion of the Outstanding Items.

Completion Costs: Means an amount equal to the sum of the Completion Bids for the

completion of the Outstanding Items plus a 10% contingency.

Exterior Panels: Means the removal of replacement of the decorative exterior panels

on the north and west façade of the Library Unit and installation of aluminum "Longboard" extruded louver design features as shown in in accordance with the plans and specifications dated April 3, 2018

and attached as Exhibit G.

Landscaping: Means outstanding landscaping items as described in the letter from

Heller & Associates dated January 17, 2020, and attached as

Exhibit H.

Outstanding Items: Means collectively the Exterior Panels and Storm Water Basin.

Punch List Items: Means the outstanding items that are the responsibility of the

Developer under the terms of the Original Agreement as described

in Exhibit I.

Storm Water Basin: Means the completion of the revised storm water management plan

for the Property to include demolition of the existing storm water basin located on the northwest corner of the Library Unit and installation of the new storm water management facilities as show in the plans attached as Exhibit J along with repair and restoration of the parking lot and associated landscaping following installation

of the new storm water facilities.

The following definition in the Original Agreement is amended to read as follows:

Substantial Completion: Means all of the following items have been completed to the

satisfaction of both Developer and MPL: (1) a written

acknowledgment from Developer's Architect and MPL that the

Library Unit construction, including the Library Shell, is

substantially completed by Developer to a point in accordance with the Approved Final Plans except for the Outstanding Items; (2) the

condominium documents required by Section 3.E. of this

Agreement have been completed and recorded; (3) Developer has provided to the City and MPL evidence that title to the Library Unit is free of any liens, encumbrances, and mortgages that

encumber the Property except for City Encumbrances, as defined in Section 9.F. of this Agreement; (4) the Developer has provided to the City and MPL documentation showing that the Loan was expended in accordance with Section 5 of this Agreement; (5) Developer has paid the Completion Costs to the City or has caused the Completion Agreement to be executed and delivered to the

City; and the Library Unit can legally be conveyed to the City.

2. PROJECT DESCRIPTION

The Original Agreement is amended so that the introductory language of Section 2 reads as follows:

The Property will be redeveloped by Developer as set forth in items "A" through "I" immediately below and that those general activities constitute the "Project."

The Original Agreement is amended by adding Section 2.H. and I as follows:

- H. Developer shall complete the Punch List Items and the Landscaping within 45 days after City completes the Outstanding Items or City gives Developer notice that it has decided to not complete the Outstanding Items.
- I. Developer shall provide the services of Developer's Architect for MPL's completion of the Outstanding Items at Developer's sole cost to include: (1) review and provide feedback for shop drawings associated with the Outstanding Items and (2) consult with City and its contractor(s) on the design intent associated with the Outstanding Items.

3. DEVELOPER'S OBLIGATIONS

Section 3.L. is deleted and replaced with the following:

L. Developer shall meet Substantial Completion by April 30, 2020.

Section 3.M. is deleted and replaced with the following:

M. Developer shall request the Certificate, pursuant to Section 8 of this Agreement, within 60 days after completion of the Project.

Section 3.N. is deleted and replaced with the following:

N. Developer shall cause the Completion Agreement to be executed and delivered to the City.

Section 3.O. is deleted and replaced with the following:

O. Developer shall submit to MPL prior to Substantial Completion, documentation of how the Loan was expended. This documentation shall be consistent with Exhibit B and shall include detailed invoices from contractors who completed work on the items listed in Exhibit B. Developer shall also submit to MPL actual bid(s), subject to approval by MPL in writing, for the Landscaping and Punch List Items to be completed by Developer following Substantial Completion and Closing 2.

4. CITY'S OBLIGATIONS

Section 4.D. is deleted and replaced with the following:

D. MPL shall continue interior build out of the Library Unit ("Library Build Out") at its sole expense and shall diligently and continuously pursue completion of the Library Build Out and then relocate from the Mill Road Library to the Library Unit at its expense.

Section 4.F. is created to read as follows:

F. In the event that City decides to complete the Outstanding Items and the cost of the Outstanding Items is less than the Completion Cost, City shall return to Developer any portion of the 10% contingency included in the Completion Costs to Developer within 30 days following completion of the Outstanding Items. In the event the City decides not to complete the Outstanding Items, the entire 10% contingency included in the Completion Costs shall be returned to Developer upon Developer requesting the Certificate pursuant to Section 8 of this Agreement.

5. MPL LOAN TO DEVELOPER

Section 5.F. is deleted and replaced with the following:

F. In the event that the Loan Documentation shows that any portion of the Loan was not expended on construction of the Library Unit and the portions of the Developer Unit sharing common walls and ceiling with the Library Unit as set forth in Exhibit B even though Developer has completed all of the items outlined in Exhibit B, except the Outstanding Items, Developer shall, at MPL's sole discretion, either use the remaining Loan funds to complete the Outstanding Items or repay that portion of the Loan at the time Developer requests the Certificate.

8. CERTIFICATE OF COMPLETION

The first sentence of Section 8 is deleted and replaced with the following:

Promptly after completion of the Project, including, but not limited to, all closings, construction, condominium documents and landscaping and payment of the Completion Costs, in accordance with this Agreement, the Human Resources Agreement attached as Exhibit C, and the Approved Final Plans (with exception of the Outstanding Items), Developer shall request that the Commissioner of DCD in cooperation with MPL issue a Certificate of Completion certifying to Developer and its successors and assigns and Developer's successors in title to the Property, which certification shall be a conclusive determination, that the Project has been built in compliance with, and is in fact in compliance with, the covenants, conditions, requirements, and restrictions in this Agreement and the Approved Final Plans, not including the Outstanding Items (the "Certificate").

9. CONVEYANCE OF LIBRARY UNIT – DEVELOPER TO CITY (CLOSING 2)

Section 9.A. is deleted and replaced with the following:

A. <u>Preconditions of Closing 2.</u> Developer shall meet Substantial Completion and Developer shall notify MPL in writing of any amendments made to the Plat, Declaration, and Condominium By-laws subsequent to Closing 1, or if none, confirm in writing to MPL that there are none. MPL's approval of such amendments, if any, is a precondition to Closing 2.

Section 9.I. is deleted and replaced with the following:

J. Construction Continuation. The parties acknowledge that after Closing 2 both Developer and MPL may be performing work on the Property and may need staging areas and on-site trailers. The parties and their contractors shall work together to develop mutually agreeable locations for their trailers and staging areas in a way that does not significantly interfere with library operations once the Library Unit is open to the public as an MPL branch library. As necessary for Developer to complete work on the Outstanding Items following Closing 2, MPL hereby grants Developer a right of entry over portions of the Library Unit (the "Right of Entry") necessary for the purpose of completing the Outstanding Items. Prior to Closing 2, Developer shall provide proof to MPL that the outdoor portions of the Library Unit are covered under Developer's liability insurance and that MPL is named as an additional insured. Developer shall maintain such liability insurance coverage at all times that it uses the Right of Entry.

