



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

Rocky Marcoux
Commissioner
rmarco@milwaukee.gov

Martha L. Brown
Deputy Commissioner
mbrown@milwaukee.gov

May 14, 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 Sherman Phoenix LLC and the City of Milwaukee as it pertains to the Sherman Phoenix project (TID 92). The Exhibits of the Agreement include, among other documents, the Human Resource Agreement, the Payment in Lieu of Taxes Agreement and the Façade Easement Agreement.

This agreement was executed pursuant to Common Council Resolution File No. 170787, adopted September 26, 2017.

Sincerely,

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

Enclosure

 **COPY**

DOC # 10773272

**RECORDED
05/03/2018 11:18 AM**

**JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
TRANSFER FEE:
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. 92

(Sherman Phoenix)

Recording Area

Name and Return Address

Rachel S. Kennedy
Assistant City Attorney
City Attorney's Office
200 East Wells Street, Room 800
Milwaukee, WI 53202

287-0416-110

Parcel Identification Number (PIN)

Drafted By:
Rachel S. Kennedy
City Attorney's Office
800 City Hall
200 East Wells Street
Milwaukee, WI 53202

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**COOPERATION AND
DEVELOPMENT AGREEMENT**

Tax Incremental District No. 92 – Sherman Phoenix

THIS AGREEMENT is made as of the 3rd day of April 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 SHERMAN PHOENIX, 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 3536 West Fond du Lac Avenue, Milwaukee, Wisconsin, as legally described on **Exhibit A** (the "Property"); and
2. Developer proposes to redevelop the existing building, which is approximately 24,877 square feet, located on the Property (the "Building") and to undertake the Façade Project and Interior Project (collectively, the "Project"), as further defined herein, which consists of redeveloping the Building into the Sherman Phoenix to consist of retail and commercial space for small businesses; and
3. In Common Council Resolution File No. 170787 adopted September 26, 2017, the City's Common Council approved a Project Plan and created Tax Incremental District No. 92 (Sherman Phoenix) ("TID No. 92") in order to provide for the funding for certain public infrastructure improvements within TID No. 92 as well as a business attraction/retention fund; and
4. The Property is located within the boundaries of TID No. 92; and
5. RACM, through the adoption of Resolution No. 10688 on August 17, 2017, authorized execution of this Agreement; and
6. In accordance with the TID No. 92 Project Plan the City, acting through RACM, will provide funds to Developer up to a maximum of \$225,000 (the "Grant") to fund the Project; 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 redevelopment of the Building and the construction of the Project in accordance with the terms of this Agreement; and

8. In order to promote redevelopment 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 24,877 square foot building that was originally built in 1927 for Sherman Park State Bank and most recently occupied by a BMO Harris Bank branch 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.

"DCD Commissioner" means the City's Commissioner of City Development.

"DPW Commissioner" means the City's Commissioner of Public Works

"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.

"Façade" means all exterior walls of the Building.

"Façade Easement" means the agreement contemplated by Article IV of this Agreement and attached as **Exhibit F**.

"Façade Project" means the project work completed pursuant to Article II and Article III of this Agreement.

"Final Plans and Specifications" mean design plans and specifications that will be used for construction of the Façade Project and the Interior Project prepared for Developer in accordance with the Preliminary Plans and Specifications and approved in writing by the Executor Director in consultation with the DCD Commissioner before Developer begins construction of the Project.

"Grant" means TID No. 92 funds up to \$225,000 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**.

"Interior Project" means the project work contemplated by Article II and Article III of this Agreement.

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

"Parties" means the City, RACM, and Developer.

"Preliminary Plans and Specifications" means design plans and specifications for the Project that have been submitted to and approved by the Executive Director in consultation with the DCD Commissioner in preliminary form, attached **Exhibit D**, and which will be submitted to and approved in writing by the Executive Director in consultation with the DCD Commissioner in final form before Developer begins construction of the Project.

"Project" means collectively the Façade Project and the Interior Project, and additional obligations of Developer described in Article II of this Agreement. The specific items making up the Project are listed on **Exhibit E**.

"Project Documents" means the Human Resources Agreement, the Façade Easement 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. 92, as amended, adopted by the City's Common Council in order to provide for certain costs within TID No. 92.

"Property" means the real property located at 3536 West Fond du Lac Avenue, 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 and in a condition that is approved by the DCD Commissioner, and Developer’s compliance with all other requirements of this Agreement.

“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. 92, or (iii) the date this Agreement is otherwise terminated in accordance with its terms.

“TID No. 92” means Tax Incremental District No. 92, created by the City’s Common Council in File No. 170787, adopted September 26, 2017 for the purpose of facilitating development efforts in an area along the commercial corridor of West Fond du Lac Avenue generally bounded by North 37th Street on the West, North 35th Street on the East, West Auer Avenue on the North and West Burleigh Street on the South.

“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 all of the following and as more specifically described in **Exhibit E**:

(a) Completing a full restoration of the Façade in compliance with the Historic Preservation Commission certificate of appropriateness requirements per MCO 320-21, if necessary.

(b) Redeveloping the Building including renovating the Building’s interior to a whitebox finish to provide necessary tenant improvements.

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

2.3 City Obligations. 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 redevelop the Building and to construct the Project.
- (b) Provide \$225,000 to RACM from Tax Incremental Account No. TD09280000 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 and Project Documents.
- (e) Review and, if they meet the requirements of this Agreement, approve the Preliminary Plans and Specifications and the Final Plans and Specifications.

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

- (a) Cause the Final Plans and Specifications to be prepared substantially consistent with the Preliminary Plans and Specifications and in accordance with the requirements of this Agreement and submit them to the Executor Director and the DCD Commissioner for approval no later than July 1, 2018.
- (b) Develop the Building and, as part of such redevelopment, design and construct the Project consistent with the Final Plans and Specifications and terms of this Agreement and Project Documents.
- (c) Acquire title to the Property.
- (d) Complete construction of the Project by July 1, 2019.
- (e) Grant to RACM the Façade Easement.
- (f) Comply with the requirements of the Human Resources Agreement.
- (g) Execute and deliver the Project Documents to which it is a party.

- (h) Fulfill all of its other obligations set forth in this Agreement and Project Documents.

ARTICLE III

GRANT

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

(a) City agrees to act on behalf of RACM by using its powers, as necessary, to provide for the accomplishment of RACM's redevelopment goals pursuant to sec. 66.1333(13), Wis. Stats., and in order to aid RACM's redevelopment activities so that the Grant will qualify as a project cost for TID No. 92 pursuant to sec. 66.1105(2)(f)(1)(h), Wis. Stats.

(b) City and RACM agree that the Grant will be deemed to have been made for the purpose of carrying out redevelopment and assisting in a redevelopment project pursuant to the terms of this Agreement.

(c) Developer agrees to cause the Project to be implemented and brought to Substantial Completion 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. 92 and exhibits conditions that cause it to be in "need of rehabilitation and conservation work" 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*, the Grant is a contribution made under sec. 66.1333(13), Wis. Stats., for the purpose of carrying out redevelopment and assisting in a redevelopment project. *Second*, the Grant 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., Wis. Stats..
- (3) The Grant serves a public purpose by eliminating blighting conditions, enhancing the City's tax base, and inducing appropriate redevelopment 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) i.e., Wis. Stats.

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

- (1) The Property exhibits conditions that cause it to be in need of rehabilitation and conservation work, 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 \$225,000. 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

4.1 Façade Easement. Developer will convey to the City a Façade Easement pursuant to the terms of the Façade Easement attached as **Exhibit F** to ensure the Façade is maintained for the Term specified in the Façade Easement. Developer, at its own expense, shall record the Façade Easement in the Milwaukee County Register of Deeds Office.

4.2 PILOT Agreement. Developer shall enter into a payment in lieu of taxes agreement with the City in form and substance of **Exhibit H** for the Property (the "PILOT Agreement"). Developer, at its own expense, shall record the PILOT Agreement in the Milwaukee County Register of Deeds Office.

ARTICLE V
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 redevelopment 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 DPW Commissioner 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 VI
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 VII

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.

