



City of West Allis

Meeting Agenda

Community Development Authority

Gerald C. Matter, Chair
Wayne Clark, Vice-Chair
Karin M. Gale, Donald Nehmer, Michael Suter
Ald. Kevin Haass, Ald. Martin Weigel
Patrick Schloss, Economic Development Executive Director

Tuesday, May 9, 2023

6:00 PM

City Hall, Room 128
7525 W. Greenfield Ave.

REGULAR MEETING

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF MINUTES

1. [23-0321](#) April 25, 2023

Attachments: [April 25, 2023 \(draft minutes\)](#)

D. MATTERS FOR DISCUSSION/ACTION

2. [23-0341](#) Resolution authorizing utility easements to AT&T for underground utilities, to be located at 6601 W. National Ave.

Attachments: [AT&T - WI Non-Exclusive & Exclusive Easement \(5-9-23\)](#)
[CDA Res. No. 1445 - Utility easement AT&T - 6601 W Nat'l Ave \(5-9-23\)](#)

3. [23-0327](#) Resolution approving a Purchase and Sale Agreement and Development Agreement for the sale of land between the Community Development Authority of the City of West Allis and Makers Row QOZB, LLC

Attachments: [CDA Res. No. 1452 - Maker's Row PSA \(5-9-23\)](#)

4. [23-0328](#) Resolution authorizing a loan up to \$200,000 to Element 84, LLC and West Allis 84 Properties, Inc. for the buildout of commercial space at 1478-82 S. 84th St. and 8290 W. Orchard St. (Tax Key No. 452-0713-000).

Attachments: [CDA Res. No. 1453 - Element 84 Loan - \\$200,000 \(5-9-23\)](#)
[Ogden Loan Terms - draft](#)

5. [23-0329](#) Resolution to approve National Avenue Commercial Corridor Code Compliance Forgivable Loan for Fire Cycle Fitness LLC for the property at 1478 S. 84th St., West Allis in the amount of up to \$8,500 (Tax Key: 452-0713-000).

Attachments: [CDA Res. No. 1454 - Fire Cycle Code Compliance \(5-9-23\)](#)
[Fire Cycle Loan Agreement & Buildout Cost \(5-9-23\)](#)

6. [23-0330](#) Discussion on 6771 W. National Ave. and 67** W. Mitchell St. (Tax Key No. 453-0564-003 and Tax Key No. 454-0251-004)
7. [23-0331](#) Discussion relative to SONA Development within Tax Increment District Number 15.
8. [23-0309](#) Consideration relative to Report on Redevelopment Initiatives:
- a. 84th & Greenfield/TIF Number Eleven
 - b. 68th & Mitchell (former Milwaukee Ductile Iron)/TIF Number Fourteen
 - c. The Market/TIF Number Fifteen
 - d. S. 70th St. & W. Washington St. Corporate Office Corridor Plan/TIF Number Sixteen
 - e. S. 102 St. and W. Lincoln Ave. – West Lincoln Corridor /TIF Number Seventeen
 - f. Hwy. 100 Corridor
 - g. Beloit Road Senior Housing Complex
 - h. W. National Ave. Corridor
 - i. Motor Castings Site – 1323 S. 65 St.
 - j. 116th & Morgan Ave.
 - k. 92nd St. and Greenfield Ave. - Former St. Aloysius

For agenda items, 3-7, the committee may convene in closed session pursuant to the provisions of Section 19.85(1)(e) of the state statutes for the purpose of deliberating the investing of public funds whenever competitive or bargaining reasons require a closed session. This committee may reconvene in open session after completion of the closed session to consider the balance of the agenda.

E. ADJOURNMENT



All meetings of the Community Development Authority are public meetings. In order for the general public to make comments at the committee meetings, the individual(s) must be scheduled (as an appearance) with the chair of the committee or the appropriate staff contact; otherwise, the meeting of the committee is a working session for the committee itself, and discussion by those in attendance is limited to committee members, the mayor, other alderpersons, staff and others that may be a party to the matter being discussed.

NOTICE OF POSSIBLE QUORUM

It is possible that members of, and possibly a quorum of, members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

NON-DISCRIMINATION STATEMENT

The City of West Allis does not discriminate against individuals on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.

AMERICANS WITH DISABILITIES ACT NOTICE

Upon reasonable notice the City will furnish appropriate auxiliary aids and services when necessary to afford individuals with disabilities an equal opportunity to participate in and to enjoy the benefits of a service, program or activity provided by the City.

LIMITED ENGLISH PROFICIENCY STATEMENT

It is the policy of the City of West Allis to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by our programs. Such services will be focused on providing meaningful access to our programs, services and/or benefits.



City of West Allis

Meeting Minutes

Community Development Authority

Gerald C. Matter, Chair
Wayne Clark, Vice-Chair
Karin M. Gale, Donald Nehmer, Michael Suter
Ald. Kevin Haass, Ald. Martin Weigel
Patrick Schloss, Economic Development Executive Director

Tuesday, April 25, 2023

6:00 PM

City Hall, Room 128
7525 W. Greenfield Ave.

SPECIAL MEETING (draft minutes)

A. CALL TO ORDER

B. ROLL CALL

Present 6 - Mr. Wayne Clark, Ms. Karin M. Gale, Mr. Donald Nehmer, Ald. Kevin Haass, Ald. Martin J. Weigel, and Mr. Gerald C. Matter

Excused 1 - Michael Suter

Don Nehmer arrived at 6:24 p.m.

Others Attending

Ald. Lajsic, Ald. Roadt
Jason, Kaczmarek, Finance Director/Comptroller
Three Leaf Partners, David Lyons & John Pechan
Korb Architects, Simmon Manse

Staff

Patrick Schloss, Economic Development, Executive Director
Shaun Mueller, Economic Development, Development Project Manager
Carson Coffield, Economic Development Specialist

C. APPROVAL OF MINUTES

1. [23-0293](#) March 20, 2023

Attachments: [March 20, 2023 \(draft minutes\)](#)

Ald. Haass moved to approve this matter, Ald. Weigel seconded, motion carried.

D. MATTERS FOR DISCUSSION/ACTION

2. [23-0300](#) Annual election of Chairperson and Vice-Chairperson.

Ald. Haass moved to appoint Gerald Matter as Chair and Wayne Clark as Vice-Chair, Ald. Weigel seconded, motion carried.

3. [23-0304](#) Discussion regarding the proposed redevelopment by Three Leaf Partners of the property at 8530-56 W. National Ave.

Patrick Schloss presented a brief description of the project.

Three Leaf Partners, David Lyons and John Pechan provided additional details.

Discussion ensued with questions being asked and answered for the committee members.

This matter was Discussed.

4. [23-0302](#) Resolution authorizing the Executive Director to prepare a plan for the creation of the Tax Increment District No. 19 - S. 85th St. and W. National Avenue Plan.

Attachments: [CDA Res No. 1450 - Creation of TIF 19 \(4-25-23\)](#)

Patrick Schloss outlined the proposed boundary of the Tax Increment District and provided a brief review regarding staff recommendation.

Additional discussion ensued in closed session, followed by voting in open session.

Mr. Clark moved to approve this matter, Ald. Haass seconded, motion carried.

5. [23-0305](#) Resolution approving a professional services contract with Ehlers and Associates, Inc. for the preparation of plan for Tax Increment District Number 19 for the area of 85th and National Ave.

Attachments: [Timetable 4.19.23 \(dates will change\)](#)

[Ehler's Scope of Service](#)

[CDA Res No - 1451 Professional Services - Ehlers & Assoc TIF 19](#)

[CDA Res No - 1451 Professional Services - Ehlers & Assoc TIF 19 - signed](#)

Voting occurred in open session, following the closed session discussion on item #4.

Mr. Clark moved to approve this matter, Ald. Haass seconded, motion carried.

6. [23-0298](#) Resolution approving the Scope of Services for Ramboll Environmental to provide quarterly reporting assistance for the US EPA Brownfield Site Assessment Grant.

Attachments: [CDA Res. No - 1449-Ramboll Quarterly Reporting Services \(4-25-23\)](#)

[CDA Res. No - 1449 -Ramboll Quarterly Reporting Services \(4-25-23\) signed](#)

[Ramboll Scope of Service - West Allis-Assess Grant Management Svcs](#)

Carson Coffield presented overview of the USEPA Grant along with the scope of services.

Ald. Weigel moved to approve this matter, Mr. Clark seconded, motion carried.

7. [23-0299](#) Resolution to approve a revised Letter of Intent Agreement with Baum Revision, LLC., for property located at 6771 W. National Ave. and 67** W. Mitchell St. (Tax Key No. 453-0564-003 and Tax Key No. 454-0251-004)

Attachments: [CDA Res No. 1448 - 6771 Baum Revision Letter of Intent \(4-25-23\)](#)

[CDA Res No. 1448 - 6771 Baum Revision Letter of Intent \(4-25-23\)
signed](#)

Shaun Mueller presented an overview and update on this project.

Discussion ensued with questions being answered by staff.

Mr. Clark moved to approve this matter, Ald. Weigel seconded, motion carried.

8. [23-0306](#)

Discussion regarding 84th and Greenfield Avenue Redevelopment – Element 84.

Patrick Schloss presented a brief outline in open session with further discussion in closed session.

This matter was Discussed.

9. [23-0307](#)

Discussion relative to SONA Development within Tax Increment District Number 15.

Shaun Mueller presented a brief overview with additional discussion in closed session.

This matter was Discussed.

10. [23-0308](#)

Discussion on the redevelopment of 92nd and Greenfield Avenue (Former St. Aloysius Church and School)

Discussed in closed session.

This matter was Discussed.

11. [23-0301](#)

Communication of Audit Report for Beloit Road Senior Apartments, LLC submitted by Baker Tilly US, LLP.

Attachments: [Beloit Road - Audit Results](#)

[Beloit Road Senior Apartments AUDIT Final \(2022\)](#)

Items were considered and presented by staff.

This matter was Placed on File.