27. **NOTICES**

The addresses to provide notice to the Developer shall be amended to remove the contact information for Attorney Danielle Bergner and replace it with the following:

Michael Best & Friedrich LLP Attn: Thomas O. Gartner, Esq. 100 E. Wisconsin Ave., Ste. 3300 Milwaukee, WI 53202

31. MISCELLANEOUS PROVISIONS

This Section 31 shall be added to the Original Agreement to read as follows:

- A. This Amendment shall be recorded against the Property in the Register of Deeds Office at Developer's expense and the Property's title will be encumbered by it until issuance of the Certificate.
- B. Except as otherwise expressly amended or clarified hereby, the Original Agreement and its terms and conditions remain in full force and effect and shall apply to the terms of this Amendment. If there is any conflict between the terms of the Original Agreement and this Amendment, this Amendment shall control.

(Signatures appear on the following page(s))

Dated and entered into as of the date first written above.

City:	Developer:
CITY OF MILWAUKEE	MILL ROAD LIBRARY REDEVELOPMENT,
	LLC
By Toula 1 Deeley	
Paula A. Kiely, Director	By: Mill Road Library Redevelopment
Milwaukee Public Library	Managing Member, LLC
	Its: Managing Member
By:	
Amy Turim, Special Deputy Commissioner	By: Mill Road MM Holdings, LLC
Department of City Development	Its: Manager
Countersigned:	By: Royal Capital Group, LLC
	Its: Manager
Maria Maria Cara di N	- //
Martin Matson, Comptroller	By:
	Kevin L. Newell, President
City Common Council Resolution File	1
No. 191779	DEVELOPER NOTARY
110. 171777	DEVELOPER NOTARI
CITY ATTORNEY	STATE OF WISCONSIN)
APPROVAL/AUTHENTICATION)s.
The undersigned, a member in good standing	COUNTY OF MILWAUKEE)
of the State Bar of Wisconsin, hereby	Personally appeared before me the above-named
approves the signatures of the City	Developer representative, to me known to be such
representatives above per MCO 304-21, and	person and officer, who executed this document
also authenticates the signatures of those City	on behalf of and with authority of Developer.
representatives per Wis. Stat. 706.06 so this	- 1 1 1 1
document may be recorded per Wis. Stat.	By: Danie D. Cook
706.05 (2)(b).	Name Printed: SARAHS. Cook
1010.	Date: 04-27-2028
By: VOI	Notory Dublic
Mary L. Scharning, Deputy City Attorney	Notary Public
State Bar No. 1029016	My Commission expires: <u>05-23-202</u> .3
0.0	[NOTARIAL SEAL]
Date: 1824 15, 2020	[NOTAKIAL SEAL]

211273-0002\27815898.v2 CAO: 1125-2014-2934:265616 Dated and entered into as of the date first written above.

City:	Developer:
CITY OF MILWAUKEE	MILL ROAD LIBRARY REDEVELOPMENT,
	LLC
By:	
Paula A. Kiely, Director	By: Mill Road Library Redevelopment
Milwaukee Public Library	Managing Member, LLC
(Marsh & Bonn)	Its: Managing Member
By: 1 Culla Laur	
Martha Brown, Deputy Commissioner	By: Mill Road MM Holdings, LLC
Department of City Development	Its: Manager
Countersigned:	By: Royal Capital Group, LLC
	Its: Manager
Clychu f	
Aycha Sawa, Comptroller	By:
H 2	Kevin L. Newell, President
City Common Commil Bookston File	
City Common Council Resolution File No. 191779	DEVELOPER NOTARY
100. 1917/9	DEVELOPER NOTARY
CITY ATTORNEY	STATE OF WISCONSIN)
)s.
APPROVAL/AUTHENTICATION	COUNTY OF MILWAUKEE)
The undersigned, a member in good standing	occiti of Mild Wilesand)
of the State Bar of Wisconsin, hereby	Personally appeared before me the above-named
approves the signatures of the City	Developer representative, to me known to be such
representatives above per MCO 304-21, and	person and officer, who executed this document
also authenticates the signatures of those City	on behalf of and with authority of Developer.
representatives per Wis. Stat. 706.06 so this	,
document may be recorded per Wis. Stat.	Ву:
	Name Printed:
706.05 (2)(b).	Date:
MAN.	
By: VVUI	Notary Public
Mary L. Schanning, Deputy City Attorney	My Commission expires:
State Bar No. 1029016	
Date: Way 15, 2020	[NOTARIAL SEAL]
	A STATE OF THE STA

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EXHIBIT F COMPLETION AGREEMENT

COMPLETION AGREEMENT

THIS COMPLETION AGREEMENT is made as of the 8th day of May, 2020 by and among the City of Milwaukee ("City"), Royal Capital Group, LLC and Maures Development LLC (collectively, "R/M").

- A. The City and Mill Road Library Redevelopment, LLC ("Developer") entered into the Good Hope Library Purchase, Sale, and Development Agreement (the "Original Agreement"), dated July 19, 2018 which is memorialized by the Memorandum of Good Hope Library Purchase, Sale, and Development Agreement recorded in the Milwaukee County Register of Deeds Office on July 23, 2018 as Document No. 10796372 as well as a First Amendment to Good Hope Library Purchase, Sale and Development Agreement (the "First Amendment"), dated as of May 8, 2020 (collectively, the "Development Agreement").
- B. Any capitalized terms in this Completion Agreement not defined herein shall be defined as they are in the Development Agreement.
- C. The parties desire to enter into this Completion Agreement because Developer has not met Substantial Completion as defined in the Original Agreement, but the City would like to take ownership of the Library Unit to complete the Library Build Out while providing for Substantial Completion pursuant to the terms of the First Amendment by having R/M cause the Completion Agreement to be executed and delivered to the City.
- D. The City has, via Resolution No. 191779 approved this Completion Agreement and authorized the proper City officers to execute same on the City's behalf.
- E. The Milwaukee Public Library Board of Trustees ("MPL") approved this Completion Agreement at its meeting on March 24, 2020.
- F. R/M has approved this Completion Agreement and authorized execution of same on its behalf.
- G. Exhibit A to this Completion Agreement as well as these recitals A through G are incorporated herein and made part of this Completion Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. R/M OBLIGATIONS.

Contemporaneously with the execution and delivery of this Completion Agreement, R/M shall:

- a) Execute and deliver to City a Note in substantially the form attached as EXHIBIT A; and
- b) Execute and deliver to the City the First Amendment.

2. CITY OBLIGATIONS.

Contemporaneously with the execution and delivery of this Completion Agreement, the City shall:

- a) Provide written acknowledgement to R/M that the execution and delivery of this Completion Agreement satisfies the requirements of (5) in the definition of Substantial Completion set forth in the First Amendment; and
- b) Assume full responsibility for completion of the Outstanding Items and hold R/M harmless from and against all costs and obligations with respect to completion of the Outstanding Items with the exception of payment of the Completion Costs pursuant to the Note.