ARTICLE VIII

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 IX

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 IX 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 IX.

ARTICLE X

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 XI

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 XII

INSURANCE

Developer shall provide, or cause to be provided, general liability insurance in the types and amounts set forth on **Exhibit G** 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 XII. 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 XII shall terminate with the issuance of the Certificate of Completion.

ARTICLE XIII

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 XIII 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 XIV

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 XV

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 XVI

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 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 construction; and compliance with applicable state and municipal labor standards.

ARTICLE XVII

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 XVIII

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: Rachel S. Kennedy

Developer:

Sherman Phoenix LLC
1850 W. Fond du Lac Avenue
Milwaukee, WI. 53205

Attn: Juli Kaufmann

ARTICLE XIX

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 DPW Commissioner or DCD Commissioner, as circumstances require, 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. Facsimile, email, or PDF, signatures shall be accepted as originals.

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

SHERMAN PHOENIX, LLC

CITY OF MILWAUKEE

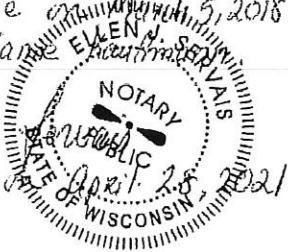
By: _____

Julianne M. Kaufmann
Managing Member, Sherman

State of Wisconsin, County of Phoenix
Milwaukee.

This document was signed
before me on May 5, 2018
by Julianne M. Kaufmann

Allen J.
Expires



Tom Barrett
Tom Barrett, Mayor

James Owczarski
James Owczarski, City Clerk
COUNTERSIGNED: for

Martin Matson
JB Martin Matson, Comptroller

REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE

Lois A. Smith
Lois A. Smith, Chair

David P. Misky
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 1st day of May, 2018.

Rachel S. Kennedy
Rachel S. Kennedy, Assistant City Attorney
State Bar No. 1066459

Approved as to form, content and execution
this 1st day of May, 2018.

Rachel S. Kennedy
Assistant City Attorney
1089-2017-1421:244637

STATE OF WISCONSIN)
) ss:
_____ COUNTY)

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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	Façade Easement
Exhibit G	Insurance Certificates
Exhibit H	PILOT Agreement

Exhibit A

Sherman Phoenix LLC

Legal Description of Real Property

Lots Two (2), Three (3) and Four (4) in Block Two (2) in E. Rhode's Subdivision in the Southwest One-quarter (1/4) of Section Twelve (12), in Township Seven (7) North, Range Twenty -one (21) East, in the City and County of Milwaukee, Stat of Wisconsin

Also

Lost Twenty-seven (27) and Twenty-eight (28) in Block One (1) in D.J. Coffey's Subdivision, being a part of the Southwest One-quarter (1/4) of Section Twelve (12) in Township Seven (7) North, Range Twenty - on (21) East, in the City and County of Milwaukee, State of Wisconsin

Commonly known as 3536 W. Fond du Lac Avenue, Milwaukee WI

Exhibit B
Certificate of Completion

Document Number	Document Title
CERTIFICATE OF COMPLETION (Sherman Phoenix)	
<div style="border: 1px solid black; padding: 5px;"> Recording Area Name and Return Address </div>	

287-0416-110

Parcel Identification Number (PIN)

Project: Sherman Phoenix

Site Address: 3536 West Fond du Lac Avenue

Developer: Sherman Phoenix, LLC

Agreement: Cooperation and Development Agreement dated as of _____, 2018 and recorded under on _____, 2018 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 ("RACM"), has caused the inspection of the "Property," as defined in the Agreement, and the redevelopment of the "Building," as defined in the Agreement, and the construction of the "Project," as defined in the Agreement, has been completed in accordance with the "Final Plans and Specifications," as defined in the Agreement, approved pursuant to the Agreement.

THIS CERTIFICATE when signed on behalf of City and RACM shall constitute a conclusive determination of satisfaction and termination of the agreements and covenants in Agreement with respect to the obligations of Sherman Phoenix, LLC and its successors and assigns to develop the Project on the Property, except those terms that have a different termination date or that run with the land as described in the Agreement.

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 City nor RACM 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.

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

**REDEVELOPMENT AUTHORITY OF
THE CITY OF MILWAUKEE**

By: _____
David P. Misky, Assistant Director

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2018, Rocky Marcoux of the above-named City of Milwaukee, to me known to be the person who executed the foregoing instrument, and to me known to be the Commissioner of City Development of said City of Milwaukee, and acknowledged the execution of the foregoing instrument.

(SEAL)

Notary Public, State of Wisconsin
My Commission _____

This document was drafted by Rachel S. Kennedy, Assistant City Attorney.

Exhibit A

Sherman Phoenix LLC

Legal Description of Real Property

Lots Two (2), Three (3) and Four (4) in Block Two (2) in E. Rhode's Subdivision in the Southwest One-quarter (1/4) of Section Twelve (12), in Township Seven (7) North, Range Twenty -one (21) East, in the City and County of Milwaukee, Stat of Wisconsin

Also

Lost Twenty-seven (27) and Twenty-eight (28) in Block One (1) in D.J. Coffey's Subdivision, being a part of the Southwest One-quarter (1/4) of Section Twelve (12) in Township Seven (7) North, Range Twenty - on (21) East, in the City and County of Milwaukee, State of Wisconsin

Commonly known as 3536 W. Fond du Lac Avenue, Milwaukee WI

Exhibit C

Human Resources Agreement

HUMAN RESOURCES AGREEMENT

(TID No. 92 – Sherman Phoenix)

CAO Doc. 244636v4

**HUMAN RESOURCES AGREEMENT
(TID NO. 92 – SHERMAN PHOENIX PROJECT)**

This Human Resources Agreement ("Agreement") is entered into as of April 13, 2018, by and between the City of Milwaukee ("CITY"), and Sherman Phoenix, LLC, a domestic limited liability company under the laws of the State of Wisconsin, ("DEVELOPER").

WHEREAS, the parties to this Agreement acknowledge and understand that this Agreement is executed in conjunction with the Cooperation and Development Agreement Tax Incremental District No. 92 – Sherman Phoenix dated even herewith ("Cooperation Agreement") executed by the parties in connection with the implementation of a development project (defined below) located at 3536 West Fond du Lac Avenue, Milwaukee, Wisconsin;

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

WHEREAS, DEVELOPER acknowledges that CITY has established policies regarding the utilization of unemployed and underemployed CITY residents in development project pursuant to sec. 355-7 of the MCO; and

WHEREAS, DEVELOPER acknowledges that approval and execution of the Cooperation Agreement was conditioned upon the DEVELOPER, its affiliates and their agents, agreeing to use Best Efforts, as defined below, to meet the requirements of this Agreement with respect to the development of the PROJECT, as defined below.

NOW, THEREFORE, the parties agree as follows:

I. DEFINITIONS

1. SBE is a business that has been certified by the City of Milwaukee Office of Small Business Development (the "OSBD") as a Small Business Enterprise based on the requirements of sec. 370-25 of the MCO.

2. FIRST-SOURCE EMPLOYMENT PROGRAM means an employment program operated by CITY or its designee which is to be utilized as contractors' first source for recruiting applicants for both new and replacement employment.

3. 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.

4. PROJECT means the Sherman Phoenix Project, as more particularly described in Article II of the Cooperation Agreement, to include the development of property located at 3536 West Fond du Lac Avenue, Milwaukee, Wisconsin.

5. 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; 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 OSBD, with such approval not being unreasonably withheld. DEVELOPER or its representatives and the OSBD shall meet and confer to determine the eligible PROJECT COSTS for such phase or portion of the PROJECT.

6. RPP means CITY's Resident Preference Program as described in sec. 355-7 of the MCO.

II. SMALL BUSINESS ENTERPRISE PROGRAM

In accordance with sec. 355-13-4 of the MCO, 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 supplies and non-professional services 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 OSBD. Advertisements shall be submitted to OSBD for review prior to publication. OSBD has reviewed and approved DEVELOPER's advertisements, which are contained in Exhibit B, and any new advertisements DEVELOPER wishes to publish shall be submitted to OSBD for review prior to publication.