12. [23-0309](#)

Consideration relative to Report on Redevelopment Initiatives:

- a. 84th & Greenfield/TIF Number Eleven
- b. 68th & Mitchell (former Milwaukee Ductile Iron)/TIF Number Fourteen
- c. The Market/TIF Number Fifteen
- d. S. 70th St. & W. Washington St. Corporate Office Corridor Plan/TIF Number Sixteen
- e. S. 102 St. and W. Lincoln Ave. – West Lincoln Corridor /TIF Number Seventeen
- f. Hwy. 100 Corridor
- g. Beloit Road Senior Housing Complex
- h. W. National Ave. Corridor
- i. Motor Castings Site – 1323 S. 65 St.
- j. 116th & Morgan Ave.
- k. 92nd St. and Greenfield Ave. - Former St. Aloysius

Patrick Schloss provided an update on item j.

E. ADJOURNMENT

There being no further business to come before the Authority a motion was made by Ald. Weigel, seconded by Ald. Haass to adjourn at 7:43 p.m.



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AT&T - WISCONSIN NON-EXCLUSIVE & EXCLUSIVE EASEMENT

DOCUMENT NUMBER

UT# A02AXSA

For a valuable consideration of one dollar (\$1.00), receipt of which is hereby acknowledged, the undersigned **COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS** (Grantor) hereby grants and conveys to **WISCONSIN BELL INC., D/B/A. AT&T - WISCONSIN, A WISCONSIN CORPORATION**, and its affiliates and licensees, successors and assigns (collectively grantees) an easement in, under, over, upon and across the Easement Area (described below), for the purposes of and in order to construct, reconstruct, modify, supplement, maintain, operate and/or remove facilities for the transmission of signals used in the provision of communication, video and/or information services and/or any other services or uses for which such facilities may be used including, but not limited to, equipment cabinets or enclosures and support posts or pads, cables, wires, pedestals or other above-ground cable or wire enclosures, marker posts and signs, and other related or useful equipment, fixtures, appurtenances and facilities, together with the right to have commercial electrical service extended across the Property (described below) and Easement Area to provide service to such facilities and the right of ingress and egress across the Property and the Easement Area for the purpose of access to and use of the easement granted herein.

RETURN ADDRESS:

Matthew D Grimm
AT&T - Wisconsin
220 Wisconsin Ave.
Waukesha, WI. 53186.

PARCEL NUMBER: 4540653000, 4540656000

The property is legally described as: PART OF LOTS 1 AND 4 OF CERTIFIED SURVEY MAP 9370, BEING PART OF THE SW ¼ AND THE NW ¼ OF THE NE ¼, IN SECTION 3, TOWNSHIP 6 NORTH, RANGE 21 EAST, CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN.

The Non-Exclusive and Exclusive Easement Areas are legally described as: SEE EXHIBIT A FOR LEGAL DESCRIPTION

The property is more commonly known as: Located on W. Mitchell Street, West Allis, WI.

The Grantor represents and warrants to the Grantee that Grantor is the true and lawful owner of the Property and has full right and power to grant and convey the rights conveyed herein.

Grantee hereby agrees to restore all property disturbed by its activities in use of the easement to the condition existing prior to the disturbance.

Grantee shall have the right to remove or trim such trees and brush in the Easement Area as is necessary to exercise the rights conveyed herein.

This Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

SIGNED THIS _____ DAY OF _____, 20____.

GRANTOR: COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS

(Signature)

(Signature)

(Printed)

(Printed)

(Title)

(Title)

ACKNOWLEDGMENT

State of Wisconsin)
)
County of _____)

I, _____, being a notary public in and for the state and county aforesaid, do hereby certify that

_____ personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 20____.

Notary Public

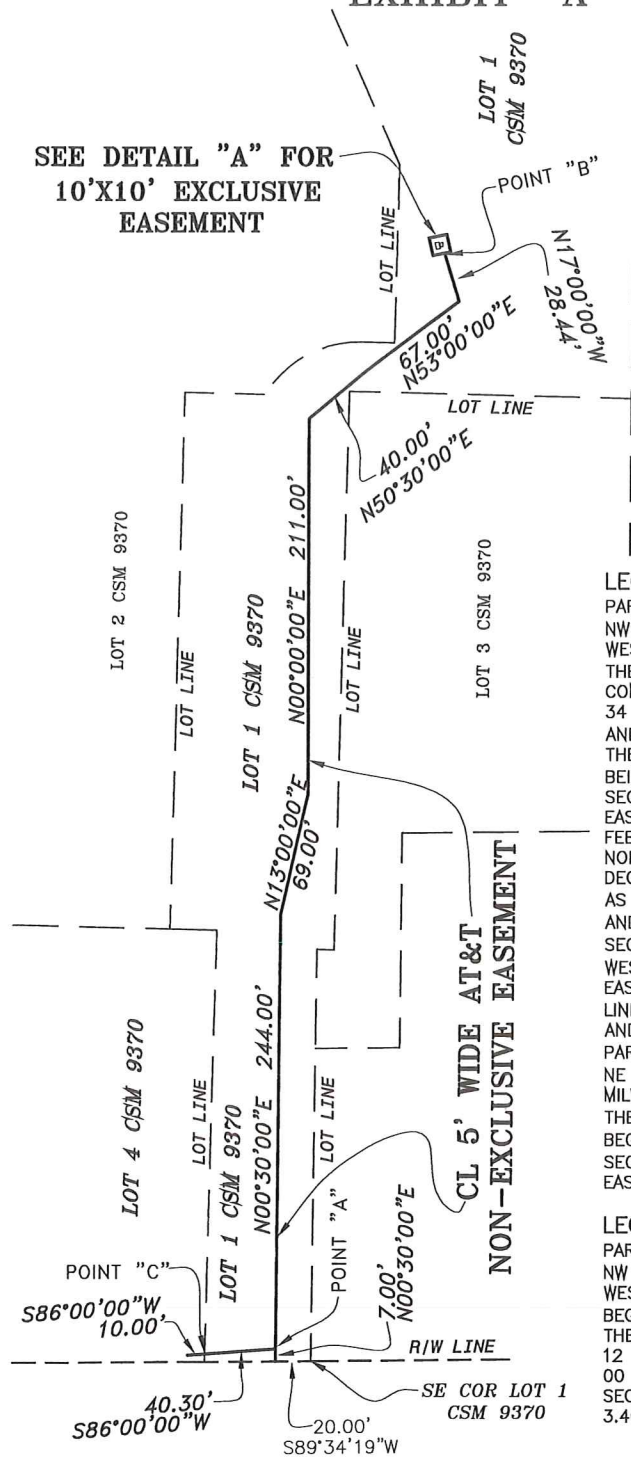
My Commission expires: _____

This document was drafted by Gerald A. Friederichs, Wis. Bar Member No. 1014144, AT&T - Wisconsin Legal Department, 14th, Floor, 722 North Broadway, Milwaukee, WI 53202

Insertions by: Fox Valley Land Surveying

EXHIBIT "A" FOR AT&T EASEMENT

SEE DETAIL "A" FOR
10'X10' EXCLUSIVE
EASEMENT



W. MITCHELL STREET
(60' WIDTH)

UT# A02AXSA
FOX VALLEY
LAND SURVEYING

4321 W. College Ave., Suite 200
Appleton, WI 54914
920-474-5025
PROJECT NO. 062103-1

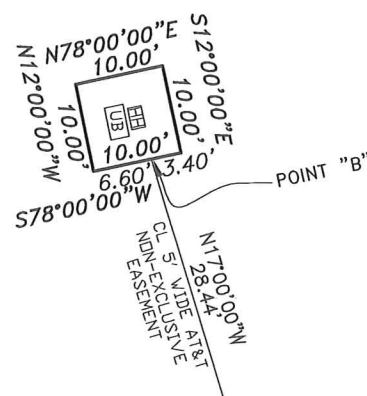


LEGEND

HH EXISTING AT&T HANDHOLE
UB EXISTING AT&T UTILITY BOX

Scale 1 inch = 100 feet
0 50 100 200

DETAIL "A" 10'X10' AT&T EXCLUSIVE EASEMENT



LEGAL DESCRIPTION OF 5' WIDE AT&T NON-EXCLUSIVE EASEMENTS:

PART OF LOT 1 OF CERTIFIED SURVEY MAP 9370, BEING PART OF THE SW 1/4 AND THE NW 1/4 OF THE NE 1/4, IN SECTION 3, TOWNSHIP 6 NORTH, RANGE 21 EAST, CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN.

THE CENTERLINE OF THE 5' WIDE EASEMENTS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES 34 MINUTES 19 SECONDS WEST 20.00 FEET, ALONG THE SOUTH LINE OF SAID LOT 1 AND THE NORTH R/W LINE OF W. MITCHELL STREET, TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 30 MINUTES 00 SECONDS EAST 7.00 FEET, TO A POINT BEING REFERRED TO AS POINT "A"; THENCE NORTH 00 DEGREES 30 MINUTES 00 SECONDS EAST 244.00 FEET; THENCE NORTH 13 DEGREES 00 MINUTES 00 SECONDS EAST 69.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 211.00 FEET; THENCE NORTH 50 DEGREES 30 MINUTES 00 SECONDS EAST 40.00 FEET; THENCE NORTH 53 DEGREES 00 MINUTES 00 SECONDS EAST 67.00 FEET; THENCE NORTH 17 DEGREES 00 MINUTES 00 SECONDS WEST 28.44 FEET, TO A POINT BEING REFERRED TO AS POINT "B", TO THE TERMINATION POINT;

AND BEGINNING AT SAID POINT "A"; THENCE SOUTH 86 DEGREES 00 MINUTES 00 SECONDS WEST 40.30 FEET, TO A POINT BEING REFERRED TO AS POINT "C", TO THE WEST LINE OF SAID LOT 1, TO THE TERMINATION POINT, THE SIDES OF SAID 5' WIDE EASEMENT EASEMENT TO EXTEND OR TRIM TO SAID LINES OF LOT 1, AND THE SOUTH LINE OF THE DESCRIBED 10'X10' EXCLUSIVE EASEMENT;

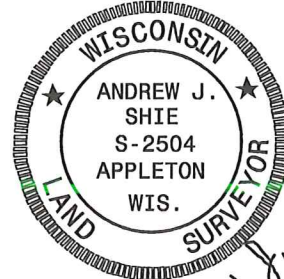
AND
PART OF LOT 4 OF CERTIFIED SURVEY MAP 9370, BEING PART OF THE SW 1/4 OF THE NE 1/4, IN SECTION 3, TOWNSHIP 6 NORTH, RANGE 21 EAST, CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN.