3. NOTICES.

Notices under this Completion Agreement shall be delivered in accordance with the requirements of the Development Agreement.

(Signatures appear on the following page)

City: CITY OF MILWAUKEE By aula (V) uly Paula A. Kiely, Director Milwaukee Public Library
By:
Amy Turim, Special Deputy Commissioner Department of City Development
Countersigned:
Martin Matson, Comptroller
City Common Council Resolution File No. 191779
Royal Capital Group, LLC
By: Kevin L. Newell, President
Maures Development LLC
Samuel 2010/opinent BEC

Dated and entered as of the date first written above.

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By: _____ Melissa Nicole Allen

City:
CITY OF MILWAUKEE
Ву:
Paula A. Kiely, Director
Milwaukee Public Library
By MHHAL FOUR
Amy Turim, Special Deputy Commissione
Department of City Development
T
Countersigned:
Charles A
Cogimi of
Martin vincon, Comptroller
City Common Council Resolution File
No. 191779
Royal Capital Group, LLC
7
By: Kevin L. Newell, President
Kevin L. Newell, Fresident
Maures Development LLC
1/8/80
By: Use Aller
Melissa Nicole Allen

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Dated and entered as of the date first written above.

FOR VALUE RECEIVED, and subject to the terms set forth below, the undersigned promises to pay to the CITY OF MILWAUKEE (the "City") or order, at 200 East Wells Street, Milwaukee, Wisconsin 53202, the principal sum of Two Hundred Eighty Three Thousand and Ninety Six Dollars (\$283,096.00), without interest, in one lump sum payment on the "Maturity Date" which shall be June 30, 2020.

In the event of default or of failure to comply with any of the terms of this Note or the Completion Agreement between the undersigned and City, which failure or default shall continue beyond any applicable grace period set forth therein, the then outstanding balance of the principal, together with interest at the rate of 3% per year from the date of default, at the option of the holder, shall become due and payable immediately, without any notice whatsoever, such option to be exercised at any time after default. Undersigned agrees to pay all costs of collecting any amounts due hereunder, including reasonable attorney's fees.

All makers, endorsers, sureties and guarantors hereof waive presentment, protest, demand and notice of dishonor. The holder may, without notice, renew or extend the time for payment, accept partial payments, release or impair any collateral security for the payment of this Note, or agree not to sue any party liable on it.

All makers, endorsers, sureties and guarantors hereon hereby consent to the holder hereof commencing action on this Note at any time after maturity or default in any court in the State of Wisconsin and agree to be bound by the jurisdiction of such court.

In the event any one or more of the provisions contained in this Note shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Note, but this Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This Note may be prepaid, in whole or in part, at any time without penalty.

[Signature on next page]

Executed at Milwaukee, Wisconsin, as of the April, 20)20.
MAKER:	
Royal Capital Group, LLC	
By: Kevin L. Newell, President	
Phone #:	
Email: k.newell@royalcapital.net	
Date: April <u>28</u> , 2020	
Maures Development LLC	
By:	
Melissa Nicole Allen	
Phone #:	

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Email: melissa@mauresllc.com

Date: April _____, 2020

Executed at Milwaukee, Wisconsin, as of the 28 day of April, 2020.

MAKER:
Royal Capital Group, LLC
By:
By: Kevin L. Newell, President
Phone #:
Email: k.newell@royalcapital.net
Date: April, 2020
Maures Development LLC
By: Vale
Melissa Nicole Allen
Phone #: _414-271-6560
Email: melissa@mauresllc.com
Date: April <u>09</u> , 2020

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EXHIBIT G

EXTERIOR PANELS PLANS & SPECIFICATIONS



ADDENDUM

CARPENTRY & GENE	RAL CONTRACTORS			
PROJECT:	Mill Road Library			
DOCUMENT:	N/A			
PRICE:	Labor:	\$1,162.00	12 hrs	
	Materials	\$2,473	Zuern, boom lift cost, traffic c	ontrol
	Equipment	\$0		
	10% M/U	\$363		
	-	\$3,998	- 1	
DESCRIPTION:	Cost associated wit	th delayed lib	orary soffit installation and soff	it depth changes
INCLUDES:			depth change on library soffit. ation of panels from street	
	Barricades for traff		action of panels from street	
	Re-Mobilization	ic control		
EXCLUDES: NOTES:	Any work not ment	ioned above	, weather barrier/waterproofin	g, lane closure permits
	1) No work will be p	erformed or	this Addendum until a signed	acceptance
	is received in our	office.	*	
	3) Pricing good for 3	0 days		
Nick Wellenstein				
WELLENSTEIN ANI	O SONS, INC.			
ACCEPTED ON:				

WELLENSTEIN & SONS, INC.-DWELLING CONTRACTOR CERTIFICATION ID 2295

0/2 nick@wellensteinandsons.com 0 www.wellensteinandsons.com

Ken Breidel

Northtrack Construction



4111 W. Mill Rd. - P.O. Box 90168 - Milwaukee, Wisconsin 53209-0168 (414) 358-3100 - Fax: (414) 358-1363

12/6/2019

Northtrack Construction

6938 Santa Monica Blvd.

Fox Point, WI 53217

RE: Mill Road Library Longboard Siding

Dear David,

I am pleased to submit the following proposal for your consideration.

Work Includes:

- > Remove existing morin red panels and properly dispose of them
- Furnish and Install Longboard Link and Lock system on North and West elevations
- Fabricate and Install all flashing at windows in 24-gauge prefinished steel. Color to be standard color
- > Includes all truck and lift costs

1

Removal of Red Panels	\$3475.00	
Install Longboard (Small Side out)	\$132,850.00	***************************************
Install Longboard (Large side out)	\$108,775.00	
Credit for Red Panels not installed	\$5500.00	

Exclusions:

- > Painting of existing sheathing
- > Installation of steel framing for West elevation pilasters
- > Caulking of metal flashings to windows

Thank you for the opportunity to submit the above quotation. If you have any questions, feel free to contact me.