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 it to the OSBD.

3. Complete and submit **Exhibit D “Form A – Contractor Compliance Plan”** to the OSBD 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 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 OSBD. 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.

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, requests for proposals 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 the 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 DEVELOPER meets or exceeds the 25% requirement for SBE participation for the construction, including supplies and non-professional services, for the entire PROJECT and the 18% requirement for SBE participation for the purchase of professional services for the entire 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 that aspect of the PROJECT, for the purposes of fulfilling the terms of this 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 entire 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, 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 OSBD.
2. Disseminating information provided by the OSBD 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 OSBD.
4. Working in cooperation with CITY, identify and implement 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 or within 30 days of the commencement of the PROJECT, DEVELOPER or its representatives and the OSBD shall meet and confer to determine the eligible PROJECT COSTS, which are Construction costs subject to the Best Efforts to meet the RPP requirement.

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

IV. SBE AND RPP REPORTING

DEVELOPER agrees to report to the OSBD, 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 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 OSBD with documentation supporting efforts extended to solicit bids from SBEs. Upon request, DEVELOPER shall make information related to SBE bids available to the OSBD.

C. Submit an SBE Monthly Report to the OSBD on or before the 20th of each month, or a quarterly report with the approval of the OSBD, 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. Complete and submit a final **Exhibit I** and **Exhibit J "SBE Subcontractor Payment Form"** to the OSBD 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 OSBD any necessary documentation relative to compliance with applicable labor standards provisions on forms specified by the OSBD.

VI. CITY ADMINISTRATION.

The OSBD shall have primary responsibility for the administration of this Agreement as well as primary monitoring and enforcement authority for the programs and activities

encompassed by this Agreement. In exercising its responsibilities under the Agreement, the OSBD shall use good faith and act in a reasonable manner. Notwithstanding the foregoing, the OSBD shall make all information and data collected pursuant to this 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 Agreement. CITY's Department of City Development and Comptroller shall cooperate with and assist the OSBD in the administration of this Agreement.

VII. DEVELOPER ADMINISTRATION.

DEVELOPER may retain a person or firm reasonably acceptable to the OSBD, 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 Agreement. DEVELOPER shall also comply with the reporting requirements set forth in Section IV of this 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 Agreement. Both parties understand that the CITY is bound by Wisconsin Public Records Law, and as such, all of the terms of this 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. Except as otherwise authorized, these records shall be maintained for a period of seven years from the date of this Agreement.

X. NOTICES.

All notices under this 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: Sherman Phoenix LLC
1850 W. Fond du Lac Avenue
Milwaukee, WI 53205
Attn: Juli Kaufmann

With a copy to: _____

XI. SANCTIONS.

In the event that DEVELOPER does not demonstrate Best Efforts to meet the requirements of this Agreement or if any document submitted to CITY by DEVELOPER or a contractor or subcontractor of DEVELOPER contains false, misleading or fraudulent information, the OSBD may impose 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 RPP hours required for the PROJECT.
- B. Specific performance or specified remedies under this Agreement.
- C. Remedies available under the Cooperation Agreement for such non-compliance.
- D. Termination, suspension or cancellation of the Cooperation Agreement or any contract or agreement related to the PROJECT in whole or in part.
- E. After a due process hearing, denial of DEVELOPER's right to enter into agreements with the CITY for two (2) years.

XII. COUNTERPARTS.

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

SIGNATURES ON NEXT PAGE

[Faint, illegible signature or stamp]

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

SHERMAN PHOENIX, LLC

By: [Signature]
Its: _____

CITY OF MILWAUKEE

By: [Signature]
Tom Barrett, Mayor

By: [Signature]
James R. Owczarski, City Clerk *for*

By: [Signature]
JB Martin Matson, City Comptroller

Approved as to form and execution and content
this 18th day of May, 20 .

[Signature]
Rachel S. Kennedy
Assistant City Attorney
State Bar No. 1066459

SHERMAN PHOENIX
FACADE & WHITE BOX BUILDING RENOVATION
MILWAUKEE, WI

Exhibit A - Project Cost Summary Sheet
Exhibit H - Construction RPP Hours Calculation



DESIGN DEVELOPMENT ESTIMATE

Monday, April 28, 2014

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	PERCENT	LABOR VALUE	EST. HOURS
1.0	010.0 GENERAL CONDITIONS			\$ 82,121				
2.0	010.0 PROJECT REQUIREMENTS			\$ 40,357				
3.0	020.0 DEMOLITION			\$ 123,862				
4.0	030.0 EXCAVATION			\$ 90,111				
5.0	040.0 PRECAST CONCRETE			\$ 40,284				
6.0	050.0 ALUMINUM			\$ 60,971				
7.0	060.0 STRUCTURAL AND ARCHITECTURAL STEEL			\$ 20,273				
8.0	070.0 ROUGH AND FINISH CARPENTRY LABOR			\$ 30,000				
9.0	080.0 MILLWORK			\$ 44,420				
10.0	090.0 DAMPROOFING			\$ 36,350				
11.0	100.0 THERMAL PROTECTION AND JOINT SEALANTS			\$ 10,300				
12.0	110.0 MEMBRANE ROOF AND SUBST. METAL SYSTEMS			\$ 131,143				
13.0	120.0 DOORS, FRAMES AND HARDWARE			\$ 9,250				
14.0	130.0 SHUTTERS AND OVERHEAD DOORS			\$ 50,000				
15.0	140.0 GLASS AND GLAZING			\$ 50,000				
16.0	150.0 METAL STUDS AND DRYWALL			\$ 50,000				
17.0	160.0 HARD TILE			\$ 50,000				
18.0	170.0 ACQUITTAL TREATMENTS			\$ 50,000				
19.0	180.0 CARPET AND RESILIENT FLOORING			\$ 50,000				
20.0	190.0 PAINTING AND FINISHING			\$ 50,000				
21.0	200.0 SPECIALTIES AND ACCESSORIES			\$ 50,000				
22.0	210.0 FIREPROOFING			\$ 50,000				
23.0	220.0 OPERABLE PARTITIONS			\$ 50,000				
24.0	230.0 KITCHEN EQUIPMENT			\$ 50,000				
25.0	240.0 AV EQUIPMENT - ALLOWANCE			\$ 50,000				
26.0	250.0 CONVEYING			\$ 50,000				
27.0	260.0 FIRE PROTECTION			\$ 50,000				
28.0	270.0 PLUMBING			\$ 50,000				
29.0	280.0 HVAC - ALLOWANCE			\$ 50,000				
30.0	290.0 ELECTRICAL			\$ 50,000				
31.0	300.0 SECURITY / ACCESS CONTROL			\$ 50,000				
32.0	310.0 EARTHWORK			\$ 50,000				
33.0	320.0 ASPHALT PAVING			\$ 50,000				
34.0	330.0 SITE CONCRETE			\$ 50,000				
35.0	340.0 LANDSCAPING & SITE AMENITIES			\$ 50,000				
36.0	350.0 SITE PLUMBING - ALLOWANCE			\$ 50,000				
				CONSTRUCTION SUBTOTAL	\$ 529,376	EST. LABOR VALUE		2,412
				CONSTRUCTION SUBTOTAL	\$ 60,759	TOTAL EST. LABOR VALUE	\$ 590,135	2,412
				20% SUB. CON. VALUE	\$ 12,152	EST. RPP LABOR VALUE	\$ 602,287	2,412

- Exhibit B - SBE Marketing Plan - Publications / Advertising Contacts
- Exhibit C - SBE Marketing Plan - Community Agency Contacts
- Exhibit C1 - SBE Contact Sheet



BUILDING YOUR VISION

March 6, 2018

SBE/RPP OUTREACH FOR SHERMAN PHOENIX

Ads were placed in the following publications:

Milwaukee Times (published weekly)
Ad ran twice

The Milwaukee Courier (published weekly)
Ad ran twice

Milwaukee Community Journal (published twice weekly)
Ad ran six times

Daily Reporter (published daily M-F)
Ad ran eleven times

Spanish Journal (published weekly)
Ad ran twice

The following Community Agencies were contacted:

National Association of Minority Contractors
Alyssa left a voicemail on 2/14 at 1:30PM

African American Chamber-Commerce
Alyssa left a voicemail on 2/14 at 1:33PM
Alyssa emailed on 2/20 at 10:30AM

Hispanic Chamber of Commerce of Wisconsin
Alyssa left a voicemail at 2/14 at 1:42PM

Hmong Wisconsin Chamber of Commerce
Alyssa emailed on 2/14 at 1:49PM

• catalystbuilds.com

833 E Michigan St
Suite 1000
Milwaukee, WI 53202
414.727.6840



1936 NORTH MARTIN LUTHER KING DRIVE
MILWAUKEE, WISCONSIN 53212
PHONE (414) 263-5088 • FAX (414) 263-4445
E-MAIL: MILTIMES@GMAIL.COM

PROOF FOR ADVISEMENT

ATTENTION: SBE & RPP
Subcontractors and Suppliers
Catalyst Construction is requesting
bids/quotes for the following project:

Sherman Phoenix Redéveloppement
3536 W. Fond du Lac Avenue
Milwaukee, WI 53216

Walk-Through Date:
(Not Mandatory)
Wednesday, February 21, 2018 at 8:00 AM
PROOF
Bid Date:
Friday, March 2, 2018 at 2:00 PM

Catalyst Construction
ATTN: Kathryn Sullivan
833 E Michigan St #1000
Milwaukee, WI 53202
Email: ksullivan@catalystbuilds.com

Ph: 414-727-6840 Fax: 414-727-6830
"An equal opportunity employer."

____ Corrections/Revisions
(please mark on copy)

____ O.K. to Run

Cost Breakdown: Cost per run:
2 col. x 6.5" x \$15 = \$195 per week

Sales Rep.:
William S. Gooden

Designer:
William S. Gooden

Run Date(s):
2/15/18

Ad to run on page:
Page 55 - Classifieds

Please respond with corrections or approval to run by e-mail: miltimesadvertising@gmail.com; by phone at (414) 263-5088; or by fax at (414) 263-4445.



Ad size 2 col (3.5556) x 5, cost is \$185.00 - 10% discount, new cost is \$166.50.

ATTENTION: SBE & RPP

Subcontractors and Suppliers
Catalyst Construction is requesting
bids/quotes for the following project:

Sherman Phoenix Redevelopment
3536 W. Fond du Lac Avenue
Milwaukee, WI 53216


Walk-Through Date:
(Not Mandatory)
Wednesday, February 21, 2018 at 8:00AM

Bid Date:
Friday, March 2, 2018 at 2:00PM

Catalyst Construction
ATTN: Kathryn Sullivan
833 E. Michigan St #1000
Milwaukee, WI 53202
Email: ksullivan@catalystbuilds.com

Ph: 414-727-6840 Fax: 414-727-6830
"An equal opportunity employer."

$2 \times 7 = \$392 \times 3 \text{ weeks} = \1176

 **CATALYST**
CONSTRUCTION

ATTENTION: SBE & RPP
Subcontractors and Suppliers
Catalyst Construction is
requesting bids/quotes for the
following project:

Sherman Phoenix Redevelopment
3536 W. Fond du Lac Avenue
Milwaukee, WI 53216

Walk-Through Date:
(Not Mandatory)
Wednesday, February 21, 2018
at 8:00AM

Bid Date:
Friday, March 2, 2018 at
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Milwaukee, WI 53202
Email:
ksullivan@catalystbuilds.com

Ph: 414-727-6840
Fax: 414-727-6830
"An equal opportunity employer."

Daily Reporter Publishing Company

Wisconsin's Construction News Source Since 1897

225 E. Michigan Street Ste. #300

Milwaukee, WI 53202-4900

1 (414) 276-0273

www.dailyreporter.com

1 of 1

**COPY FOR YOUR RECORDS ONLY,
NOT AN INVOICE OR AFFIDAVIT OF PUBLICATION**

Catalyst Construction, LLC
833 E Michigan St Ste 1000
Milwaukee, WI 53202-5615

Please Read Carefully

Daily Reporter Publishing Company is not responsible for errors or omissions after the First Run Date. If any errors, contact 1 (414) 276-0273. Attorneys placing legal advertisements are responsible for payment of same.

PQ #	
Order #	11500598
Placement	Daily Reporter (WI) Sub Bldg Construction
Schedule	2/16/2018 - 3/2/2018
# of Times	11 inserts
Base Charge*	715.00
Add'l Charges/Disc*	1.00
Payment Amount	0.00

TOTAL: 716.00
(Not an Invoice)

ORDER KEYWORDS:

SHERMAN PHOENIX
DEVELOPMENT 3636 W. FOND DU
LAC AVENUE MILWAUKEE, WI 53216

ATTENTION: SBE & RPP

Catalyst Construction is requesting
bids/quotes for the following project:

Sherman Phoenix Development
3536 W. Fond du Lac Avenue
Milwaukee, WI 53216

Walk-Through Date:
(Not Mandatory)
Wednesday, February 21, 2018 at
8:00AM

Bid Date:
March 2, 2018 at 2:00PM

Catalyst Construction
Attn: Kathryn Sullivan
833 E. Michigan Street, #1000,
Milwaukee, WI 53202
Ph: 414-727-6840
Fax: 414-727-6830
ksullivan@catalystbuilds.com

"An Equal Opportunity Employer"

Anchor Rate: \$65.00
Subsequent Rate: \$65.00

**Changes to this order may result in pricing changes.*

Customer: 10011079/Catalyst Construction, LLC

Order: 11500598

Proof Printed: 4:01:54PM on 2/14/2018 by Jenny Byington

ATTENTION: SBE & RPP

Subcontractors and Suppliers
Catalyst Construction is requesting
bids/quotes for the following project:
Sherman Phoenix Redevelopment
3536 W. Fond du Lac Avenue
Milwaukee, WI 53216

Walk-Through Date:
(Not Mandatory)
Wednesday, February 21, 2018 at 8:00AM

Bid Date:
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Catalyst Construction
ATTN: Kathryn Sullivan
833 E Michigan St #1000
Milwaukee, WI 53202
Email: ksullivan@catalystbuilds.com
Ph: 414-727-6840 Fax: 414-727-6890



"An equal opportunity employer."

2 x 5 - \$125.00 per run (2 weeks) = \$250.00

Motherly Help Wanted
FT/PT childcare gives \$10-\$12
414-645-9920
info@mygreentrees.com

**BILINGUAL OFFICE
ADMINISTRATOR**
Looking for an office administrator
part-time working in a fast-paced environment
excellent pay will train please call Lillian at
414-643-5683

ROOM FOR RENT
8009 W. Greenfield Ave.
Clean room with refrigerator,
microwave and cable.
\$110 per week plus \$225 deposit.
(773) 505-3453

SPANISH JOURNAL.COM
Affiliated With Spanish
Standard Spanish Language Center National

ATTENTION SBE & RPP
Subcontractors and Suppliers
Catalyst Construction is requesting
bids/quotes for the following project
Sherman Phoenix Redevelopment
3536 W. Fond du Lac Avenue
Milwaukee, WI 53216
Walk-Through Date:
(Not Mandatory)
Wednesday, February 21, 2018 at 8:00AM
Bid Date:
Friday, March 2, 2018 at 2:00PM
Catalyst Construction
ATTN: Kathryn Sullivan
833 E. Michigan St #1009
Milwaukee, WI 53202
Email: ksullivan@catalystbuilds.com
Ph: 414-727-6840 Fax: 414-727-6830
**CATALYST
CONSTRUCTION**
"An equal opportunity employer"

**PROPOSED
MILWAUKEE
COUNTY DAS-EM**
Projects for Adver-
tisement for Bids
Name of Project:
**COURTHOUSE AS-
BESTOS & REGULATED
MATERIALS RE-
MEDIATION T&M
CONTRACT**
Project No.:
5702-18408-03
Bid Due Date:
March 7, 2018
See Bid Docu-
ments for details
BID DOCUMENTS
FOR THE ABOVE
PROJECT ARE
AVAILABLE AT:
A/E: Graphics; Public
Room at
www.aegraphics.com
For Further Informa-
tion contact:
414-278-4861 or
www.countymilwaukee.gov

**PROPOSED
MILWAUKEE
COUNTY DAS-EM**
Projects for Adver-
tisement for Bids
Name of Project:
**COURTHOUSE AS-
BESTOS & REGULATED
MATERIALS RE-
MEDIATION T&M
CONTRACT**
Project No.:
5702-18404-04
Bid Due Date:
February 28, 2018
See Bid Docu-
ments for details
BID DOCUMENTS
FOR THE ABOVE
PROJECT ARE
AVAILABLE AT:
A/E: Graphics; Public
Room at
www.aegraphics.com
For Further Informa-
tion contact:
414-278-4861 or
www.countymilwaukee.gov

BET ON

Alyssa Young

From: Kermiath McClendon <kmccclendon@aaccwisconsin.org>
Sent: Tuesday, February 20, 2018 10:30 AM
To: Alyssa Young
Subject: RE: Sherman Phoenix Redevelopment Bidding Opportunity

Will do. Thank you for the opportunity.