THE CENTERLINE OF THE 5' WIDE EASEMENT, BEING DESCRIBED AS FOLLOWS: BEGINNING AT SAID POINT "C" ABOVE; THENCE SOUTH 86 DEGREES 00 MINUTES 00 SECONDS WEST 10.00 FEET, TO THE TERMINATION POINT, THE SIDES OF SAID 5' WIDE EASEMENT EASEMENT TO EXTEND OR TRIM TO THE EAST LINE OF SAID LOT 4;

LEGAL DESCRIPTION OF 10'X10' AT&T EXCLUSIVE EASEMENT:

PART OF LOT 1 OF CERTIFIED SURVEY MAP 9370, BEING PART OF THE SW 1/4 AND THE NW 1/4 OF THE NE 1/4, IN SECTION 3, TOWNSHIP 6 NORTH, RANGE 21 EAST, CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "B" DESCRIBED ABOVE: THENCE SOUTH 78 DEGREES 00 MINUTES 00 SECONDS WEST 6.60 FEET; THENCE NORTH 12 DEGREES 00 MINUTES 00 SECONDS WEST 10.00 FEET; THENCE NORTH 78 DEGREES 00 MINUTES 00 SECONDS EAST 10.00 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 00 SECONDS EAST 10.00 FEET; THENCE SOUTH 78 DEGREES 00 MINUTES 00 SECONDS WEST 3.40 FEET, TO THE POINT OF BEGINNING.



Andrew J. Shie
3/2/2023

COMMUNITY DEVELOPMENT AUTHORITY
CITY OF WEST ALLIS, WISCONSIN
RESOLUTION NO. 1455
DATE ADOPTED: May 9, 2023

Resolution authorizing utility easements to AT&T for underground utilities, to be located at 6601 W. National Ave.

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") owns the property located at 6601 W. National Avenue (Tax Key Parcel: 454-0653-000) and is associated with the SONA and Makers Row redevelopment projects; and,

WHEREAS, AT&T has requested placement of a 5' wide non-exclusive easement area for the installation of a underground communication cable (the "Easement") on the Property, which; and,

WHEREAS, the proposed utility line will be placed underground under the drive through the development site Lot 3 and Lot 1 of the certified survey map, hereby attached as Exhibit A; and,

WHEREAS, a copy of the Easement Agreement is attached herein and made a part thereof; and,

NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis as follows:

1. That an Easement Agreement will be granted on behalf of the Community Development Authority of the City of West Allis to AT&T for the installation of underground utilities, to be located at 6601 W. National Ave., a copy attached herein and made a part thereof.
2. That the Executive Director or his designee, be and is hereby authorized and directed to negotiate, sign documents, and take necessary action to undertake, direct, complete, execute and deliver the Easement Agreement by and between the Community Development Authority of the City of West Allis and AT&T.
3. That the Executive Director of development, with approval of the city attorney, or their designees, are hereby authorized to make such nonsubstantive changes, modifications, additions and deletions to and from the various provisions of any and all loan commitments, the sale of land, loan agreements, mortgages, notes, guaranties, security agreements, escrow agreements, certificates, affidavits, assignment agreements, pledges, disbursing agreements, subordination agreements, environmental agreements, indemnification agreements, land use restriction agreements, certified survey maps, easements, operating reserve agreements, replacement reserve agreements, working capital agreements, grant agreements and financing statements, development agreements, property management agreements, consulting agreements, escrow agreements, certificates, affidavits, reimbursement agreements, assignment agreements, attachments, exhibits, addendums, amendments and/or any other documents as may be necessary, proper and convenient to correct inconsistencies, eliminate ambiguity, and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein."

Approved: _____
Patrick Schloss, Executive Director
Community Development Authority

COMMUNITY DEVELOPMENT
AUTHORITY CITY OF WEST ALLIS
RESOLUTION NO: 1452
DATE ADOPTED: May 9, 2023

Resolution approving amendments to the Purchase and Sale Agreement and Development Agreement for the sale of land between the Community Development Authority of the City of West Allis and Makers Row QOZB, LLC.

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") is the owner approximate 2.9 acres of land consisting of 66** W. National Avenue (454-0648-000), 66** W. Mitchell St. (454-0650-000), and 66** National Avenue (454-0649-000) ("Property") on Property called South of National Avenue (SONA) redevelopment area; and,

WHEREAS, the Authority, on September 14, 2021, by Resolution 1390, approved an Access Agreement which stated that Mandel Group is responsible for all associated permits, liabilities, and costs for the SONA properties to advance site preparation work for the overall development SONA Lofts and Makers Row; and,

WHEREAS, the Authority, on October 20, 2020, by Resolution 1355, approved a Letter of Intent for SONA from the Mandel Group for Phase II of the Market Development; and,

WHEREAS, the Authority, on May 31, 2016, by Resolution No.1180, authorized a Purchase and Sale Agreement and Development Agreement with Mandel Group Properties, LLC for 7.5 acres of property for commercial and residential development within the Six Points/Farmers Market Redevelopment Area to develop the area North of National Avenue (NONA).

WHEREAS, the Authority duly noticed and held a Public Hearing on the sale of the Property on May 31, 2016; and through Resolution No.1179, authorized the sale of land of 14 acres of land to the Mandel Group Properties, LLC; and,

WHEREAS, the Authority wishes to create additional tax base and foster job creation for the City of West Allis (the "City") through the sale and redevelopment of the 6.48 acres of property, South of National Avenue (SONA), into residential and commercial development; and,

WHEREAS, the on December 19, 2022, by Resolution 1429 the Authority approved the sale of Lot 1 and Lot 3 to foster the development of Makers Row Phase I and Phase II to Makers Row QUOB, LLC, an afflicted entity to Mandel Group; and,

WHEREAS, changes to the economic landscape have led to requested alterations to the terms of the Purchase and Sale and Development Agreement for the sale of the aforesaid land (Lot 1 and Lot 3) to Makers Row QUOB, LLC, an afflicted entity to Mandel Group

NOW, THEREFORE, BE IT RESOLVED that the Community Development Authority of the City of West Allis, as follows:

1. Approves the amendments to the Purchase and Sale Agreement and Development Agreement by and between the Community Development Authority of the City of West Allis and Makers Row QOZB, LLC for commercial development within the Six Points/Farmers Market Redevelopment Area, South of National Avenue (SONA) redevelopment pursuant to section 66.1333(6)(b)2, Wis. Stat.
2. Authorizes the Executive Director to make such non-substantive changes, modifications, additions, and deletions to and from the various provisions reasonably necessary to complete the transactions contemplated therein.

3. That the Executive Director of development, with approval of the city attorney, or their designees, are hereby authorized to make such nonsubstantive changes, modifications, additions and deletions to and from the various provisions of any and all loan commitments, the sale of land, loan agreements, mortgages, notes, guaranties, security agreements, escrow agreements, certificates, affidavits, assignment agreements, pledges, disbursing agreements, subordination agreements, environmental agreements, indemnification agreements, land use restriction agreements, certified survey maps, easements, operating reserve agreements, replacement reserve agreements, working capital agreements, grant agreements and financing statements, development agreements, property management agreements, consulting agreements, escrow agreements, certificates, affidavits, reimbursement agreements, assignment agreements, attachments, exhibits, addendums, amendments and/or any other documents as may be necessary, proper and convenient to correct inconsistencies, eliminate ambiguity, and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

Approved: _____
Patrick Schloss, Executive Director
Community Development Authority

L:\RESOLUTIONS\ ALL-CDA\1452-CDA-Purchase & Sale Agreement-Makers Row QOZB, LLC (5-4-23)

COMMUNITY DEVELOPMENT AUTHORITY
CITY OF WEST ALLIS
RESOLUTION NO. 1453
DATE ADOPTED: May 9, 2023

Resolution authorizing a loan up to \$200,000 to Element 84, LLC and West Allis 84 Properties, Inc. for the buildout of commercial space at 1478-82 S. 84th St. and 8290 W. Orchard St. (Tax Key No. 452-0713-000).

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") and the Common Council created Tax Increment Financing District #11 in 2010 to assist with the redevelopment of 84th and Greenfield area; and,

WHEREAS, the Element 84, LLC and West Allis 84 Properties, Inc. entered into a Purchase and Sale Agreement/Development Agreement with the Authority on December 30th, 2016, for the development of a 203-unit multi-story, apartment building with 3,100 sq. ft. of commercial space; and,

WHEREAS, for Element 84, LLC and West Allis 84 Properties, Inc., developer of Element 84, LLC have requested financial assistance to complete the build-out of the commercial space to attract a commercial tenant; and,

WHEREAS, the development of Element 84 within Tax Increment Financing District #11, has generate sufficient increment to fund a loan from the Authority per the terms outlined in the attached term sheet; and,

WHEREAS, the Authority will loan to Element 84, LLC the sum of up to \$200,000, at an interest rate of 8%, amortized over a 10-year period; and;

WHEREAS, the Authority authorizes the Executive Director to enter into a loan up to \$200,000 to Element 84, LLC for the completion of commercial space at 1478-82 S. 84th Street and 8290 W. Orchard St. (Tax Key No. 452-0713-000).