Kevin Brennan

Sheet Metal Project Manager

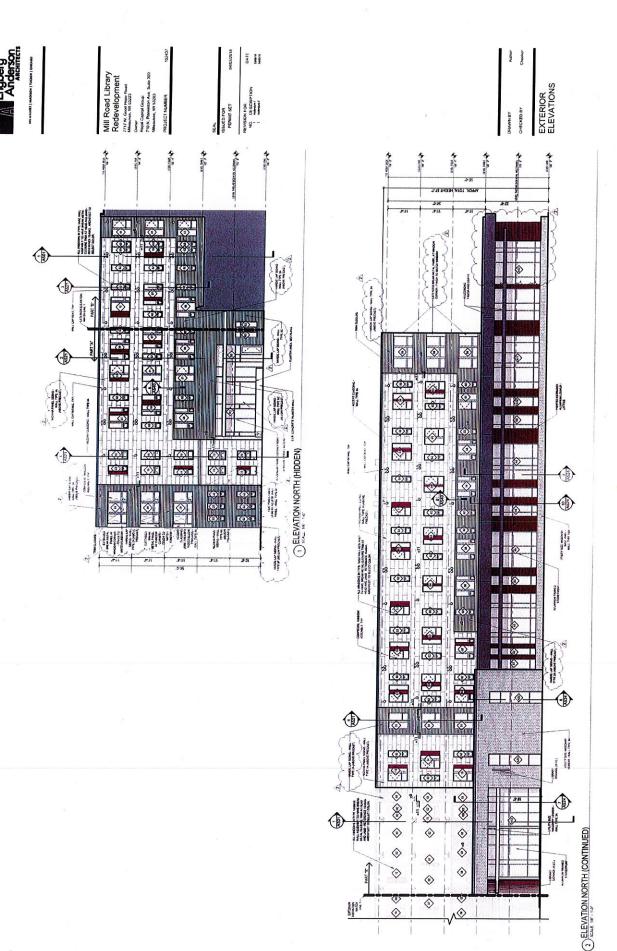
M.M. Schranz Roofing Inc.

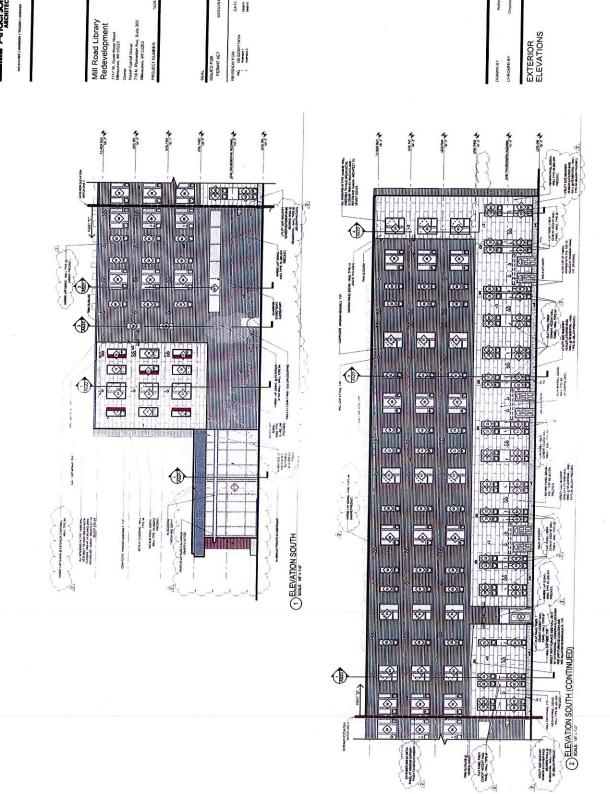
4111 W Mill Road Milwaukee, WI 53209

Cell: 414-418-6267

Office: 414-358-3100

Kevin@schranzroofing.com



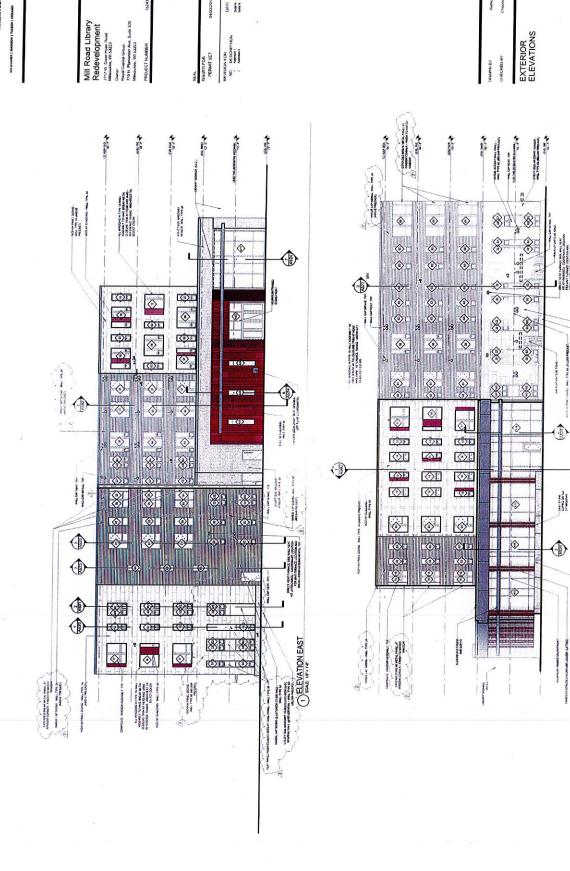


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THE SERVICE BUILD BUILD BUILD BUILDS PRECESS.

2 ELEVATION WEST



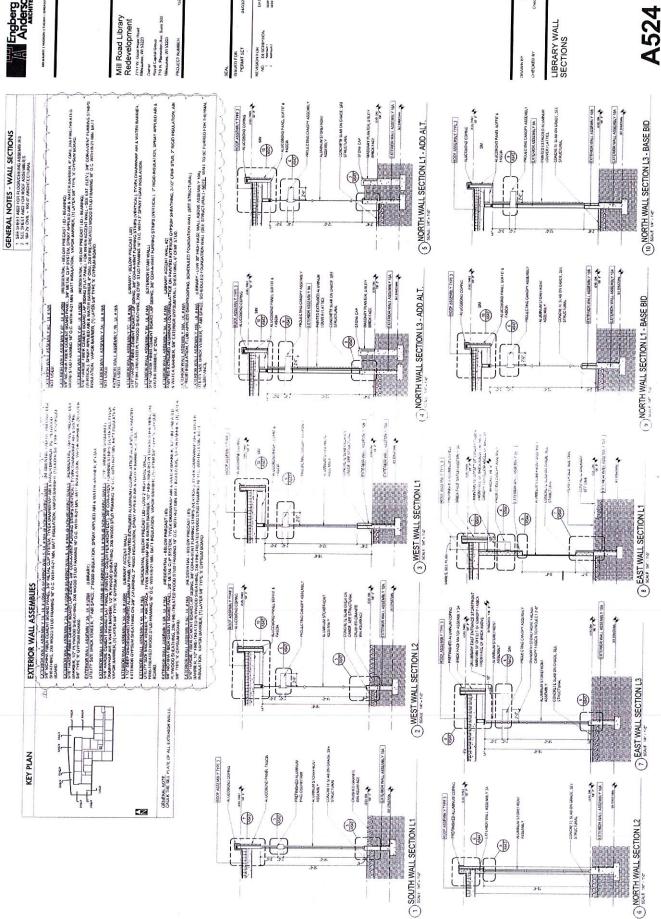




EXHIBIT H

HELLER LETTER RE; LANDSCAPING



January 17, 2020

Terrell Walter
Royal Capitol Group, LLC
710 N. Plankington Avenue Ste 300
Milwaukee, Wisconsin 53202

RE:

Mill Road Library | Residences 7717 W. Good Hope Road Landscape Inspection

Dear Mr. Walter:

I am writing to you today to give my impressions and observations of the installed landscape at your new project located on the Milwaukee's northwest side.

