

# DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (this "Agreement"), made and entered into as of the 9<sup>th</sup> day of May, 2017, by and between **GLENN RIEDER, INC.** its successors or assigns ("Buyer"), and the **COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS**, (the "Seller"), collectively referred to as the "Parties".

**WHEREAS**, on even date herewith, the Seller and Buyer have executed a Purchase and Sale Agreement for the purchase by Buyer and the sale by the Seller of the "Property" described therein; and,

**WHEREAS**, Buyer intends to develop on the Property approximately 119,500 square feet of building, consisting of approximately 33,500 sq. ft. of office space and 86,000 sq. ft. of manufacturing/industrial space and related improvements, and estimated development and construction costs, including all hard, soft and site preparation costs, are approximately \$7.2 million. The development will be generally consistent with the attached preliminary site plan and rendering hereby attached as **Exhibit 1 – Rendering and Site Plan**, which Seller agrees is acceptable in all respects and satisfies, in Seller's opinion, the standards set forth in this Development Agreement. The development described above is hereinafter described as the "Project" located at 1960 S. 67 Place and 6520 W. Becher Place in the City of West Allis, Wisconsin and will be developed pursuant to the terms of this Agreement; and,

**WHEREAS**, the sale of the Property is contingent upon Buyer's commitment to constructing the Project on the Property; and,

**WHEREAS**, Buyer and the Seller desire to set forth in writing the terms and conditions under which Buyer has agreed to develop and maintain the Project.

**NOW, THEREFORE**, in consideration of the mutual covenants and benefits contained herein and in the Purchase and Sale Agreement signed herewith, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

**1. SELLER'S OBLIGATIONS.** Seller shall be obligated as follows:

**A. Sale of the Property.** Subject to the obligations and contingencies set forth in the Purchase and Sale Agreement, Seller shall close the sale of the Property to Buyer.

**B. Zoning and Planning Approvals.** Prior to closing as defined in the Purchase Agreement and after Closing (if necessary), Seller shall use its best efforts to expedite the zoning, plan review and inspection process of the City of West Allis to accommodate Buyer's development schedule for the construction of the Project. To the extent not already approved on or prior to the date of this Agreement, all such required approvals are subject to final approval of the Common Council of the City of West Allis and the City Plan Commission consistent with applicable codes and ordinances of the City of West Allis. Seller agrees to use its best efforts to assist Buyer in obtaining these approvals (and the approvals required of any other entity related to Seller) and to expedite them. The commencement date for construction shall be no later than the date referred to in the PROJECT SCHEDULE hereby attached as **Exhibit 2 – Project Schedule**. Except as otherwise set forth in the Purchase and Sale Agreement, failure of Buyer to commence construction as required by this Section and as set forth in **Exhibit 2** shall constitute a breach of this Agreement.

**2. BUYER'S OBLIGATIONS.** Buyer shall be obligated as follows:

**A. Purchase of the Property.** Subject to the obligations and contingencies set forth in the Purchase and Sale Agreement, Buyer shall close the purchase of the Property from the Seller as provided in the Purchase and Sale Agreement.

**B. Intentionally omitted.**

**C. Construction of Project.** Buyer will construct and landscape the Project in accordance with an approved site, landscaping, architectural, and building plans and specifications consistent with the applicable codes and ordinances of the City of West Allis. The building elevations & materials and the landscaping plan will be consistent with **Exhibit 1 - Building Rendering and Site Plan.**

**D. Schedule.** Except as otherwise set forth in the Purchase and Sale Agreement, Buyer shall commence construction of the Project no later than the date referred to in **Exhibit 2 – Project Schedule**, of this Agreement and shall proceed with due diligence to completion and occupancy no later than the date referred to in **Exhibit 2** of this Agreement.

**E. Information Sharing.** Buyer shall maintain records such that its actual expenditures for the preparation, construction and landscaping of the Project may be ascertained and reconciled against the budget approved by Buyer's construction lender. From time to time, upon reasonable notice from Seller, Seller shall be entitled to examine such records to verify construction costs. Seller acknowledges that certain portions of the materials to be exchanged pursuant to this Agreement contain sensitive and proprietary information relating to Buyer and the Project and that disclosure could cause irreparable harm if such materials were to be made available to the general public. Additionally, certain of the materials to be exchanged may be trade secrets or copyrighted. The Parties further acknowledge that Seller is subject to the requirements of the Wisconsin Public Records Law. Wis. Stats. §§19.21 et seq. Under these statutes, all documents and records are subject to public disclosure, unless there is a statutory, common law, or public policy reason for nondisclosure. The Parties acknowledge that this Agreement is subject to the provisions of the Public Records Law of the State of Wisconsin (Wis. Stat.