NOW, THEREFORE, BE IT RESOLVED that the Community Development Authority of the City of West Allis:

1. That the Authority hereby approves a loan up to \$200,000 to Element 84, LLC and West Allis 84 Properties, Inc. for the buildout of commercial space 1478-82 S. 84th St. and 8290 W. Orchard St. (Tax Key No. 452-0713-001)
2. That the sum of \$200,000 be and is hereby appropriated from Tax Increment Financing District Number Eleven (84th and Greenfield Avenue) to meet the Authority's obligations under the aforesaid Agreement.
3. That the Executive Director, or his designee, is hereby authorized and directed to take any and all other actions on behalf of the Community Development Authority of the City of West Allis which they deem necessary or desirable in connection with the Project including, without limitation, negotiating, executing, delivering, and performing obligations under any and all documents in connection with the Project including, without limitation, development agreements, property management agreements, consulting agreements, escrow agreements, certificates, affidavits, reimbursement agreements, and assignment agreements.

4. That the Executive Director of development, with approval of the city attorney, or their designees, are hereby authorized to make such nonsubstantive changes, modifications, additions and deletions to and from the various provisions of any and all loan commitments, the sale of land, loan agreements, mortgages, notes, guaranties, security agreements, escrow agreements, certificates, affidavits, assignment agreements, pledges, disbursing agreements, subordination agreements, environmental agreements, indemnification agreements, land use restriction agreements, certified survey maps, easements, operating reserve agreements, replacement reserve agreements, working capital agreements, grant agreements and financing statements, development agreements, property management agreements, consulting agreements, escrow agreements, certificates, affidavits, reimbursement agreements, assignment agreements, attachments, exhibits, addendums, amendments and/or any other documents as may be necessary, proper and convenient to correct inconsistencies, eliminate ambiguity, and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

Approved: _____
Patrick Schloss
Community Development Authority



Patrick Schloss
Executive Director
Community Development Authority
pschloss@westalliswi.gov
414.302.8460

May 2, 2023

Mr. Jon Ross
Element 84, LLC
1468 S. 84 St.
West Allis, WI

Pursuant to your request and information provided by you or to be provided, the Common Council of the City of West Allis ("City") hereby agrees to make a loan to you in accordance with the Loan Agreement and the following specific terms and conditions:

1. **Borrower.** The loan shall be issued to Element 84, LLC, a Wisconsin Limited Liability Company and West Allis 84 Properties, Inc., a Wisconsin Corporation (collectively referred to as the "Borrower").

The Borrower entities are common Parties associated with a Purchase and Sale and Development Agreement approved by the West Allis Common Council and the Community Development Authority of the City of West Allis and dated December 30, 2016 (the "Agreement").

2. **Project.** Loan proceeds are to be used for the build-out of commercial space associated with the occupancy of FIRE Cycle Fitness within the property at located at 1468 S. 84th Street, West Allis, Wisconsin.
3. **Loan Amount.** The loan amount shall not exceed Two Hundred Thousand Dollars (\$200,000.00).
4. **Loan Disbursements.** The loan disbursements will be made through AIA contract documents forms from the Borrower's architect and/or contractor submitted to the City of West Allis for approval and reimbursement.
 - A. Reimbursements are conditioned upon the Borrower completing the renovation of 1,700 sq. ft. of commercial space within Element 84 at 1468 S. 84th Street, in a total amount of not less of Two Hundred Eighty- Two Thousand, Eight Hundred Ten Dollars (\$282,810).
 - B. Borrower shall complete all the above noted renovation and new construction by September 1, 2023.
 - C. The AIA forms shall indicate the scope and cost of work completed for reimbursement up to the aggregate principal amount within three months following Closing.
 - D. Reimbursements will be paid as one check to the Borrower by City.
 - E. For work associated with this loan, Contractors must provide lien waivers to the Borrower with copies provided to the City.
5. **Note.** The loan will be evidenced by a note payable by the Borrower to the City.

6. **Interest Rate.** The interest rate shall be 7.25%. Interest shall be computed on the outstanding principal balance for the actual number of days, which have elapsed from the date of each advance calculated based on a 360-day year.
7. **Term.** Loan shall be amortized for the remaining term of the TIF District 11. (see "Maturity Date").
8. **Payments.** Payments on principal and accrued interest shall be paid as follows:
 - A. The loan shall have an interest-only payment on October 1, 2023.
 - B. The loan shall have amortized annual payments of principal and interest on October 1 every year thereafter until the Maturity Date.
 - C. If regular payments are not received by the City, the debt service payment and interest will be paid from tax increment generated under the Agreement. The City of West Allis will take any accrued interest and delinquent debt service payments in conjunction with payments currently scheduled within the Agreement under Exhibit F Development Financing Agreement for Tax Increment District Number 11. Debt service obligations associated with Tax Increment Financing District 11 and the debt service payments for the loan will be primary to any payments made to the Developer per the obligations stated in Section 5 of the Agreement.
9. **Amendment to Development.** Parties will agree to amend the Agreement to recognize the terms of the loan and repayment conditions.
10. **Loan Processing Fee.** The loan-processing fee is 0.5 % of the loan amount.
11. **Maturity Date.** This loan shall mature on October 1, 2036.
12. **Closing Date.** The loan shall close on or before July 1, 2023.
13. **Security.** Guaranty of payment from the Element 84, LLC and West Allis 84 Properties, Inc. Unlimited Personal Guaranty from Jon Ross and Peter Ogden.
14. **Prepayment Privilege.** The loan may be prepaid, in whole or in part, at any time without penalty or restriction.
15. **Survival.** This commitment and all its terms and provisions shall survive the closing and shall not be merged into any of the Loan Documents.
16. **Entire Agreement.** This commitment, with attachments, contains the entire agreement of Borrower and City with respect to the Loan and supersedes all other prior agreements of Borrower and City, whether oral or in writing. No change in the provisions of this commitment shall be binding unless in writing and executed by the Borrower and City.
17. **Acceptance.** Except as provided in the General Conditions, this Commitment shall be deemed binding upon the City if the City receives an unqualified acceptance by the Borrower of the terms and provisions contained herein, evidenced by the Borrower properly executing this document below and delivering it to the office of the undersigned on or before June 1, 2023. If not so accepted, the City shall have no further obligation hereunder.

Signatures on Next Page

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date, month, and year first above written.

CITY OF WEST ALLIS ("City")

**Jon Ross ("Borrower")
Element 84, LLC**

By: _____
Patrick Schloss, Executive Director
Economic Development

By: _____
Jon Ross, Member
Element 84, LLC

By: _____
Peter Ogden, Member
West Allis 84 Properties

Attest: _____
Jason Kaczmarek
Finance Director

Example Amortization Schedule

Date	Principal	Payment	Interest	Principal
7/1/2023	\$ 200,000.00			
10/1/2023	\$ 200,000.00	\$ 4,000.00	\$ 4,000.00	\$ -
10/1/2024	\$ 190,695.64	\$25,304.36	\$ 16,000.00	\$ 9,304.36
10/1/2025	\$ 180,646.93	\$25,304.36	\$ 15,255.65	\$ 10,048.71
10/1/2026	\$ 169,794.33	\$25,304.36	\$ 14,451.75	\$ 10,852.61
10/1/2027	\$ 158,073.51	\$25,304.36	\$ 13,583.55	\$ 11,720.81
10/1/2028	\$ 145,415.03	\$25,304.36	\$ 12,645.88	\$ 12,658.48
10/1/2029	\$ 131,743.88	\$25,304.36	\$ 11,633.20	\$ 13,671.16
10/1/2030	\$ 116,979.03	\$25,304.36	\$ 10,539.51	\$ 14,764.85
10/1/2031	\$ 101,032.99	\$25,304.36	\$ 9,358.32	\$ 15,946.04
10/1/2032	\$ 83,811.27	\$25,304.36	\$ 8,082.64	\$ 17,221.72
10/1/2033	\$ 65,211.81	\$25,304.36	\$ 6,704.90	\$ 18,599.46
10/1/2034	\$ 45,124.39	\$25,304.36	\$ 5,216.94	\$ 20,087.42
10/1/2035	\$ 23,429.98	\$25,304.36	\$ 3,609.95	\$ 21,694.41
10/1/2036	\$ 0.00	\$25,304.38	\$ 1,874.40	\$ 23,429.98

COMMUNITY DEVELOPMENT AUTHORITY
CITY OF WEST ALLIS
RESOLUTION NO: 1454
DATE ADOPTED: May 9, 2023

Resolution approving a National Avenue Corridor Code Compliance Forgivable Loan to Fire Cycle Fitness LLC, for the property at 1478 S. 84th St., West Allis in the amount up to \$8,500 (Tax Key: 439-0001-035).

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") adopted under Resolution #1226 a National Avenue Commercial Corridor Code Compliance Forgivable Loan Program; and,

WHEREAS, National Avenue Commercial Corridor Code Compliance Forgivable Loan Program has a goal to promote economic development and entrepreneurialism to foster the creation of small businesses and employment opportunities in the City; and,

WHEREAS, Fire Cycle Fitness LLC submitted an application for a Forgivable Loan under the National Avenue Code Compliance program to construct ADA bathroom and other interior improvements at 1478 S. 78th St. to improve the property; and,

WHEREAS, the Economic Development Program reviewed the application, and the borrower is eligible, and the project meets project eligibility.

NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis that it hereby approves a National Avenue Commercial Corridor Code Compliance Forgivable Loan Program to Fire Cycle Fitness LLC in the amount not to exceed \$8,500 for the commercial space at 1478 S. 84th St.

BE IT FURTHER RESOLVED that the Economic Development Director or designee are authorized to perform the duties as necessary to deliver the Code Compliance Forgivable Loan to Fire Cycle Fitness LLC.

BE IT FURTHER RESOLVED that the proper City Officers, or any other authorized deputies, as necessary, are authorized on behalf of the City to execute the aforesaid loan programs and associated documents as hereby attached Code Compliant Forgivable Loan Agreement.

BE IT FURTHER RESOLVED that the funding is hereby appropriated from Tax Increment Finance Districts #11(84th and Greenfield Ave.).