Best,

Kermiath McClendon
Business Outreach Specialist

African American Chamber of Commerce of Wisconsin
633 W. Wisconsin Avenue - Suite 603, Milwaukee, WI 53203
O: (414) 462-9450
F: (414) 462-9452
kmccclendon@aaccwisconsin.org
<http://www.aaccwisconsin.org>

From: Alyssa Young [mailto:AYoung@catalystbullds.com]
Sent: Monday, February 19, 2018 3:47 PM
To: Kermiath McClendon <kmccclendon@aaccwisconsin.org>
Subject: Sherman Phoenix Redevelopment Bidding Opportunity

Good Afternoon,

Please pass along the information in italics below to your members as we are looking to include your members in the bidding process for the Sherman Phoenix redevelopment project. Please feel free to contact Kathryn or myself if you have any questions.

Catalyst Construction would like to invite your company to bid on the Sherman Phoenix Redevelopment project.

PROJECT: Sherman Phoenix Redevelopment

LOCATION: 3536 W Fond du Lac Ave - Milwaukee, WI 53216

BID DATE: Friday, March 2, 2018 at 2:00PM

WALK THROUGH DATE: Wednesday, February 21, 2018 (Not Mandatory)

PROJECT CONTACT: Kathryn Sullivan, Estimator & Project Manager, ksullivan@catalystbullds.com

RPP/SBE participation is required.

*Catalyst Construction
833 E Michigan St #1000
Milwaukee, WI 53202
Email: ksullivan@catalystbullds.com*

Ph: 414-727-6840 Fax: 414-727-6830

Alyssa Young

From: Alyssa Young
Sent: Wednesday, February 14, 2018 1:49 PM
To: 'info@hmongchamber.org'
Cc: Kathryn Sullivan (KSullivan@catalystbuilds.com)
Subject: Sherman Phoenix Redevelopment Bidding Opportunity

Good Afternoon,

Thank you for taking my call earlier today. Please pass along the information in italics below to your members as we are looking to include your members in the bidding process for the Sherman Phoenix redevelopment project. Please feel free to contact Kathryn or myself if you have any questions.

Catalyst Construction would like to invite your company to bid on the Sherman Phoenix Redevelopment project.

PROJECT: Sherman Phoenix Redevelopment

LOCATION: 3536 W Fond du Lac Ave – Milwaukee, WI 53216

BID DATE: Friday, March 2, 2018 at 2:00PM

WALK THROUGH DATE: Wednesday, February 21, 2018 (Not Mandatory)

PROJECT CONTACT: Kathryn Sullivan, Estimator & Project Manager, ksullivan@catalystbuilds.com

RPP/SBE participation is required.

*Catalyst Construction
833 E Michigan St #1000
Milwaukee, WI 53202
Email: ksullivan@catalystbuilds.com*

Ph: 414-727-6840 Fax: 414-727-6830

"An equal opportunity employer."

Alyssa L. Young
Business Relations Coordinator



833 E. Michigan St. Phone: 414.727.6840
Suite 1000 Cell: 615.608.7292
Milwaukee, WI 53202 catalystbuilds.com



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

Sherman Phoenix-Participants

[illegible]

[illegible]

Phone	Call Date	Call Time	Call Notes
(414) 797-9586	3/7/2018	10:41	710
(414) 385-0490			
(414) 271-4584			
(414) 327-3387			
(414) 511-5210			
(414) 495-4128	3/7/2018		10:54. Will leak at phone & let me know
(414) 506-0082			
(414) 835-8372			
(414) 543-4610			
(414) 315-0400			
(414) 271-4584			
(414) 315-0400			
(414) 315-0400			
(414) 303-5004			
(203) 534-3517			
(781) 751-0669	3/7/2018		Declined to bid
(414) 703-8053			
(414) 830-5261			
(414) 350-8675	3/7/2018		8:32 Declined bid via email
(203) 835-2738			
(414) 873-4945			
(203) 314-0400	3/7/2018		4:05 Declined to bid
(414) 735-7034			
(414) 735-7034			



Exhibit F - SBE Rejection of Bid or Proposal Form

INTERIOR RENOVATION
CONSTRUCTION SUMMARY
Thursday, February 2, 2017

Item	Description	Amount	Notes
1	John Beres Builders Integrity	\$ 7,403 BID FORTHCOMING	
2	John Beres Builders Ron Nelson	\$ 14,356 BID FORTHCOMING	
3	John Beres Builders Quest Engineering	\$ 16,101 BID FORTHCOMING	
4	LaForte Builder's Hardware John Beres Builders	\$ 2,303 3,108 Included in 062.0	
5	John Beres Builders Sheboygan Glass	\$ 8,849 BID FORTHCOMING	
6	Commercial Walls & Ceilings Applewood John Beres Builders	\$ 16,460 \$ 11,836 \$ 12,086	
7	Quality Ceilings VerHalen Austed	\$ 89,230 BID FORTHCOMING BID FORTHCOMING	
8	Kerns Handelnd Flooting United Flooting	\$ 59,432 \$ 53,730 \$ 39,840	Incomplete scope - need updated bid
9	High Definition Painting LLC Coffinsider Painting Devina	\$ 29,350 \$ 17,594 BID FORTHCOMING	
10	Grand Appliances	\$ 12,156	
11	FP Solutions Blair FP	\$ 13,200 \$ 16,700	

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

SHERMAN PHOENIX
FAÇADE & WHITE BOX BUILDING RENOVATION
MILWAUKEE, WI

Exhibit A - Project Cost Summary Sheet
Exhibit H - Construction RPP Hours Calculation



DESIGN DEVELOPMENT ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	EST. LABOR HOURS	EST. RPP HOURS
1.0	GENERAL CONDITIONS			\$ 92,121			
2.0	PROJECT REQUIREMENTS			\$ 40,337			
3.0	PERMITS, DUMPSTERS, ETC.			\$ 12,952			
4.0	EXCAVATION			\$ 99,911			
5.0	CONCRETE			\$ 40,288			
6.0	MASSONRY			\$ 60,911			
7.0	STRUCTURAL AND ARCHITECTURAL STEEL			\$ 40,288			
8.0	ROUGH AND FINISH CARPENTRY LABOR			\$ 60,911			
9.0	PAINTING			\$ 40,288			
10.0	MECHANICAL			\$ 60,911			
11.0	ELECTRICAL			\$ 40,288			
12.0	PLUMBING			\$ 60,911			
13.0	ROOFING			\$ 40,288			
14.0	GLASS AND GLAZING			\$ 60,911			
15.0	METAL STUDS AND DRYWALL			\$ 40,288			
16.0	HARD TILE			\$ 60,911			
17.0	ACoustical TREATMENTS			\$ 40,288			
18.0	CARPET AND RESILIENT FLOORING			\$ 60,911			
19.0	PARTITIONING AND STAIRING			\$ 40,288			
20.0	SPECIALTIES AND ACCESSORIES			\$ 60,911			
21.0	FIREPROOFING			\$ 40,288			
22.0	OPERABLE PARTITIONS			\$ 60,911			
23.0	KITCHEN EQUIPMENT			\$ 40,288			
24.0	AV EQUIPMENT - ALLOWANCE			\$ 60,911			
25.0	CONVEYING			\$ 40,288			
26.0	FIRE PROTECTION			\$ 60,911			
27.0	PLUMBING			\$ 40,288			
28.0	HVAC - ALLOWANCE			\$ 60,911			
29.0	ELECTRICAL			\$ 40,288			
30.0	SECURITY / ACCESS CONTROL			\$ 60,911			
31.0	EARTHWORK			\$ 40,288			
32.0	ASPHALT PAVING			\$ 60,911			
33.0	SITE CONCRETE			\$ 40,288			
34.0	LANDSCAPING & SITE AMENITIES			\$ 60,911			
35.0	SITE PLUMBING - ALLOWANCE			\$ 40,288			
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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 _____