Section 19.21 et seq.) This Agreement, the Purchase and Sale Agreement, the Environmental Addendum and other attachments thereto are deemed to be public records. Should Seller receive a records request for documents that contain Buyer's financial information, Seller shall notify Buyer of the request and afford Buyer a reasonable period of time (not to exceed 10 days) to respond to Seller. If Buyer objects to release of the requested record(s) or part thereof, Seller shall perform the common law balancing test. If Seller determines that the balance falls in favor of non-disclosure, it shall so inform Buyer and the requestor. If Seller determines that the balance falls in favor of disclosure, it shall so notify Buyer and the requestor and afford Buyer a reasonable time (not to exceed 10 business days) to commence an action seeking to prevent disclosure of the record(s).

**F. Availability of Funds and Approval for Construction.** Prior to the execution of this Agreement, and from time to time thereafter prior to completion of construction of the Project, upon reasonable request of the Seller not more than once every 12 month period, Buyer shall provide to Seller evidence satisfactory to the Seller, in Seller's reasonable discretion, that Buyer has available to it necessary corporate approvals and sufficient funds for the completion of the Project upon the schedule set forth herein. See Section 2.E. above pertaining to public records.

**G. Conveyance.** Until after the Occupancy Permit has been issued, Buyer shall not sell, transfer or convey the Property to anyone other than an Affiliate (as hereinafter defined). For purposes of this Agreement "Affiliate" shall mean an entity controlling, controlled by or in common control with Buyer. Nothing herein shall preclude Buyer from selling any membership interest in the owner of the Property.

**H. Nondiscrimination.** No owner or occupant of the Property shall restrict the use or enjoyment of the Property or the Project upon the basis of sex, race, creed, color, or national origin in the sale, use or occupancy thereof.

**I. Intentionally Left Blank**

**J. Intentionally Left Blank**

**3. CONSTRUCTION QUALITY GUARANTEE.** Buyer shall provide the following:

**A. Building Design.** The following principles shall be used for all structures on the Property:

- 1) New buildings should be oriented toward the principal street abutting the parcel.
- 2) Four-sided architecture is required. Achieve unique and attractive design through architectural features, such as, wall planes and roofline projections, expression lines, scoring, porticos, overhangs, identifiable entrance features, use of transparent windows/glass display windows, diversity of compatible materials and colors, curvilinear forms, vertical elements, additional floors, emphasis of structural features, integral planters or wing walls, accent lighting and masonry exterior construction.
- 3) Install utility lines underground.
- 4) Chain-link fencing and barb wire fencing is not permitted.
- 5) Off-street parking and loading facilities shall be required in accordance with Section 12.19 of the West Allis Revised Municipal Code.
- 6) Parking for loading dock areas should be located in the rear of building and screened from view.

7) All utility areas should be located away from the view of the general public. To the extent possible, these areas shall be in the rear of the building; however, they shall never be located adjacent to residential uses or on the primary street elevation.

8) Indicate traffic control measures at all entrances to public rights-of-way.

9) Transportation alternatives for employees and visitors shall be included on site as follows:

a. Bicycle racks (inverted-u style) near primary building entrances.

b. Pedestrian accessibility to the property from existing public right-of-way and public transportation shall be part of the overall design plan. If access is planned from W. Burnham St., W. Becher Pl. or S. 67 Pl. a sidewalk connection is required.

c. Internal connections from parking lots to main building entries and employee entrances shall also be integrated.

**B. Architectural Design.** Building design, construction materials and color finish shall be compatible with, and complementary to, other development constructed within the project boundary. Design a principal façade and obvious main entrance parallel to the public street edge. Ensure that the scale and design of new buildings are compatible with adjacent buildings. At a minimum, the architectural portion of the Plan Commission submittal will consist of Architectural Elevations and plans that are generally consistent with the attached **Exhibit 1 - Building Rendering and Site Plan**. The following criteria shall be used:

1) Unless otherwise approved by the City Plan Commission or Community Development Authority of the City of West Allis ("CDA"), utilize brick, architectural pre-cast

concrete panels, decorative concrete block or cut stone. Use of corrugated sheet metal, EIFS, vinyl siding, or aggregate pebbled siding is not allowed.