Approved: _____
Patrick Schloss, Executive Director
Community Development Authority

FORGIVABLE LOAN AGREEMENT
BETWEEN THE
COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS
AND
Fire Cycle Fitness LLC
FOR A
NATIONAL AVENUE COMMERCIAL CORRIDOR
CODE COMPLIANCE RENOVATION AT
1478 S. 84th St.,
WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN

THIS AGREEMENT is made between the **Community Development Authority of the City of West Allis**, a separate body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes, (hereinafter the “CDA”), and **Fire Cycle Fitness LLC**, a Limited Liability Company (hereinafter the “BORROWER”).

WHEREAS, the West Allis Common Council and the CDA adopted a variety of small business grants and loan programs for the National Avenue Commercial Corridor, described further by the boundary map hereby provided attached under Exhibit A –National Avenue Commercial Corridor, to promote investment in a designated area, reduce storefront vacancies, and to attract new businesses. The purpose of this loan is to assist a property owner of a commercial property with bringing a commercial space into code compliance while filling a storefront vacancy and/or encouraging business expansion; and

WHEREAS, the BORROWER, a property owner within the National Avenue Commercial Corridor, desires a Code Compliance Forgivable Loan from the CDA for up to Eight Thousand Five Hundred Dollars (\$8,500) or 100% the total project cost, whichever is the lesser amount, for the following business development purpose: to construct bathrooms and complete commercial space for the establishment of a boutique fitness studio at the property located at 1478 84th St., West Allis, Wisconsin, (hereinafter the “PROJECT”), and the CDA is agreeable to loan said dollar amount to the BORROWER under terms as set forth in this Forgivable Loan Agreement.

NOW, THEREFORE, it is hereby agreed by and between the parties, for and in consideration of the following mutual covenants and promises, as follows:

1. **DEFINITIONS.** For the purposes of this Agreement, the following terms shall have the meanings set forth below:
 - A. “*Administrative Costs*” means administrative costs incurred by CDA in connection with the Project, but not included in nor deducted from the forgivable loan from CDA to the BORROWER.
 - B. “*Agreement*” means this Forgivable Loan Agreement for the National Avenue Commercial Corridor Code Compliance Forgivable Loan Program between the CDA and the BORROWER, together with any future amendments thereto.

- C. “*Application*” means the National Avenue Commercial Corridor Code Compliance Forgivable Loan Program Application submittal by the BORROWER.
 - D. “*BORROWER*” means David Curtis, member of Fire Cycle Fitness, LLC with principal offices at 634 S. 104th St., West Allis, WI 53214
 - E. “*Code Compliance Forgivable Loan Program*” means the program approved by Common Council Resolution R-2017-0053 and CDA Resolution #1226.
 - F. “*CITY*” means the City of West Allis, together with its lawful successors and assigns.
 - G. “*Effective Date*” means date of acceptance by signature by the Borrower of this Agreement.
 - H. “*Eligible Project Cost*” means the costs and expenditures incurred by the BORROWER in connection to the Project, as more fully described in **Exhibit B** and that are in compliance with the Program Guidelines for a Code Compliance Forgivable Loan, which is attached as Exhibit C.
 - I. “*Facility*” means the BORROWER'S real property, including improvements that are located only within the tenant space that is 1478 S. 84th St., West Allis, Wisconsin.
 - J. “*CDA*” means Community Development Authority of the City of West Allis, together with its lawful successors and assigns.
 - K. “*Project*” means activities described in **Exhibit B**.
 - L. “*Term of This Agreement*” means until the BORROWER's obligations hereunder are fully satisfied.
 - M. “*Completed Project*” means commercial space that has fulfilled necessary requirements for the issuance of an Occupancy Permit from the City of West Allis Building Inspection and Neighborhood Services Department.
2. The CDA agrees, in consideration of the BORROWER executing this Agreement, completing the Project as described in Exhibit B, and agreeing to be bound by its terms, to loan the lesser amount of the maximum sum of Eight Thousand Five Hundred Dollars (\$8,500), or 100% of the total eligible project cost, to the BORROWER.
 3. The CDA shall have received the representation and warranty of the BORROWER that the BORROWER has the necessary power to execute, deliver and carry out the terms and provisions of this Agreement; further, that compliance with the provisions of the Agreement will not conflict with or result in the breach of any other agreement to which it is a party or by which it is bound. The BORROWER acknowledges that nothing contained in this Agreement nor any act of the CDA shall be deemed or construed to create any relationship of third-party beneficiary, or of principal and agent, or of limited or general partnership, or of joint venture, or of any association between the parties to this Agreement.
 4. The BORROWER will not discriminate against any employee, applicant for employment or customer because of race, religion, color, sex, age, national origin, handicap, marital status of the person maintaining the household, lawful source of income, ancestry or any other reason prohibited by federal, state or local law. Any act finally determined by a court of law to be an act of illegal discrimination shall be a breach of this Agreement, and

the CDA may proceed to enforce its remedies in this Agreement by all lawful means available to the CDA.

5. The BORROWER represents and warrants to the CDA that it has obtained, or has reasonable assurance that it will obtain, all federal, state and local governmental approvals required by law to be obtained by it for this PROJECT.
6. The BORROWER acknowledges that the CDA, in making the Code Compliance Forgivable Loan, relied upon the assured completion of the PROJECT activities to be undertaken by the BORROWER, and the BORROWER reassures the CDA that it will complete such PROJECT activities.
7. The National Avenue Commercial Code Compliance Forgivable Loan from the CDA to the BORROWER hereunder for the Eligible Project Costs shall be made upon receipt and staff approval of requests for disbursements and supporting documents. The supporting documents shall include, but not limited to:
 - A. Contracts made with all contractors, subcontractors, vendors, and suppliers employed on this project.
 - B. Itemized invoices of all contractors, subcontractors, vendors, and suppliers employed on this project.
 - C. Lien waivers signed by all contractors, subcontractors, vendors, and suppliers employed on this project.
 - D. Copies of all paid invoices, cancelled checks and/or bank statements for all code compliance work covered by the grant. The invoices must be marked paid, signed, and dated by the contractors. **Cash payments are not allowed.**
 - E. Color photos of Completed Project.
8. The CDA may request reimbursement for the CDA Code Compliance Forgivable Loan funds paid if it determines that the BORROWER has not provided adequate documentation of Eligible Project Costs, has failed to file required reports hereunder, or is otherwise in default under the terms of this Agreement.
9. All reimbursement requests for Eligible Project Costs must be submitted by the Borrower to the CDA with all required supporting documents by January 1, 2024.
10. The BORROWER shall complete and maintain books, records and other documents relating directly to the receipt and disbursement of any of the Code Compliance Forgivable Loan proceeds received by it, either directly or indirectly, and any duly authorized representative of the CDA, shall at all reasonable times, after proper notice is given, have access to and the right to inspect, copy, audit and examine all such books, records and other documents of the BORROWER until the final settlement and conclusions of all issues arising out of the Forgivable Loan or under the Agreement.
11. The BORROWER agrees that any duly authorized representative of the CDA shall, at all reasonable times after notice, have access to any portion of the Project.
12. The BORROWER acknowledges that the duties, obligations or responsibilities under this Agreement are continuing, and no right or privilege inures to the BORROWER to the complete Code Compliance Forgivable Loan proceeds without complete compliance with the aforementioned continuing duties and responsibilities.

13. This Forgivable Loan Agreement may not be amended without approval of the CDA.
14. If an event occurs which causes or may cause delays in either the commencement or the completion of the undertaken Project, the BORROWER shall notify the CDA, in writing, of the delay or anticipated delay, and the cause or causes of the delays or anticipated delays; and, if the cause has been or will be by circumstances beyond the control of the BORROWER, the time for performance shall be extended for the period equal to the delay. The BORROWER agrees that any of the following events shall constitute an event of default:
 - A. failure to obtain a commercial occupancy permit for the Facility by January 1, 2024;
 - B. failure to maintain ownership of the Facility during the time period of this Agreement;
 - C. failure to perform any obligation contained in this Agreement;
 - D. the execution of any remedies resulting from an assignment for the benefit of the BORROWER's creditors or commission of any other act amounting to a business failure;
 - E. the filing, by or against the BORROWER, of a petition under any chapter of the U.S. Bankruptcy Code or for the appointment of a receiver;
 - F. any uncured default or breach of the BORROWER's obligations under the terms and conditions of this Agreement, its leases, or financing arrangements with other creditors;
 - G. any material misrepresentation with respect to the BORROWER's warranties and representations under this Agreement or the Application;
 - H. any other action or omission by the BORROWER, which in the CDA's reasonable discretion, jeopardizes the BORROWER's ability to fulfill its obligations under this Agreement or otherwise causes the CDA to deem Borrower insecure.
15. The BORROWER shall procure and maintain comprehensive property damage and comprehensive liability insurance reasonably acceptable to the CDA and the City Attorney. Evidence of insurance shall be provided by a Certificate of Insurance listing the Community Development Authority of the City of West Allis and its officers (elected and appointed), employees, agents, and volunteers as an additional insured on the insurance policies. The Borrower's evidence of insurance must insure the CDA up to CDA's limits, and the Borrower agrees to submit all documents that are requested by the City Attorney. All insurance documents provided by the Borrower must be in a form approved by the City Attorney.
16. REMEDIES IN EVENT OF DEFAULT
 - A. Upon the occurrence of any Event of Default, the CDA shall send a written notice of default to the BORROWER, setting forth with reasonable specificity the nature of the default. If the BORROWER fails to cure the default to the reasonable satisfaction of the CDA within ten (10) business days, the CDA may, without prior written consent and without further written notice to the BORROWER, declare the BORROWER in default, terminate this Agreement effective immediately, and

seek return of all Forgivable Loan funds disbursed to the BORROWER hereunder.