I had the opportunity, along with you, to walk the grounds on Friday, January 10, 2020 at 10:00 AM. For the record, I was using the Landscape Plan, issue #4 (ASI #2) with a sheet date of 8/06/2018.

My observations are as follows:

1. Library Building Perimeter Installation:

- The landscape bed immediately to the north of the Library entrance (against the building) was not
 installed per plan. The specified 31 RRD (Rosy Returns Daylilly), a perennial, were not installed, and
 some of the specified 23 RSG (Red Switch Grass) were planted in the location of the proposed Daylilly
- Similarly, the landscape bed to the immediately south of the Library entrance (against the building) also had ornamental grasses relocated to along the north/south walkway. Long term, the spacing and growth habit oft these grasses might hinder the view of the Hydrangea in the row behind. With respect to the IH (Incrediball Hydrangea), there were six (6) plants installed instead of the specified four (4).
- At the immediate northeast corner of the Library building, the specified 39 MRCB (Midnight Rose Coral Bells), a perennial variety, were not installed.
- The relocation of the "Future Monument Sign" from the far north west of the site to the northwest corner of the library building has caused disruption and some damage to the existing, installed landscaping. Restoration, including adding new landscaping to the aforementioned Monument Sign should be included in a future site landscape development.

P.O. Box 1359 Lake Geneva, Wisconsin 53147

ph 262 639 9733 m 414 614 9733



- The proposed material along the west foundation of the library portion of the building has NOT been installed. It is my understanding that the created detention pond will be abandoned, in lieu of underground stormwater storage. Any planting or restoration of landscape material should not occur unit excavation and back-filing operations are completed.
- In this same regard, the specified / proposed landscape material along the new sidewalk (paralell to the railroad corridor) was altered at the time of installation. Now that the detention pond may be "filled" (see the above note) the reconfiguration / replacement of this material should not occur unit excavation and back-filing operations are completed.
- The Library Public outdoor reading/gathering area: It appears that the installed decomposed granite has some "wave" to the surface, and may need to be rolled again to ensure that water run-off (that which is not absorbed) flows un-obstructed over this surface.
- The 19 CBSI (Caesars' Brother Siberian Iris), the 3 KKC (Kit-Cat Catmint), and the 5 MRCB (Midnight Rose Coral Bells)- all perennial plantings- were not installed at the constructed seat/retaining wall along the southwest portion of the Library Public outdoor gravel reading/gathering area.

2. Site / Parking Lot(s) Landscape Installation:

- In the far southeast corner of the project, it's evident that the wooden privacy fence was installed over and on top of the landscape plantings.
- The installastion of a flagpole- after a tree was installed in this same location- will necessitate the restoration of lawn to this flagpole area.
- All of the interior green spaces at the interior of the Library parking lot area being "rutted" by automobile and light truck traffic trying to maneuver the parking lot. The greenspace "islands" are not protected by concrete curbing or other objects (large boulders) to deter such maneuvers.
- The planting bed immediately to the east of the "exit" gate from the Library Residences pakring lot has had vehicles drive over the installed plantings. Several of the installed GLS (Gro-Low Sumac) are damage beyond repair (or "self-healing") and should be replaced.
- One (1) of the two (2) proposed JTL (Japansese Tree Lilac), an ornamental tree, has been removed and
 was obsevred laying on the ground. It was mentioned on site that a new directional signage (not
 originally proposed). The extent of landscape damage, or the need to reconfigrue the installed plantings
 in this areas is not yet clear.

3. Library Residences Foundation Plantings:

• It should be noted that Mr. Walter was a little concerned with the open visibility to of the installed electric transformer near the gated entry to the residences parking lot area. Due to the lack available planting space around this transformer, only limited "bufffering" solutions are available

P.O. Box 1359 Lake Geneva, Wisconsin 53147

ph 262 639 9733 m 414 614 9733



- There area 25 THG (Tufted Hair Grass) of the specified 37 THG (Tufted Hair Grass) were installed in the narrow planting strip along the south side of the Library Residences façade.
- At the stablized granite space for the Library Residences, the <u>perennial area</u> directly north of the installed bicycle rack were not installed. These plants were not identified as to the type and quantity on the landscape plan. These plants should be added to a future installation / renovation of other portions of the site

Should you have any questions on any of these observation or notations, I would be happy to speak with you personally.

Thank you in advance for your consideration.

Very Truly Yours,

W. David Heller, ASLA

Registered Landscape Architect WI- 438-014

Dh/wdh Attachments

P.O. Box 1359 Lake Geneva, Wisconsin 53147

ph 262 639 9733 m 414 614 9733



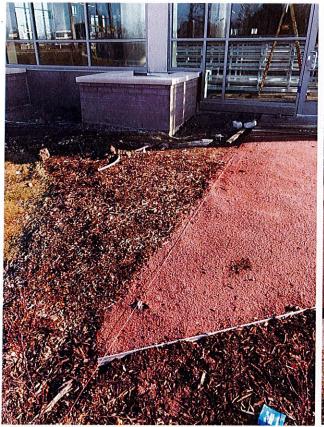






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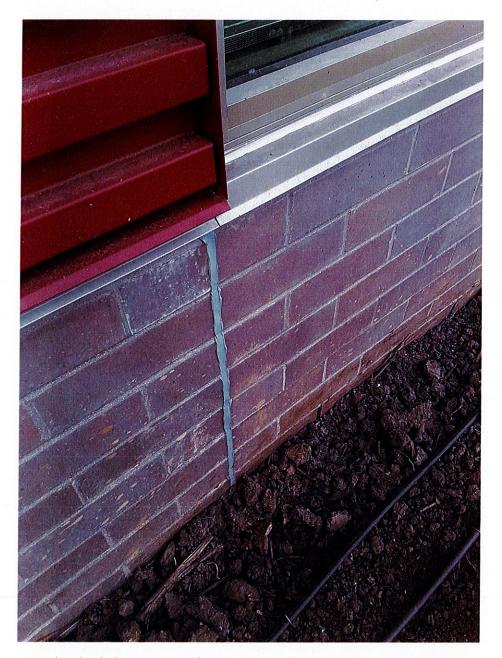




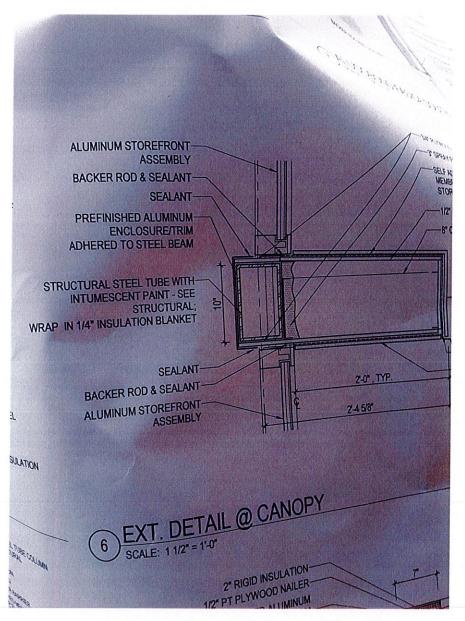
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EXHIBIT I

PUNCH LIST OF ITEMS



Typical multiple locations, verify correct color for all exterior masonry joints on east, north and west facades or replace with the correct color. The gray looks incorrect. Provide copy of architect's approved submittal as verification.