2) Use a predominant facade material and a limited number of compatible secondary facade materials consistently and uniformly on all facades of the building. All elevations shall be consistent in design and material.

3) Colors for predominant facade materials should be a range of earth tones which reflect natural materials.

4) Confirmation of building wall articulation on plans; avoid large expanses of flat and/or blank surfaces (Architectural bump outs, canopies, windows, doors, overhangs, and articulated rooflines). An emphasis of these features shall be provided at pedestrian areas of the building to lower the scale of the building.

5) Entrances should be clearly visible from parking areas and pedestrian walkways. All entrances shall provide some element of shelter from inclement weather.

6) The design, quality of materials, scale and character of the entrances shall identify which are public and which provide staff or auxiliary access to the building. Indicate a clear hierarchy of entrances.

7) Use windows to maximize daylight. The placement of windows and doors on a building are an important part of its overall design. Well-designed windows and doors and their placement can define the overall composition of a design, reduce energy use and create a productive work environment.

a. Window and door placement shall be used to avoid large blank walls.

Punched window openings are required on all 4-sides of the building.

- b. Maximize window height, and use clerestory windows, skylights, and light-pipe technology to transmit light to spaces not reachable by other means.
  - c. Balance glazing color for view, daylight and energy performance.
  - d. Confirmation of window details including information on mullions and glazing type.
  - e. Limit the use of spandrel glass in favor of translucent windows. The use of spandrel glass is acceptable between floors. The majority of each window opening should be translucent glass.
- 8) Wherever possible, parapet walls or other acceptable architectural screening should block rooftop HVAC units from public view as well as screening sources of mechanical noise, odors and loading operations from adjacent properties;
- 9) Outbuildings on a parcel should be designed to be compatible to the principal structure on the site in scale, materials and colors.

**C. Lighting.** The following criteria shall be used:

- 1) Exterior lighting details and fixture types to be shown on the exterior building elevations.
- 2) Avoid light pollution to neighboring properties. No light splay beyond the property lines.
- 3) Yard area flood lighting shall not be mounted to the building. Full cut-off fixtures and light poles are recommended for lighting larger areas of the yard/site;
- 4) Consider low light exterior accent lighting for architectural elements and entrances.



**D. Site/Landscaping Design.** Landscaping meeting WDNR capping requirements and local standards as an integral part of any development. All required yard/setback areas, parking and loading facilities shall be acceptably landscaped with appropriately spaced trees, shrubs, perennial plantings, and grass or other suitable ground cover material as approved by the West Allis Plan Commission. Landscape material shall be suitable to climate, soil conditions and the intended use shall be sufficient size and density to create an “immediate environment.” The following criteria shall be used:

- 1) Do not locate parking within 10 feet of a property line.
- 2) Provide a ten-foot wide minimum planting buffer between all development and adjacent residential development.
- 3) Parking areas shall additionally have visual screening around all parking and loading areas and adjacent residential developments.
- 4) Pedestrian and vehicle access to the property from public right-of-way and within the property shall be indicated on the plan.
- 5) Truck routes should be identified.
- 6) The development shall devote a minimum of 15% of the total area of the site to planted landscape development.
- 7) Unless otherwise approved by the City Plan Commission or CDA, paved parking and loading areas shall incorporate landscape islands with one (1) deciduous native shade tree per 3,200 square feet of parking lot surface, or 1 deciduous native shade tree per 15 parking spaces. Trees shall be placed in protected pervious plots of at least 100 SF area.

8) Unless otherwise approved by the City Plan Commission or CDA, a minimum of one large canopy tree shall be required for every one thousand square feet of landscape planting area.

9) The perimeter of a parcel within the project area shall be landscaped with trees, shrubs and perennial plantings. Large deciduous shade trees shall be spaced a maximum of 60 ft. on center. Smaller ornamental trees shall be spaced a maximum of 30 ft. on center.

10) The minimum tree caliper shall be 2 inches.