B. Upon the termination of this Agreement:

1. The BORROWER shall be liable for the full Forgivable Loan amount disbursed as a result of this Agreement.
2. Subject to the rights of other creditors, the CDA shall be entitled to exercise any and all remedies available to the CDA under this Agreement, related Forgivable Loan documents, and applicable laws.
3. In addition to the rights and remedies available to the CDA at law, in equity, or in bankruptcy, the CDA shall be entitled to recover from the BORROWER an amount equal to the sum of:
 - i. The full CDA Code Compliance Forgivable Loan amount and other amounts owed by the BORROWER hereunder;
 - ii. All court costs and reasonable attorney's fees incurred by the CDA in the enforcement of its rights and remedies under this Agreement; and
 - iii. Any other damages arising from the BORROWER's default.

C. The CDA's foreclosure upon, repossession of, and subsequent actions shall not affect the CDA's right to recover from the BORROWER any and all damages caused by the BORROWER's breach of this Agreement. The CDA's rights and remedies hereunder shall be cumulative, not exclusive, and shall be in addition to all other rights and remedies available at law, in equity, or in bankruptcy.

D. Upon the occurrence of any Event of Default, the CDA, in its sole discretion, may pursue or intervene in any negotiations or litigation to enforce and protect the CDA's rights and interests. Upon the Borrower's request, the CDA shall execute and deliver an assignment and any other legal documents that may be required by the CDA to facilitate its pursuit or intervention in such negotiations or litigation.

17. To induce the CDA to enter into this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the BORROWER hereby warrants and represents that:

- A. The BORROWER is qualified to engage in business in the State of Wisconsin and in every jurisdiction where the nature of his business makes such qualification necessary.
- B. The BORROWER is in compliance with all laws, regulations, ordinances, and orders of public authorities applicable to it, the violation of which would have a material and adverse effect on the BORROWER's financial ability to comply with this Agreement.
- C. The BORROWER is unaware of any conditions which could subject it to any damages, penalties, or clean-up costs under any federal or state environmental laws which would have a material and adverse effect on the BORROWER's financial ability to comply with this Agreement.

- D. The BORROWER has read, fully understands, and agrees to all of the terms and conditions in this Agreement and the related Forgivable Loan documents.
 - E. This agreement is valid and enforceable in accordance with its terms against the BORROWER, subject only to applicable bankruptcy, insolvency, reorganization, or other similar laws affecting generally the enforceability of the rights of creditors.
 - F. The BORROWER is financially solvent and able to comply with all of the terms and conditions set for in the Agreement.
 - G. The financial statements and other information provided by the BORROWER to the CDA are complete and accurate in accordance with generally accepted accounting principles, and may be relied upon by the CDA in deciding whether to enter into this Agreement with the BORROWER.
 - H. The BORROWER is not in default under the terms and conditions of any grant agreements, loans, notes, leases, or financing arrangements with the BORROWER's other creditors.
 - I. Excluding the funds to be disbursed under this Agreement, the BORROWER has sufficient funding to fund all costs related to this Agreement and as identified in Exhibit B
 - J. The BORROWER's warranties and representations herein are true and accurate as of the date of this Agreement, and shall survive execution thereof.
 - K. In making these warranties and representations, the BORROWER has not relied upon any information furnished by the CDA.
18. The BORROWER shall prepare, keep, maintain, and present such records as may be reasonably required by the CDA to show:
- A. The amount and disposition of Code Compliance Forgivable Loan funds provided and disbursed under this Agreement; and
 - B. The total cost of the Project.
19. All of the BORROWER'S financial records pertaining to this project only shall be prepared, kept, and maintained in accordance with generally accepted accounting principles. The BORROWER shall provide such records to the CDA during the term of this Agreement as may be reasonably requested. Such materials shall be retained by the BORROWER for a period of at least seven (7) years after the Code Compliance Forgivable Loan term is completed.
20. NEGATIVE COMPANY COVENANTS.
- A. During the term of this Agreement, the BORROWER shall not consolidate or merge with or into any other corporation or business entity without prior written notification to the CDA.
 - B. During the term of this Agreement, the BORROWER shall not sell, transfer, hypothecate, liquidate, pledge or otherwise encumber the Facility without prior written notification to the CDA; provided however, that nothing herein shall prohibit the BORROWER from selling inventory in the ordinary course of business.
21. WISCONSIN OPEN RECORDS LAW.

West Allis acknowledges that certain portions of the materials to be exchanged pursuant to this Agreement (e.g., financial statements, project models) contain sensitive and proprietary information relating to the Borrower 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 West Allis 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, and other attachments to this agreement are deemed to be public records. Should West Allis receive a records request for Borrower's financial information, West Allis shall notify Borrower of the request and afford Borrower a reasonable period of time (not to exceed 10 days) to respond to West Allis. If the Borrower objects to the release of the requested record(s) or part thereof, West Allis shall perform the common law balancing test. If West Allis determines that the balance falls in favor of non-disclosure, it shall so inform Borrower and the requestor. If West Allis determines that the balance falls in favor of disclosure, it shall so notify Borrower and the requestor and afford the Borrower a reasonable time (not to exceed 10 business days) to commence an action seeking to prevent disclosure of the record(s).

22. To induce the CDA to enter into this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the CDA hereby warrants and represents that:
 - A. The CDA has read, fully understands, and agrees to all of the terms and conditions in this Agreement;
 1. This Agreement is valid and enforceable in accordance with its terms against the CDA, subject only to applicable bankruptcy, insolvency, reorganization, or other similar laws generally affecting the enforceability of the rights of creditors and equitable principles relating to enforceability;
 2. The information provided by the CDA is complete and materially correct, and;
 3. The CDA's warranties and representations herein are true and accurate as of the date of this Agreement, and shall survive the execution thereof.
23. During the Terms of This Agreement, the CDA shall be responsible for:
 - A. Enforcing the CDA Code Compliance Forgivable Loan documents and ensuring that the BORROWER complies with all of its obligations;
 - B. Promptly notifying the City of any known Events of Default by the BORROWER;
 - C. Protecting its rights and interests with respect to the BORROWER's obligations; and
 - D. Complying with all of the contractual, statutory, and administrative requirements set forth in this Agreement and the Implementation Handbook.
24. Intentionally Left Blank
25. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

26. This Agreement shall, in all respects whether as to validity, construction, capacity, performance, or otherwise, be governed by the laws of the State of Wisconsin. Any suit or proceeding arising out of or related to this Agreement shall be commenced and maintained only in a court of competent jurisdiction in the state or federal courts located in Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts.

27. The forgivable loan program is structured over a 5-year period. If the BORROWER'S property experiences the conditions outlined above is sold or the facility no longer is occupied, the funds shall be proportionally repaid according to the following schedule:

Year 0 - 1	100% of grant funds
Year 1 - 2	80% of grant funds
Year 2 - 3	60% of grant funds
Year 3 - 4	40% of grant funds
Year 4 - 5	20% of e grant funds

28. If any term contained in this Agreement shall be invalid and unenforceable, the remainder of this Agreement shall not be affected thereby.

29. MISCELLANEOUS.

- A. Notices to the BORROWER hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following persons and address or such other person and address as the BORROWER may designate in writing:

David Curtis
Attn: Fire Cycle Fitness, LLC
634 S. 104th St.
West Allis, WI 53214

- B. Notices to the CDA hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following person and address or such other person and address as the CDA may designate in writing;

Community Development Authority of the City of West Allis
Attn: Mr. Patrick Schloss, Executive Director
Economic Development, City Hall
7525 W. Greenfield Avenue,
West Allis, WI 53214

- C. All documents required to be delivered contemporaneously with the execution of this Agreement are expressly made a part of this Agreement as though completely herein, and all references to this Agreement herein shall be deemed to refer to and include all such documents.
- D. In the event of any conflict or inconsistency between the Agreement and the exhibits hereto, the terms of this Agreement shall control.
- E. In the event of any conflict or inconsistency between the Agreement and previous correspondence or discussions between the BORROWER and the CDA, the terms of this Agreement shall control.

- F. Any publications or news releases issued by the CDA or the Borrower relating to this Project shall state that this Project was supported and financed by the National Avenue Commercial Corridor Code Compliance Forgivable Loan Program from the Community Development Authority of the City of West Allis.
 - G. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.
32. LIST OF EXHIBITS. The following exhibits shall be considered part of this Agreement:
- Exhibit A: National Avenue Corridor Map
 - Exhibit B: Project Description
33. IN WITNESS WHEREOF, the CDA, and the BORROWER, having full and complete authority to sign this Agreement, have executed and delivered this Agreement.

Signatures on the Next Page

Community Development Authority of the City of West Allis

By: _____
Patrick Schloss, Executive Director Date _____

Borrower

FIRE Cycle Fitness, LLC ("Borrower")

By: _____
David Curtis, Member Date _____

Approved as to form this ____ day
Of _____, 2023

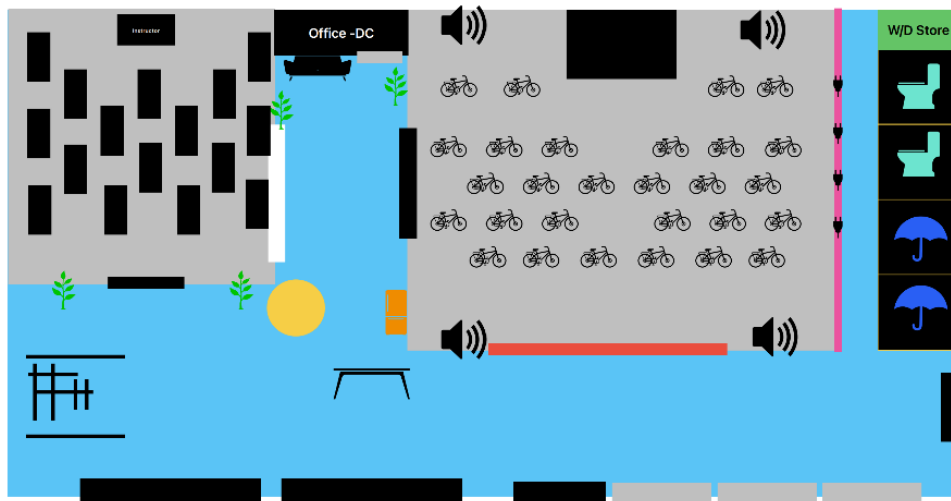
City Attorney

Exhibit A – National Avenue Corridor Map



**EXHIBIT B:
PROJECT DESCRIPTION**

FIRE Cycle Fitness LLC is proposing to occupy the space at 1478 S. 84th St., West Allis, WI, with the required construction of bathrooms and to finish the commercial space required upgrade bathroom floor, ADA compliance requirements, and to improve accessibility. The work is part of a renovation project to open a commercial space for occupancy. The CDA funds of the lesser amount of Eight Thousand Five Hundred dollars (\$8,500) or 100% of the total project cost will be used to prepare the Facility to be leased for commercial purposes by Fire Cycle Fitness. The BORROWER has provided two quotes for the project and plans for the space in the attached application.