Prime Contractor: _____ City of Milwaukee
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

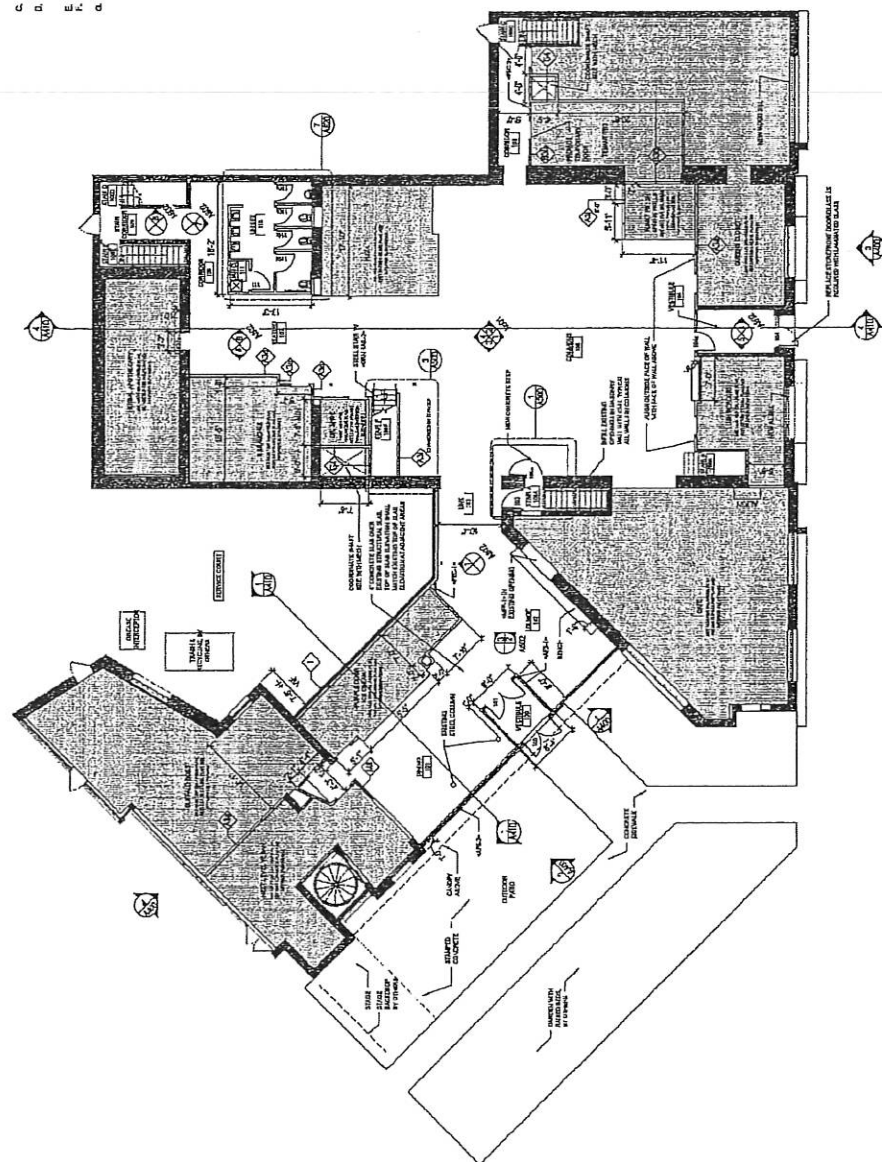
Exhibit D

Preliminary Plans and Specifications

GENERAL NOTES - CONSTRUCTION PLAN

ALL INTERIOR PARTITIONS SHALL BE "A" INCHES NOTED OTHERWISE.
 PARTITIONS SHALL BE CONSTRUCTED TO THE FINISH FACE OF THE STUDY AND TO NOT INCLUDE APPLIED FINISHES.
 ALL OTHER PARTITIONS SHALL BE CONSTRUCTED TO THE FINISH FACE OF THE STUDY AND TO NOT INCLUDE APPLIED FINISHES.
 ALL TYPICAL CORNER AND RELATED MECHANICAL AND ELECTRICAL ITEMS SHALL BE NOTED OTHERWISE.
 ALL MECHANICAL EQUIPMENT SHALL BE NOTED OTHERWISE.
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 ALL MECHANICAL EQUIPMENT SHALL BE NOTED OTHERWISE.

- A. ALL INTERIOR PARTITIONS SHALL BE "A" INCHES NOTED OTHERWISE.
- B. PARTITIONS SHALL BE CONSTRUCTED TO THE FINISH FACE OF THE STUDY AND TO NOT INCLUDE APPLIED FINISHES.
- C. ALL OTHER PARTITIONS SHALL BE CONSTRUCTED TO THE FINISH FACE OF THE STUDY AND TO NOT INCLUDE APPLIED FINISHES.
- D. ALL TYPICAL CORNER AND RELATED MECHANICAL AND ELECTRICAL ITEMS SHALL BE NOTED OTHERWISE.
- E. ALL MECHANICAL EQUIPMENT SHALL BE NOTED OTHERWISE.
- F. ALL MECHANICAL EQUIPMENT SHALL BE NOTED OTHERWISE.
- G. ALL MECHANICAL EQUIPMENT SHALL BE NOTED OTHERWISE.



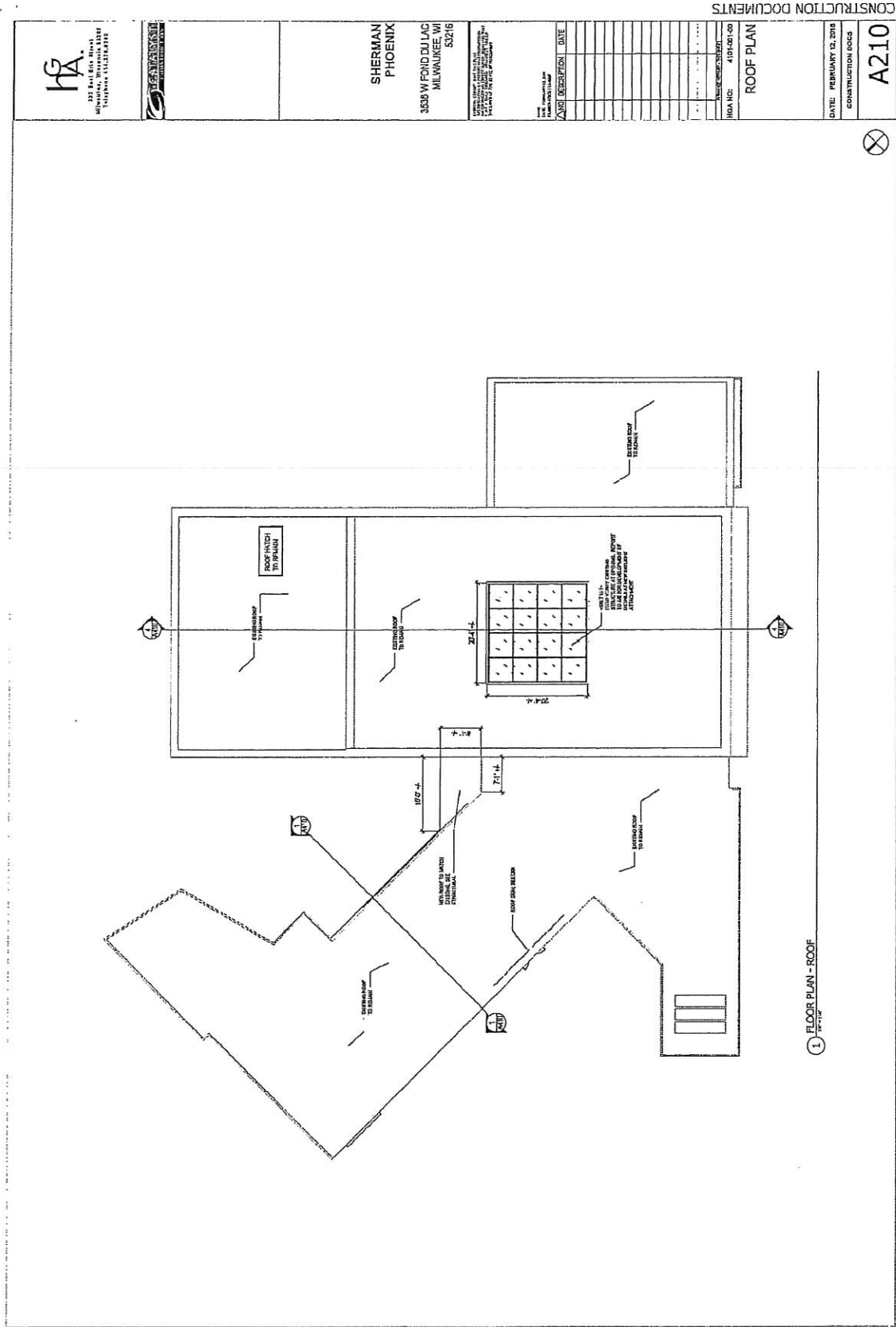
1 FLOOR PLAN - LEVEL 01
1/8" = 1'-0"