11) Loading dock areas should be located in the rear of building and screened from view.

12) All outdoor storage areas shall be delineated on the plan and the height of storage shall not exceed the screen height.

13) Refuse and utility areas should be designed as to be incorporated as part of the building envelope and match the building materials. If separated, they must also be screened from view within a four-sided enclosure to match the building design;

14) Any fencing or walls should be delineated on the plan. Chain-link fencing and barb wire fencing is not permitted;

15) Poured concrete curbs are recommended around landscaping islands and parking areas. Wheel stops are not encouraged. Landscaping timbers are not permitted.

16) Mulch beds around trees, bushes and flowerbeds shall be hardwood mulch. Mulch bed planting areas should be framed/bordered with grass or other living groundcover.

**E. Signage.** The type, size and location of all proposed signage shall be approved to promote the environmental aesthetics of specific premises and the image of the redevelopment project as

a whole. Buildings intended primarily for rental should be designed with a sign frieze to assure uniformity and continuity of style. Off-premises, rooftop, and pole signs are expressly prohibited.

All signage within the redevelopment project boundary shall be in accordance with the City Sign Ordinance Section 13.21 of the Revised Municipal Code.

**F. Recommended Green Development/Design Guidelines.** Design issues are a key feature in any development's ability to act sustainably on the environment and workers. Design refers largely to the physical layout of the facility itself. It includes both interior and exterior design elements. Incorporating sustainable design principles like energy efficiency and indoor workspace quality has been shown to increase productivity which can quickly offset higher rent costs.

*The following is a list of some elements that a developer may wish to consider but are NOT required to be incorporated:*

- (a) Design for flexibility and for other future uses.
- (b) Build recycling facilities/capacity into the facility.
- (c) Consider indoor air quality (IAQ) with regard to paint, carpet, and other building material.
- (d) Encourage other alternative transportation facilities; such as employee showers, indoor bicycle storage lockers, employee walking paths and recreation areas on site.
- (e) Comply with the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, which is a priority program of the US Green Building Council.
- (f) Evaluate environmental performance from a "whole building" perspective over a building's life cycle.
- (g) Use maximum passive heating and cooling design techniques.
- (h) Achieve 100% day-lighting (e.g. use of mirror technology called "light pipes").

- (i) Design for use of renewable energy systems.
- (j) Use energy conserving lights.
- (k) Use materials and equipment that are beyond compliance for energy-conserving programs or standards.
- (l) Consider materials type for building shell and interiors (e.g. energy efficient, locally available).
- (m) Use a flexible heating, ventilation, and air conditioning (HVAC) system (e.g. solar ready, adaptability to other new technology).
- (n) Consider paving materials to reduce amount of impervious surface (subject to restrictions placed on the property by the WDNR).
- (o) Use water conserving plumbing fixtures.
- (p) Use sophisticated energy control systems (e.g. HVAC is triggered by CO2 content in the air, not a timer).
- (q) Use maximum feasible recycled and/or reused materials (e.g. steel beams from an old building).
- (r) Specimen trees on site should be preserved, if feasible.
- (s) Use climate and topology-appropriate landscaping.
- (t) Use low maintenance landscaping and materials.
- (u) Utilize native plants.
- (v) Utilize environmentally friendly materials (e.g. porous paving, limited fertilizers, herbicides)
- (w) Consider limiting the amount of lawn by increasing landscaping.
- (x) Consider creating habitat to mitigate for loss of habitat from development (e.g. either on-site or consider becoming a habitat mitigation bank).

4. **COMPLIANCE OF PLANS.** Seller agrees that the attached preliminary site plan and rendering hereby attached as **Exhibit 1 – Rendering and Site Plan**, are acceptable and satisfy all standards set forth in this Development Agreement, including the provisions set forth above.

65. **MAINTENANCE RESPONSIBILITIES**

A. The Buyer shall keep the Property, all contiguous street right-of-way to edge of pavement, and easement areas in a well maintained, safe, clean, and attractive condition at all times.