April 5, 2023

Revised April 11, 2023

Monica Maas-Skellie
Ogden & Company
1665 N. Water St.
Milwaukee, WI 53202

Re: ELEMENT 84 – FIRE CYCLE TENANT BUILDOUT

Ogden Construction Group is pleased to submit our proposal for the tenant buildout per the plans provided by Dan Beyer Architects dated 3/13/23.

For the sum of \$266,243.00

**See attached Value Engineering Breakdown

If you have any questions, please do not hesitate to call us.

Sincerely,
Ogden Construction Group, LLC



Joel Cook
President

FIRE CYCLE
REVISED – April 11, 2023

General Conditions	OCG	\$ 26,606.00
Concrete	OCG	\$ 15,992.00
Carpentry	OCG	\$ 14,919.00
Doors frames hardware and HM	Builders Hardware & HM	\$ 7,747.00
Drywall and insulation	Suburban Drywall	\$ 23,200.00
Sealed concrete floors	CCS	\$ 8,000.00
Acoustical ceiling	Precision Ceilings	\$ 11,500.00
Painting	Craftmaster Painting	\$ 10,000.00
Fire Protection	Blair Fire Protection	\$ 11,125.00
Plumbing	Dickenschrauf Plumbing	\$ 19,800.00
HVAC	JF Ahern	\$667,064.00
Electrical	JM Electric	\$ 56,360.00
Subtotal		\$271,313.00
P&OH		<u>\$ 23,632.00</u>
Total		\$294,945.00
Value Engineering (4/11/22)		
-lower supervision and Project Management Time		<\$9,981.00>
Increase Production pn concrete stoop		<\$4,121.000>
Late Electrical Bid (Aubrey Electric)		<14,600.00>
Total Value Engineering		\$ 28,702.00
Revised Bid Total		\$266,243.00

** Note – Potential Savings in HVAC to come



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Element 84 Spin Studio

1468 S 84th Street, West Allis WI

Architect: N/A

Plans: BEAR 2/3/23

Addendums & RFI's: Addendums & RFI's

Proposal Date: February 13, 2023

Usable SF: 1,836

Rentable SF: Not Used

Description of work / trade

Actual
Qty.

Unit
Type

Division 1 - General Requirements

General

Supervision	120	hrs
General cleanup - laborer	40	hrs
Provide dumpsters/disposal	4	ea
Final Cleaning	1,836	sf
Building protection	1	lot
Project setup/gang box	1	lot
Temporary Toilets	1	lot
Equipment Rental/Lift	1	lot

General Subtotal: \$ 23,175.00

Cost Per Usable SF \$ 12.62

Division 2 - Existing Conditions

Demolition

No work figured

Demolition Subtotal: \$ -

Cost per Usable SF \$ -

Division 3 - Concrete

Concrete

New slab on grade - vapor barrier, rebar, WWM, 6" thick (No stone & No excavation)	1,836	sf
New exterior concrete walk-to new vacant exterior door	30	sf

Concrete Subtotal: \$ 24,159.00

Division 4 - Masonry

Masonry

Cut in existing masonry wall, install lintel at head, and patch for new single entry door	3	lf
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Masonry Subtotal: \$ 3,375.00

Cost per Usable SF \$ 1.84



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Division 6 - Wood and Plastic

Carpentry

Install single door, frame, hardware (Yoga, Mechanical, (2) Restrooms)	4	ea
Install pair of doors, frame, hardware (Spin Studio)	1	ea
Install louver on mechanical door	1	ea
Install access panels	5	ea
Install blocking for millwork	10	lf
Install millwork	12	hrs
Install blocking for TV's	3	ea
Blocking for toilet accessories	6	ea
Install toilet accessories	1	lot
Install fire extinguisher cabinet	2	ea

Carpentry Subtotal: \$ 7,254.00

Cost per Usable SF \$ 3.95

Millwork

Provide plastic laminate base cabinet @ Retail/Check-in	10	lf
Provide plastic laminate counter tops	10	lf
Provide shelving on adjustable standards	10	lf

Millwork Subtotal: \$ 4,800.00

Cost per Usable SF \$ 2.61

Division 7 - Thermal and Moisture Protection

Roofing

Allowance for installation of rooftop units and curbs	1	Allow
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Roofing Subtotal: \$ 3,500.00

Cost per Usable SF \$ 1.91



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Division 8 - Openings

Doors, Frames, Hardware

Hollow Metal Frames:

Single 3 sided non-rated frame	4	ea
Pair 3 sided non-rated frame	1	ea

Wood Doors 3'0"

Flush single non-rated	4	ea
Flush pair non-rated	1	ea

Hardware

Single door - set of hinges keyed function cylindrical lever & wall or floor stop	4	ea
Pair door - 2 sets of hinges keyed function cylindrical lever & dummy lever flush bolts & wall or floor stop	1	ea

Doors, Frames, & Hardware Subtotal:	\$	9,510.00
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Cost per Usable SF \$ 5.18

Glazing

Provide and install single 1/2" clear aluminum glass entry door to match existing style with, lock, overhead closer, overhead stop, and push/pulls	1	Allow
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Glazing Subtotal:	\$	4,500.00
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Cost per Usable SF \$ 2.45

Division 9 - Finishes

Drywall

Provide full height 3 5/8", 25-ga metal studs & insulation @ 16"o.c. w/ 1 layer of 5/8" drywall each side to underside of existing drywall ceiling above (13'-7" high)	136	lf
Furr out wall at existing CMU perimeter	68	lf
Provide 24" x 24" access panel in drywall ceiling	3	ea
Patch drywall ceiling after mechanical installations	500	sf
Patch wall demo scar	1	lot
Provide finish taping	1,836	sf

Drywall Subtotal:	\$	35,389.00
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Cost per Usable SF \$ 19.28

Acoustical Ceiling

No work figured

Acoustical Ceiling Subtotal:	\$	-
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Cost per Usable SF \$ -



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Flooring

Provide 4" vinyl base	345	lf
Provide LVT-Yoga Studio	170	sf
Provide Athletic Flooring-Spin Studio	726	sf
Provide sealed concrete (Ardex)-Corridor & Retail	660	sf
Grinding of the floor	660	sf
Provide transition strips	15	lf
Provide floor prep allowance \$1,000	1	Allow

Flooring Subtotal:	\$	19,649.00
Cost per Usable SF		\$ 10.70

Ceramic Tile

Provide ceramic floor tile at restrooms - \$5/sf material allowance	250	sf
Provide ceramic wall base at restrooms - \$5/sf material allowance	88	lf
Provide ceramic wall tile (showers and wet wall of restrooms-half height) - \$5/sf material	440	sf
Provide waterproofing for tile	250	sf
Provide crack isolation membrane	250	sf
Provide floor prep allowance \$500	1	Allow

Ceramic Tile Subtotal:	\$	18,500.00
Cost per Usable SF		\$ 10.08

Decorating

Paint drywall partitions to ceiling	6,062	sf
Paint drywall ceiling	1,836	sf
Paint wood doors (4) single, (1) pair	6	ea
Paint hollow metal frame	5	ea

Decorating Subtotal:	\$	10,091.50
Cost per Usable SF		\$ 5.50

Division 10 - Specialties

Specialties

Furnish ADA grab bar set (typical includes 18", 36" & 42" bars)	2	ea
Furnish toilet paper dispenser	2	ea
Furnish recessed convertible paper towel dispenser/waste receptacle	2	ea
Furnish metal framed mirror - 24x36	2	ea
Provide metal locker - double tier (\$6,600 allowance)	12	ea
Floor mounted toilet partition - ADA stall, powder coated	2	ea

Specialties Subtotal:	\$	10,122.00
Cost per Usable SF		\$ 5.51



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Division 11 - Equipment

Equipment

No work figured

Equipment Subtotal:	\$	-
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Cost per Usable SF \$ -

Division 12 - Furnishings

Furnishings

No work figured

Furnishings Subtotal:	\$	-
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Cost per Usable SF \$ -

Division 21 - Fire Suppression

Fire Protection

Provide new concealed sprinkler heads	10	ea
Relocate existing concealed sprinkler head	8	ea
Provide fire extinguisher cabinet with fire extinguisher	2	ea
Provide fire stopping at all penetrations	1	Allow
Provide drawings/fees	1	lot
Provide hydrostatic testing	1	lot

Fire Protection Subtotal:	\$	7,020.00
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Cost per Usable SF \$ 3.82

Division 22 - Plumbing

Plumbing

Rough in waste, water and vent-PVC drain and PEX piping	1	lot
Provide electric tankless hot water heater	2	ea
Provide floor drain with trap primer	2	ea
Provide additional floor drain	3	ea
Provide lavatory with faucet	2	ea
Provide ADA shower modules with faucet	2	ea
Provide floor mounted toilet with sensor flush valve	2	ea
Provide drinking fountain/fill station	1	ea
Excavation, back fill and rough grading included	1	lot

Plumbing Subtotal:	\$	42,160.00
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Cost per Usable SF \$ 22.96



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Division 23 - Heating, Ventilating, & Air Conditioning

HVAC

Provide sheet metal ductwork as required	1	lot
Provide AC/Furnace Split System Units (2 Zones) -natural gas	2	ea
Provide Thermostat - New	5	ea
Provide supply diffuser	13	ea
Provide return diffuser	8	ea
Provide exhaust fan	2	ea
Provide test and balance	1	lot