Interior side of eyebrow canopy, typical on all elevations, does not have continuous aluminum trim returning along the top side of the beam nor does it have a bead of sealant between the edge of the trim and the window mullion. Both conditions need to be corrected.

There are several items observed relative to the break metal, flashing, gaskets, caulk joints and replacement of a broken piece of glazing, etc.

GC is required to walk each of the frames with the glazing contractor for compliance and will then need to schedule a review by the Kawneer rep following those corrections. MPL must also be invited to the review with the manufacturer.



Base flashing jointing not aligned properly, several locations



Base flashing dented and needs to be replaced, several locations



Gaskets loose / not installed properly in several locations



Gaskets stops short in several locations



Soffits not installed multiple exterior locations



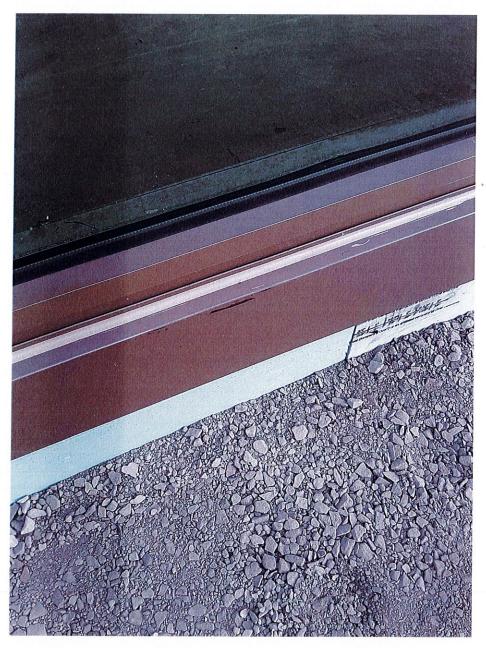
Dented mullion on north façade near NW corner needs to be replaced



Workmanship of caulking is unsatisfactory, several locations



Backer rod and caulk need to be completed, several locations.



Base trim has over-caulk residue and scuff marks; several locations

Items observed 2/20/20.

- 1. Exterior upper transom windows need to be checked for gaskets throughout. Janitorial staff cleaning the glass reported several "loose panels" when hand pressure was applied to them.
- 2. Exterior window air gaps were observed in several locations where vertical mullions intersect with adjacent dissimilar façade materials. Consult the shop drawings and architectural drawings to determine what is causing the air leakage.
- 3. Exterior horizontal window sill plate air gaps were observed in several locations around the perimeter of the space. Consult the shop drawings and architectural drawings to determine what is causing the air leakage.
- 4. Exterior west planter cap stones were re-set without tuck pointing or caulking the joints behind them that are at the building façade. Significant air leakage was observed in those areas coming into the building. Consult the shop drawings and architectural drawings to determine what is causing the air leakage.
- 5. Provide window framing and glazing manufacturer's performance data required for the system.

Review core & shell corridor doors at MPL access points and shared amenities. When Firefighters were on site 2/15/20 investigating the fire sprinkler head discharge incident, security footage shows potential damage to doors, frames or hardware due to door pry bars being used. Repair as needed.

NorthTrack did walk the building with MPL to investigate the air gaps. Still need an update on the transom windows

West exterior landscaping: (Royal Capital/NorthTrack)

- The original proposed landscape material along the west foundation of the library portion of the building was not installed (as described by the landscape punch list provided by Heller Landscape Architects.) As agreed, the created detention pond will be abandoned and restored. It shall be the responsibility of Royal Capital to restore the planting back to the original landscape material after the work to remove the detention pond is completed. The timing shall coincide with the timing of the rest of the landscape work described in the Heller Punch list.
- The specified / proposed landscape material along the new sidewalk (parallel to the railroad track) was altered at the time of installation. Now that the detention pond may be "filled" (see the above note) the reconfiguration / replacement of this material should not occur until the excavation and back-filing operations are completed.



Good Hope Library Interior Punch list

1) Excessive air leakage at spots along the window sill radiation area on north and west sides of building. This air leakage should be addressed in some fashion. (NorthTrack)



Exterior Windows in general: (NorthTrack)

 All around the building there are issues with the weather stripping. It is coming out of the seams in many places. There are multiple gaps. There appear to have been leaks in the small conference rooms. You can feel drafts around the windows. (NorthTrack)

Vestibule

1) There is paint or drywall splashing and plastic to be removed on the aluminum frames around exterior door inside the **vestibule**. (NorthTrack)



2) Verify weather stripping/Air Gaps are installed correctly (NorthTrack)

Marketplace Room #101:

- 1) East wall of windows:
 - -2nd from left bank of windows- there is an aluminum divider between two windows that is crookedly installed and also has gaps between the aluminum sections. (NorthTrack)
 - -3rd from left bank of windows- multiple gaps in weather stripping plus corner gaps in weather stripping (NorthTrack)
- 2) North wall of windows:
 - -Multiple places where there is falling weather stripping (NorthTrack)
 - -Gaps in weather stripping (NorthTrack

3) Frame fix, Left over shims to be removed and gaps fixed. Caulking color and install is not acceptable. (NorthTrack)



Community Room #131:

- 1) Both windows need the weather stripping to be checked. (NorthTrack)
- 2) The windows directly across from the storage closet- there are gaps in the weather stripping (NorthTrack)

Study rooms 122-124

- 1) 124- Looks like there have been leaks around the windows on the south wall. (NorthTrack)
- 2) 124- Gaps and other issues with weather stripping not completely pushed in. (NorthTrack)
- 3) Windows between 124 and 123- behind the column there is a spot where the weather stripping is twisted/pinched. (NorthTrack



Staff Area Room #107 & Corridor 103A

1) Doors to shared hallway- you can feel a stiff breeze between the doors. (NorthTrack)