Such maintenance includes, but is not limited to, the following:

- (1.) The removal of all litter, trash, refuse, and wastes.
- (2.) The mowing of all lawn areas should be conducted in accordance with municipal code.
- (3.) The maintenance of lawn and landscape areas in a weed-free, healthy and attractive condition.
- (4.) The care and pruning of trees and shrubbery outside of easements within property boundaries.
- (5.) The maintenance of exterior lighting, signs, and mechanical facilities in working order.
- (6.) The keeping of all exterior building surfaces in a clean, well maintained condition.
- (7.) The striping and sealing of parking and driveway areas.
- (8.) The removal of unlicensed or inoperable vehicles.
- (9.) Snow and ice removal.

B. During construction, it shall be the responsibility of the Buyer to ensure that the Property is kept free of unsightly accumulations of rubbish and scrap materials; and that construction materials,

trailers, and the like are kept in a neat and orderly manner. Burning of excess or scrap construction material is prohibited. Construction site erosion control practices shall be implemented to prevent erosion, sedimentation and pollution of air or water during construction. An erosion control plan shall be submitted and approved by the Building Inspection & Neighborhood Services Department consistent with applicable codes and ordinances.

C. Storm Water Management and Controls. The Buyer will be required to meet City of West Allis, WDNR, and Milwaukee Metropolitan Sewerage District (MMSD) storm water management requirements.

6. PURCHASE AND SALE AGREEMENT TO GOVERN. All other terms and conditions of the Purchase and Sale Agreement signed contemporaneously with this Agreement shall govern the interpretation and application of this Agreement. Where the terms of this Agreement and the Purchase and Sale Agreement are in conflict, the terms of the Purchase and Sale Agreement shall govern.

7. DEFINED TERMS: the defined terms contained in the Development Agreement shall, unless a specific definition is given, be governed by the definitions contained in the Purchase and Sale Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement the date first above written.

**(SIGNATURES CONTINUED ON NEXT PAGE)**

AGREED TO BY AND BETWEEN Buyer and Seller on the date first set forth above.

**SELLER: COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS**

By: *John F. Stibal*  
John F. Stibal, Executive Director

Dated: 5-9-17

**BUYER: GLENN RIEDER, INC.**

By: *Michael Floyd*  
Michael Floyd, CEO

Dated: 5/8/17

Approved as to form this 9 day  
of May, 2017.

*Scott E. Post*  
Scott E. Post, City Attorney

STATE OF Wisconsin)  
Milwaukee ) SS.  
COUNTY)

Personally came before me this 8 day of May, 2017, the above-named individuals are known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said corporation.

*Jackie Fessenbecker* [SEAL]  
**JACKIE FESSENBECKER**  
Notary Public, State of Wisconsin  
Print Name: Jackie Fessenbecker  
Notary Public, Milwaukee County  
State of Wisconsin  
My Commission: 6/25/17

STATE OF WISCONSIN )  
 )  
COUNTY OF Milwaukee ) ss.

Personally came before me this 9 day of May, 2017,  
the above-named individual(s) are known to me known to be the person(s) who  
executed the foregoing instrument and acknowledged the same.



Gale M Jender  
Name: Gale M Jender  
Notary Public  
My Commission: 9-11-20





## List of Exhibits

Exhibit 1	Building Rendering and Site Plan
Exhibit 2	Project Schedule

Exhibit I – Building Rendering and Site Plan

Exhibit 2 - Project Schedule

Item	Description	Date	Entity
1	Execute Memorandum of Understanding	11/23/2016	Executive Director (SELLER) / BUYER
2	Execute Purchase Agreement (with negotiated Development Agreement as Exhibit)	120 days following full execution of MOU	SELLER/BUYER
3	Public Hearing to Sell Land	75 days following full execution of MOU	Common Council/CDA
4	Site, Landscaping, Architectural Plan	90 days following full execution of Purchase Agreement	Plan Commission/ BUYER
5	Plan Commission Approval	Prior to Closing on Property	BUYER/Plan Commission
6	Confirmation from WDNR that Case Closure and Exemption Grant will be available for conditional approval subject to the construction of the Project.	Prior to Closing on Property	BUYER/SELLER
7	Construction Drawings	30 days prior to the start of construction	Buyer submits Plans to Building Inspection/ State of Wisconsin
8	Closing	Not later than 90 days following full execution of Purchase Agreement	SELLER/BUYER
9	Commence Construction	Prior to 12/31/2017	BUYER
10	Project Completion	Prior to 12/31/18	BUYER
11	Final Request for WDNR Case Closure Completion	60 days following construction completion	BUYER/SELLER