HA
 1111 East 10th Street
 Milwaukee, WI 53212
 Telephone: 414.224.4400

SHERMAN
 PHOENIX
 3530 W FOND DU LAC
 MILWAUKEE, WI
 53216

CONSTRUCTION DOCUMENTS
 FLOOR PLAN - LEVEL 01
 HDA NO: 4107-001-00
 DATE: FEBRUARY 12, 2018
 CONSTRUCTION DOCS
 A201

NO.	DESCRIPTION	DATE
1	REVISION	
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	



HA
333 East Erie Street
Milwaukee, WI 53212
Telephone: 414.224.2112

3535 W FOND DU LAC
MILWAUKEE, WI 53216

SHERMAN
PHOENIX

3535 W FOND DU LAC
MILWAUKEE, WI 53216

DATE: FEBRUARY 12, 2018
CONSTRUCTION DOCS
A210

ROOF PLAN

DATE: FEBRUARY 12, 2018

CONSTRUCTION DOCS

A210

ROOF PLAN

DATE: FEBRUARY 12, 2018

CONSTRUCTION DOCS

A210

ROOF PLAN

DATE: FEBRUARY 12, 2018

CONSTRUCTION DOCS

A210

ROOF PLAN

Exhibit E

List of Project Elements

All design and construction elements of the Façade, Core and Shell redevelopment necessary to bring the building located at 3536 W. Fond du Lac Avenue up to code compliance. Excludes all Site and Tenant Improvements, fixtures, finishings and furniture.

Exhibit F
Façade Easement

FAÇADE EASEMENT AGREEMENT

Document Number

Document Title

FAÇADE EASEMENT AGREEMENT
(TID NO. 92 -- SHERMAN PHOENIX)

Drafted By: Rachel S. Kennedy, Asst. City Attorney

Recording Area

Name and Return Address

Rachel S. Kennedy
Office of the City Attorney
200 East Wells Street
Milwaukee, WI 53202

287-0416-110

Parcel Identification Number (PIN)

THIS FAÇADE EASEMENT AGREEMENT ("Façade Easement") is made and entered into as of the 3rd day of April, 2018, by Sherman Phoenix, LLC, or its successors and assigns ("Grantor") and the Redevelopment Authority of the City of Milwaukee, a public body corporate and politic organized and existing under the laws of the State of Wisconsin ("RACM").

RECITALS

1. RACM is a Wis. Stat. 66.1333 public entity with goals that include facilitating public participation in the preservation of buildings significant in the history and culture of the City of Milwaukee, Wisconsin.
2. In furtherance of such purpose, RACM is authorized to accept easements and restrictive covenants to protect property of significant history and culture.
3. Grantor is the owner of an approximately 24,877 square foot building that was originally built in 1927 for Sherman Park State Bank and most recently occupied by a BMO Harris Bank branch (hereinafter referred to as the "Building") and the real property upon which it is located and more particularly described on **Exhibit A**, attached hereto (hereinafter referred to as the "Property").
4. The Building is significant in the history and culture of the City of Milwaukee, contributes significantly to the cultural heritage and visual beauty of the City of

Milwaukee, and its exterior appearance should be preserved as per the Final Plans and Specifications.

5. The grant by Grantor to RACM of this Façade Easement with respect to the exterior walls of the Building (hereinafter referred to as the "Façade") will assist in preserving, conserving, and maintaining the Building and the history, culture, and visual beauty of the City of Milwaukee.
6. To such end, and pursuant to the terms of the Cooperation and Development Agreement (Tax Incremental District No. 92 – Sherman Phoenix) dated as of _____, 2017 (the "Cooperation Agreement"), Grantor agreed to grant or cause to be granted this Façade Easement to RACM, and RACM desires to accept this Façade Easement on the terms, covenants, and conditions hereinafter set forth. Any capitalized terms not defined herein have the meanings ascribed to them under the Cooperation Agreement.

NOW, THEREFORE, in consideration of the promises, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and RACM agree as follows:

1. Grant of Façade Easement/Restriction. Grantor grants and conveys unto RACM, and RACM accepts, on and subject to the terms, covenants, and conditions hereinafter set forth, an easement and restriction in and to the Façade ("Façade Easement").
2. Term. This Façade Easement shall terminate on the date that the Tax Incremental District No. 92 – Sherman Phoenix ("TID No. 92") is terminated (the "Term"). Upon the expiration of the Term, at the request of any party hereto, Grantor and RACM agree to execute, in recordable form, a release terminating this Façade Easement and Grantor, at its expense, may record the release.
3. Maintenance and Repairs of Façade. Subsequent to completion of the restoration described in Article II of the Cooperation Agreement and throughout the duration of this Façade Easement, Grantor shall maintain the Façade in a good and sound state of repair and in the same condition as upon completion of the restoration, reasonable wear and tear excepted, throughout the Term.
4. Alterations and Improvements.
 - (a) Alterations. After RACM's issuance of a Certificate of Completion for the Façade restoration per the Final Plans and Specifications and as called for under Article II of the Cooperation Agreement, the Grantor shall not make any alterations to the Façade that would materially alter the appearance of the Façade, or that would adversely affect the structural soundness of the Building in a manner which would adversely affect the Façade, without the prior written consent of the Executive Director of RACM, which consent shall not be unreasonably conditioned, withheld or delayed. Notwithstanding the foregoing, the renovation, rehabilitation, reconstruction, repair, repainting or refinishing of presently (or previously) existing parts or elements of the Façade due to damage or deterioration caused by casualty loss

or wear and tear shall be permitted without the prior approval of RACM so long as such work is completed per the Final Plans and Specifications.

(b) Approval. RACM shall either approve such alteration or give reasonable grounds for denying approval in writing to Grantor within thirty (30) days after receipt by RACM from Grantor of written request for such approval, which request shall be accompanied by a description, in reasonable detail, of the project for which approval is requested.

(c) National Park Service. Notwithstanding any other provision of this Façade Easement, any renovation, rehabilitation, reconstruction, repair, repainting or refinishing of presently (or previously) existing parts or elements of the Façade approved in writing by the State Historical Society of Wisconsin, the National Park Service, or the Milwaukee Historic Preservation Commission shall be deemed to be approved by RACM.