Staff Vestibule - Room #102

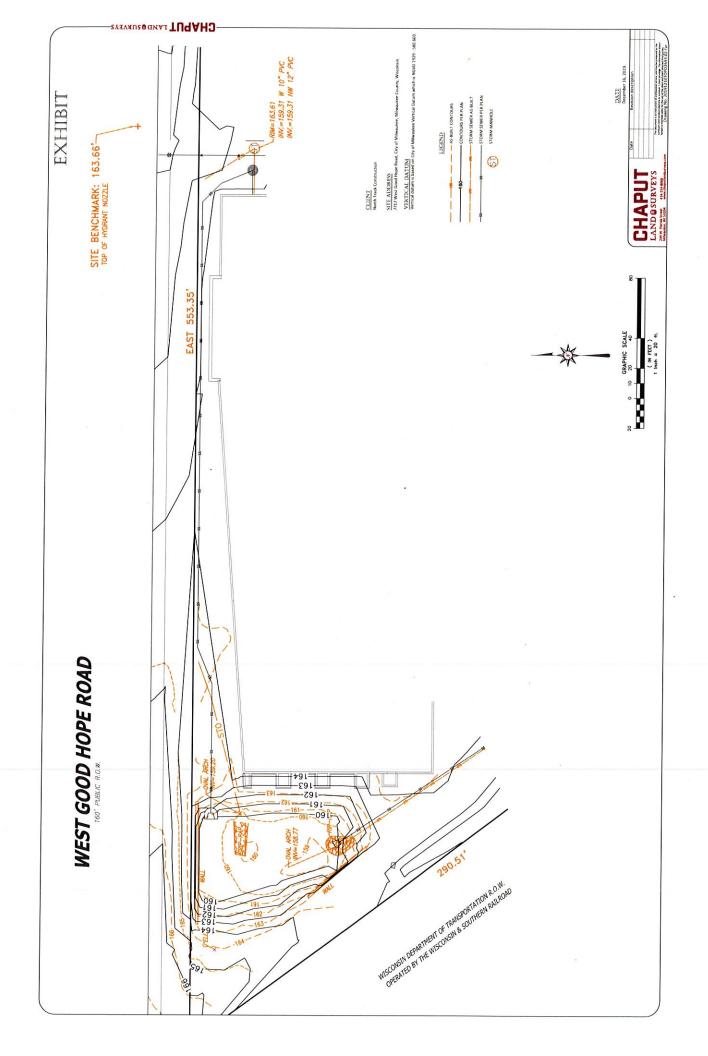
- 1) Exterior latch-undersized/ hole visible from side (NorthTrack)
- 2) Exterior entry door not latching unless it is pulled shut. (NorthTrack



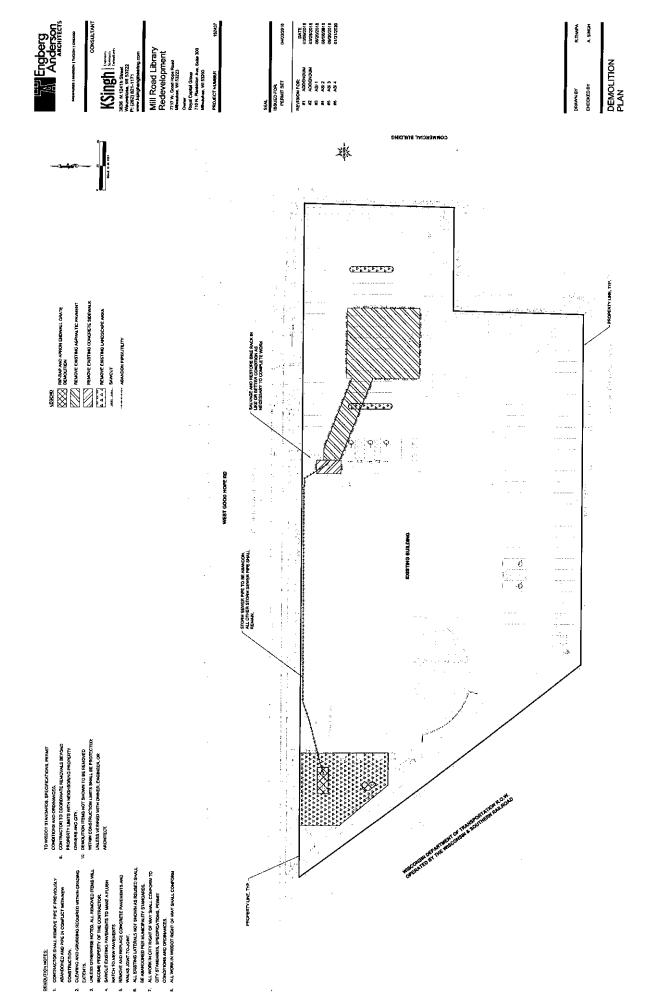
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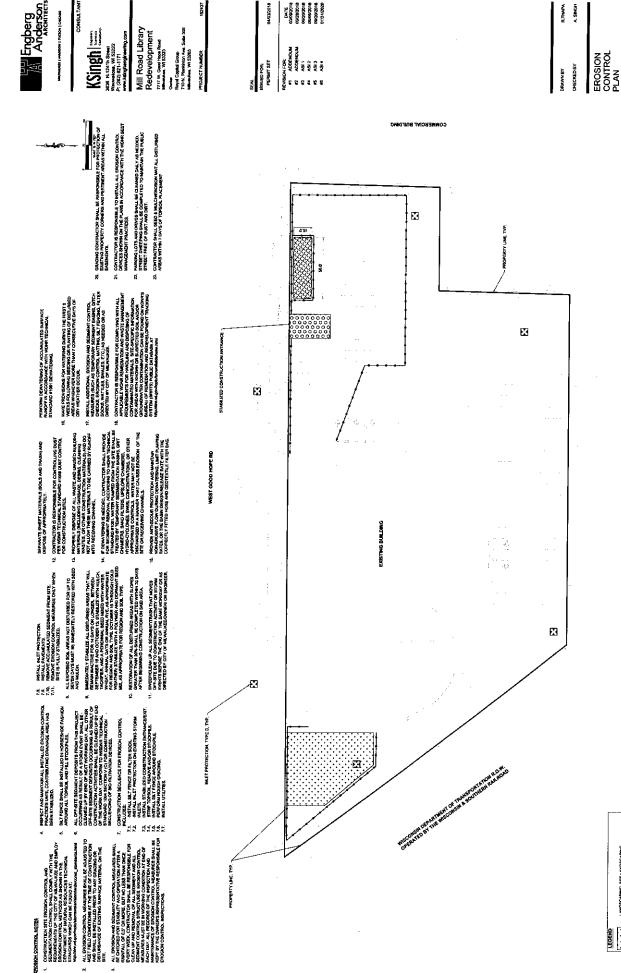
EXHIBIT J

STORM WATER PLANS



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Mill Road Library Redevelopment