HVAC Subtotal:	\$	57,050.00
Cost per Usable SF		\$ 31.07

Division 26 - Electrical

Electrical

Exit signs - new	5	ea
Down lights (Restrooms, Open Area accent lights)	10	ea
LED vanity lights above mirrors in restrooms	2	ea
Pendant LED lighting - Allowance \$450/ea (2) Yoga, (6) Retail & Corridor, (4) Spin Studio	12	ea
4' LED strip light for mechanical room	1	ea
Single gang switch (2) Restroom Showers, (1) Mechanical	5	ea
Multi gang switch (Corridor, Retail)	1	ea
3 way switch (entrance, exit to lobby)	2	ea
Dimmer switch (Yoga, Spin)	2	ea
Wall mounted and ceiling mounted occupancy sensors (Restrooms, mechanical room)	7	ea
Exterior EM fixtures over doors	2	ea
EM Emergency back up fixtures	7	ea
Duplex floor box receptacles for spin studio (assumes one circuit per four bikes)	13	ea
Convenience duplex outlets	22	ea
GFI outlet-Restrooms	2	ea
Voice/data opening in wall - empty conduit	3	ea
Connection at wall for TV - Power and voice/data (empty conduit)	2	ea
Wire water heater on separate circuit	2	ea
Wire HVAC	2	ea
Wire HVAC exhaust fan-Restrooms	2	ea
Distribution panel, meter (EMON-DMON) and connection-200 amps	1	lot
Tele/data service 2" conduit to building riser closet	100	lf
Fire Alarm budget: NAC panel, (6) horns/strobes, (2) strobes, (1) smoke detector, (1) pull station	1	Allow
Relocated life safety device	1	ea
Provide 200a panel	1	ea

Electrical Subtotal:	\$	69,478.00
Cost per Usable SF		\$ 37.84



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Division 27 - Communications

Voice / Data Cabling

No work figured

Voice/Data Cabling Subtotal:	\$	-
	Cost per Usable SF	\$ -

Audio Visual

No work figured

Audio Visual Subtotal:	\$	-
	Usable Cost per SF	\$ -

DIRECT CONSTRUCTION COSTS	\$	349,733.00
PERMIT ALLOWANCE	Is \$	1,026.00
PERMIT EXPEDITOR ALLOWANCE	Is	EXCLUDED
BOND	Is \$	5,489.42
INSURANCE	Is \$	3,498.00
OVERHEAD & FEE	Is \$	27,979.00

Total cost, subject to notes, clarifications, and alternates:	\$	387,726.00
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Project Usable Square Footage: 1,836

Cost per Usable Square Foot: \$ 211.18

Notes, Clarifications, & Exclusions

Division 1 - General Requirements

- 1 All work to be performed in a workmanlike manner during regular working hours, with the exception of items specifically noted above.
- 2 Overtime/premium time is included for demolition activities, floor coring, work in occupied tenant spaces, or shutdowns of power, water or other systems that knowingly impact other occupied tenant spaces.
- 3 This proposal is valid for 30 days from most recent date above and does not include provisions for any significant increases in wages or materials. After 30 days, proposal is subject to review.
- 4 Standard grade materials and finishes are used for budgeting purposes, unless specifically noted otherwise in this proposal or within budget documents.
- 5 Square footages and other measurements used in this proposal are for BEAR's bid purposes only and are not intended to reflect rentable numbers unless noted as such.
- 6 NIC = not in contract / F&I = furnish and install / FBO = furnished by others / SF = square feet / LF = lineal feet / EA = Each
- 7 Project commencement without required municipal building permits is not advised. If client advises work to commence without such permits, client shall indemnify Bear CC for any and all costs, fines or penalties incurred.
- 8 Correction of pre-existing conditions or building code violations are not included unless specifically noted within this proposal or are inherent to the work being performed.
- 9 Schedule and completion dates are subject to supply chain issues, manufacturer lead times, shipping or other delays, labor strikes, inclement weather, or other causes beyond our control. BEAR shall make every effort to identify these risks, but items outside of our control may impact completion at no fault of BEAR.
- 10 Costs to accelerate, expedite or "quick ship" materials are not included unless specifically noted above.
- 11 Customer to provide utilities (e.g. electric service, heat, water) and restroom facilities at no cost to BEAR and its subcontractors, unless specifically noted within this proposal.
- 12 Permit fees and/or permit expediting fees are only included if noted above. When included, permit fees are merely an estimation based upon historical data and/or municipal calculation tables, and are subject to adjustment after receipt of final permit amount(s).
- 13 Building fees for elevator operator, drain down fees, security guards, base building janitorial etc. are not included unless specifically noted above. Said fees, if incurred, will be an addition to the contract amount.
- 14 Application for LEED or WELL certification is not included. If requested in advance, qualifying materials or back-up documentation required for either certification can be provided to a third party applicant.
- 15 Liquidated or consequential damages provisions are not included.
- 16 Subcontractor Default Insurance (SDI), Performance or payment bonds are not included.
- 17 Builders Risk Insurance coverage is not included unless specifically noted above, but is available if needed.
- 18 All applicable sales and use taxes are included above, unless specifically noted otherwise. On any tax-exempt projects, client shall provide documentation to BEAR to verify that status.
- 19 Relocating, moving or storage of existing contents (e.g. furniture, furnishings, file cabinets, equipment, etc.) in order to perform our work is not included, unless specifically noted above.
- 20 Premises will be left in a contractor's "broom clean" condition. Final/professional cleaning, including, but not limited to VCT waxing, window cleaning, etc. is not included unless specifically noted above.
- 21 Costs for removal and/or disposal of debris generated by customer/tenant's vendors (e.g. cabling, furniture, security, etc.) are not included. Any BEAR labor and trash disposal fees required due to excessive discarded items by said vendors will be an add to the contract amount.
- 22 With the exception of standard subcontractor shop drawings and submittals, engineering and/or design related costs are not included.
- 23 BEAR assumes no-cost use of Architectural and MEP design drawings in CAD or similar format to provide shop drawings and as-built documents.
- 24 Unless specifically noted in this proposal, third party testing of any kind is not included.
- 25 X-rays, scanning, sensing or other types of floor testing are not included, unless specifically noted above.
- 26 Due to global supply chain interruptions there may be delays in availability of certain materials. We are monitoring these potential delays, and in all instances possible trying to identify them within our proposal. As the supply chain issues are rapidly evolving, these forecasts are not always reliable even between the time of bid and placement of orders. If such delays arise on this project, you will be notified and a contingency plan will be created for each unique situation within our reasonable control.

Division 2 - Demolition

- 1 Testing, abatement, remediation or removal of any hazardous materials (e.g. asbestos, lead, mold, etc.) is not included, unless specifically noted above.
- 2 We have not included any removal, scarifying or shot blasting of existing mastic, existing floor finish residue adhesives and/or underlayments. Such costs, if included, would be outlined within the Flooring section of this proposal.



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Division 6 - Millwork

- 1 Unless specified within plans or noted otherwise, standard grade plastic laminates and/or solid surface material costs are included in our millwork pricing.

Division 8 - Doors and Windows

- 1 Unless noted otherwise, all new door locks will be provided with construction cylinders, and keying shall be by client or property management.

Division 9 - Finishes

- 1 Floor preparation included above is limited to carpet and tile prep. Leveling of floors to +/- 1/4" or any other tolerances is not included, unless specifically noted otherwise.
- 2 Unoccupied side of any new demising walls will be left raw for future development. No painting or taping is figured unless noted otherwise.
- 3 If/when existing materials and finishes are being salvaged and re-used, we cannot guarantee color match of any existing finishes to new (flooring, ceiling tile, etc) due to age, wear, and/or dye lot changes.
- 4 Moisture testing or remediation of floor slab(s) is not included, unless specifically noted otherwise.

Division 11 - Equipment

- 1 Unless listed above, all appliances shall be furnished and installed by others. When BEAR is including appliances, only those specifically listed are included. If shown on plans, plumbing and electrical feeds will be included and noted as such.

Division 12 - Furnishings

- 1 Unless noted otherwise, no window blinds, Mecho shades, or mini-blinds are included in the bid.
- 2 All systems furniture shall be furnished and installed by others. Where electrical and/or data feeds are required, they will be included as drawn. If BEAR is including the power or data wiring within systems furniture, it will be noted as such within the Electrical and Low Voltage sections (or as Alternate costs).

Division 21 - Fire Sprinklers

- 1 Unless noted otherwise, we exclude re-routing or raising of the sprinkler system main piping or branch piping to accommodate lighting or similar conflicts.

Division 22 - Plumbing

- 1 Unless noted otherwise, we exclude any plumbing riser cut-ins or shutdowns for water connections. We assume future valves exist at these locations.

Division 23 - HVAC

- 1 Unless noted otherwise, all existing HVAC items to be re-used are assumed to be in working order. Survey and/or repair of these items, unless specifically mentioned above, is excluded.
- 2 Unless noted otherwise, we exclude any HVAC chilled or condenser water riser cut-ins or shutdowns for new connections. We assume future valves exist at these locations.

Division 26 - Electrical

- 1 Unless noted otherwise, any existing lighting that is to be re-used or relocated is assumed functional. Unless specifically noted above, no ballast changes, relamping or LED conversions are included.
- 2 Unless noted otherwise, we exclude relocation of any above ceiling obstructions in relation to new light lay-out.

Division 27 - Communications

- 1 Unless noted otherwise, voice and/or data wiring is not included. Where required by code, we provide the empty conduit system only unless specifically mentioned above. If this wiring is included in base bid or via Alternate, service riser cabling and patch cords are excluded unless noted specifically.

Division 28 - Security and AV

- 1 Unless noted otherwise, security and/or AV wiring is not included. Where required by code, we provide the empty conduit system only unless specifically mentioned above.

RESPECTFULLY SUBMITTED:

Christine Lussow

Project Executive
BEAR CONSTRUCTION COMPANY