5. Right to Inspect. Representatives of RACM may make reasonable inspections of the Façade throughout the Term of this Façade Easement, upon at least 48 hours prior written notice to Grantor, provided that such inspections shall not be conducted more often than one time every twelve months unless there is evidence of deterioration of the structural soundness of the Façade or Building. If RACM determines, in its reasonable judgment, as a result of its representatives' inspections, that Grantor is not maintaining the Façade in accordance with the requirements of this Façade Easement, RACM shall promptly inform Grantor of such non-compliance, in writing, and the Grantor shall, as soon as reasonably possible, remedy said non-compliance.

6. Insurance. Grantor and its successors and assigns shall maintain, or cause to be maintained, insurance against fire, theft and extended coverage risks (all hazards included within the term "all risks coverage"), with extended coverage, vandalism, and malicious mischief endorsements, covering the Building (including the Façade), in an amount equal to at least the full replacement cost thereof, including a replacement clause endorsement (actual replacement value without deduction for physical depreciation, but exclusive of the cost of excavations, footings, foundation and underground utilities), and sufficient to avoid all coinsurance provisions of such insurance policy or such other insurance coverages as may be approved by RACM's Executive Director from time to time. Grantor may maintain the insurance coverages required under umbrella or blanket insurance policies covering other premises. Annually, the Grantor shall deliver a certificate of insurance to RACM providing for not less than thirty (30) days' notice of termination or material change in coverage.

7. Miscellaneous.

(a) Notices. Any notice, request or demand required or permitted under this Façade Easement shall be deemed given on the earliest of: (1) when personally served or (2) two days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to RACM:

Redevelopment Authority of the
City of Milwaukee

With a copy to:

City of Milwaukee

809 North Broadway
Milwaukee, WI 53202
Attn: Executive Director

City Attorney's Office
200 East Wells Street, Suite 800
Attn: Rachel S. Kennedy

If to GRANTOR:

Juli Kaufmann
Sherman Phoenix LLC
1850 W. Fond du Lac Ave
Milwaukee, WI. 53205

Any party may change its address for the receipt of notice by written notice to the other.

(b) Headings. Paragraph and subparagraph headings herein are for convenience and reference only and in no way define or limit the scope or content of this Façade Easement or in any way affect its provisions.

(c) Governing Law. This Façade Easement shall be governed and construed in accordance with the laws of the State of Wisconsin.

(d) Amendments or Further Easements to be in Writing. No agreement or amendment shall be effective to add to, change, modify, waive or discharge this Façade Easement in whole or in part, unless such agreement is in writing and signed by all parties bound hereby.

(e) Covenants Running With the Land. All of the easements, restrictions, covenants and agreements set forth in this Façade Easement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective successors and assigns and all future owners of any portion of the Building.

(g) Partial Invalidity. If any provisions, or portions thereof, of this Façade Easement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Façade Easement, or the application or such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Façade Easement shall be valid and enforceable to the fullest extent permitted by law.

(h) Counterparts. This Façade Easement may be executed in any number of counterparts, each of which shall constitute one and the same instrument. Facsimile, email, or PDF signatures shall be accepted as originals.

[signatures on next page]

IN WITNESS WHEREOF, the undersigned have signed this Façade Easement to take effect as of the date first above written.

REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE

By:

Lois A. Smith, Chair

Attest:

David P. Misky, Assistant Executive Director/Secretary

State of Wisconsin, County of _____
This document was signed
before me on March 5, 2018
by Julianne Kaufmann.

Ellen J. Fowais, April 28, 2021 (Expires)

The signatures of Lois A. Smith and David P. Misky on behalf of RACM are hereby authenticated this 1st day of Mar 2018.

RACHEL S. KENNEDY
Assistant City Attorney
State Bar No. 1066459

STATE OF WISCONSIN)
) ss:
MILWAUKEE COUNTY)

Personally came before me this ____ day of ____ 2018, _____, _____ of the above-named _____ LLC, to me known to be the person who executed the foregoing instrument and to me known to be such _____ of said limited liability company, and acknowledged that he executed the foregoing instrument as such officer by its authority.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

1089-2017-1421:244632

EXHIBIT A

Real Property Legal Description

Lots Two (2), Three (3) and Four (4) in Block Two (2) in E. Rhode's Subdivision in the Southwest One-quarter (1/4) of Section Twelve (12), in Township Seven (7) North, Range Twenty -one (21) East, in the City and County of Milwaukee, Stat of Wisconsin

Also

Lost Twenty-seven (27) and Twenty-eight (28) in Block One (1) in D.J. Coffey's Subdivision, being a part of the Southwest One-quarter (1/4) of Section Twelve (12) in Township Seven (7) North, Range Twenty - on (21) East, in the City and County of Milwaukee, State of Wisconsin

Commonly known as 3536 W. Fond du Lac Avenue, Milwaukee WI

Doc Yr: 2018 Doc# 10773272 Page# 76 of 89

Exhibit H

PILOT Agreement

Document Number	Document Title
	PILOT AGREEMENT
<p align="center">PAYMENT IN LIEU OF TAXES AGREEMENT</p> <p align="center">(TID NO. 92 -- SHERMAN PHOENIX)</p>	
<p>Recording Area</p> <p>Name and Return Address</p> <p>Assistant City Attorney Office of the City Attorney 200 East Wells Street, Suite 800 Milwaukee, WI 53202</p>	

Parcel Identification Number (PIN) 287-0416-110

This PILOT AGREEMENT for payments in lieu of taxes ("PILOT Payments") is made by and between Sherman Phoenix, LLC, a domestic limited liability company under the laws of the State of Wisconsin, ("OWNER") and the City of Milwaukee, a Wisconsin municipal corporation ("CITY"), as of the 3rd day of April, 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

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 included in the TID No. 92 – Sherman Phoenix Project (the “PROJECT”) which is subject to that Cooperation and Development Agreement (TID No. 92 – Sherman Phoenix), dated even herewith, (the “COOPERATION AGREEMENT”); and

WHEREAS, In Common Council Resolution File No. 170787, adopted September 26, 2017, the Common Council approved the Project Plan for Tax Incremental District No. 92 (“TID 92”) in order to provide for certain costs with respect to 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 COOPERATION 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 92; 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 PROJECT 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 PROJECT 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 PROJECT 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 PROJECT 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 92 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 2015, the applicable Total Property Tax Rate was \$29.35 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 92, 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 agents 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



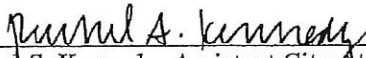
James R. Owczarski, City Clerk

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 May, 20 18.



Rachel S. Kennedy, Assistant City Attorney
State Bar No. 1066459

OWNER

By: _____

Julianne M. Kaufmann
Managing Member, Sherman Phoenix LLC

STATE OF WISCONSIN)
) ss:
MILWAUKEE COUNTY)

Personally came before me this ____ day of ____, 20____, the
____ of the above-named _____, to me known to be
the person who executed the foregoing instrument and to me known to be such _____ of such
_____, and acknowledged that he/she executed the foregoing instrument as
such officer.

Notary Public, State of Wisconsin
My Commission _____

Prepared by:
Rachel S. Kennedy, Assistant City Attorney
Milwaukee, Wisconsin

CAO Doc. 244628



State of Wisconsin, County of Milwaukee
This document was signed before
March 9, 2018 by
Kaufmann.
Julianne M. Kaufmann, Notary
County, Expires April
28, 2021.

EXHIBIT A

Legal Description of the Property

Lots Two (2), Three (3) and Four (4) in Block Two (2) in E. Rhode's Subdivision in the Southwest One-quarter (1/4) of Section Twelve (12), in Township Seven (7) North, Range Twenty -one (21) East, in the City and County of Milwaukee, Stat of Wisconsin

Also

Lost Twenty-seven (27) and Twenty-eight (28) in Block One (1) in D.J. Coffey's Subdivision, being a part of the Southwest One-quarter (1/4) of Section Twelve (12) in Township Seven (7) North, Range Twenty - on (21) East, in the City and County of Milwaukee, State of Wisconsin

Commonly known as 3536 W. Fond du Lac Avenue, Milwaukee WI