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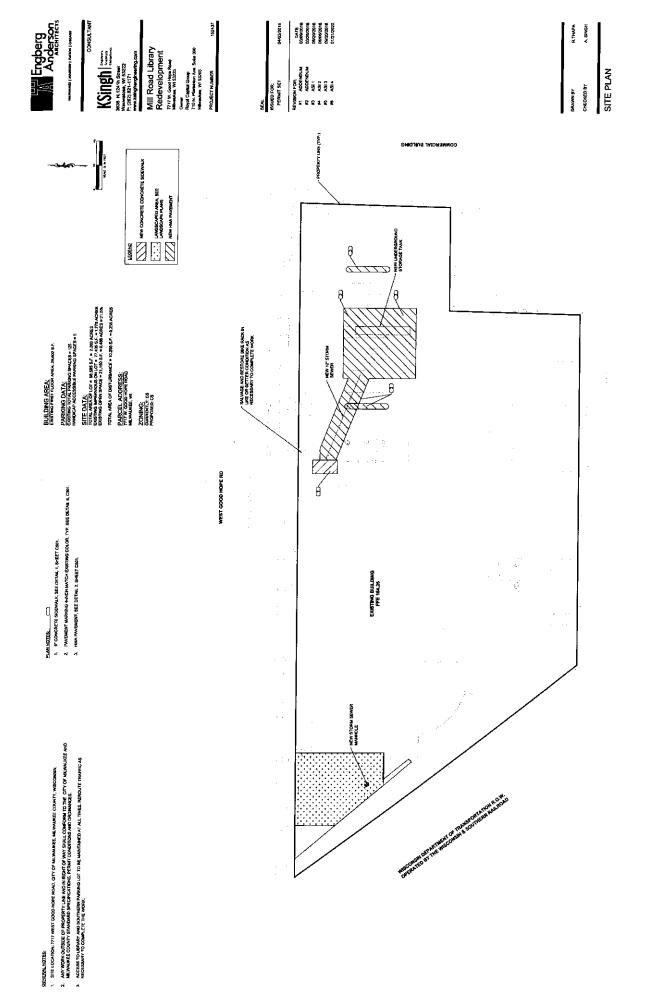
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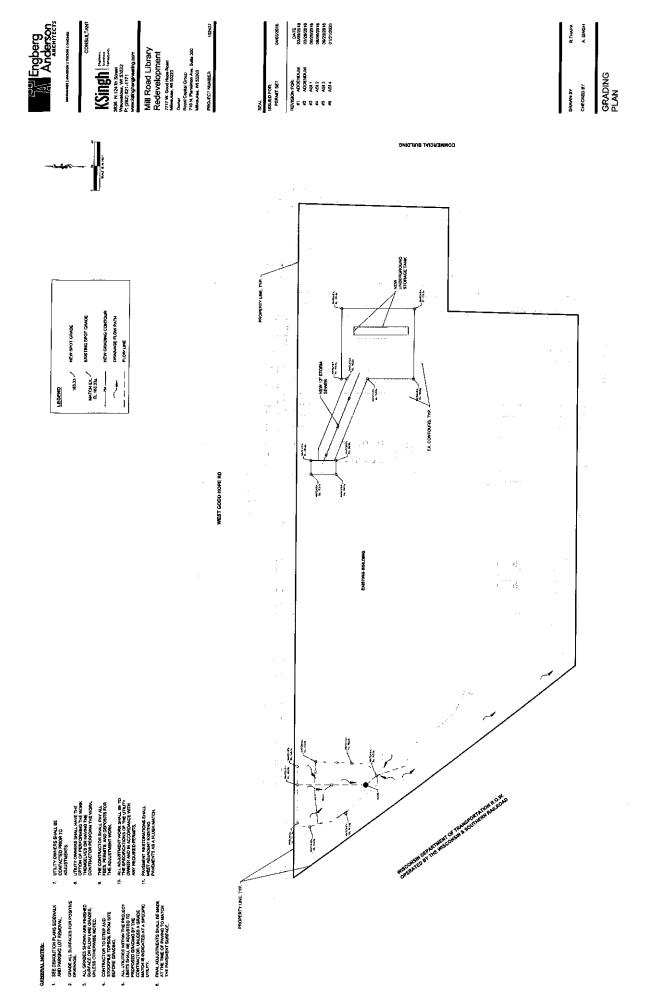
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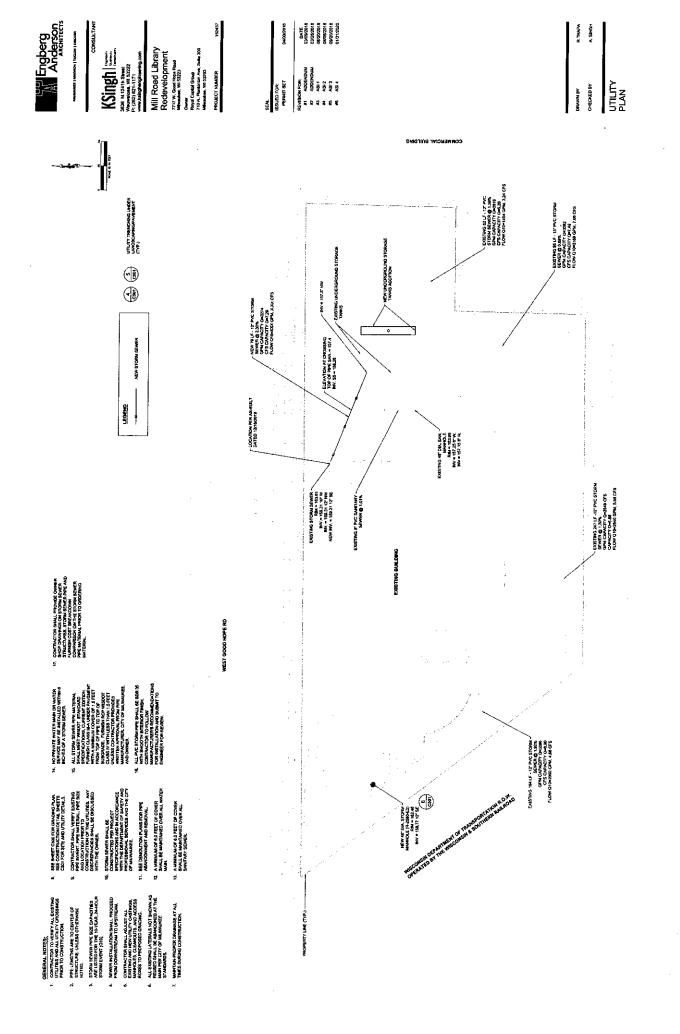
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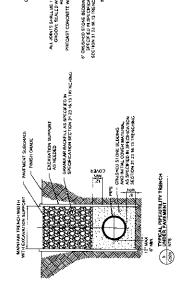
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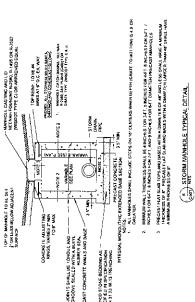
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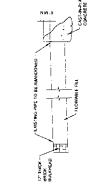
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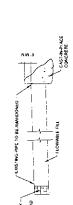
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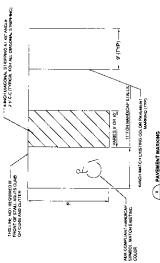
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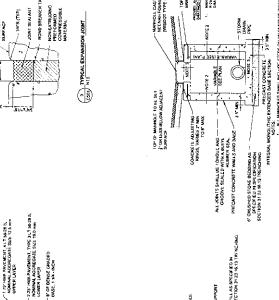






PIPE ABANDONMENT AND BULKHEAD





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