



Redevelopment Authority

335 South Broadway

Special Meeting

De Pere, WI 54115
<http://www.de-pere.org>

Revised Agenda

Tuesday, October 15, 2013

6:00 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a Special Meeting of the **Redevelopment Authority** of the City of De Pere will be held on **October 15, 2013** at **6:00 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

Call to Order

1. Roll Call
2. Approval of the minutes of the September 23rd, 2013 Redevelopment Authority Meeting.
3. Approval of the minutes of the September 30th, 2013 Redevelopment Authority Meeting.
4. Review Facade Grant Application for 345 Main Ave.
5. Resolution #RDA-13-05, Authorizing Redevelopment Agreement Between the City of De Pere, the Redevelopment Authority of the City of De Pere and VHC, Inc.
6. Resolution #RDA-13-06, Authorizing Amendment to the Redevelopment Agreement Between the City of De Pere, the Redevelopment Authority of the City of De Pere and Centre Ville LLC (formerly Medical Arts Complex Medical Center S.C.).

Adjournment

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the City Planner's office at 339-4043 by Noon on Monday, October 14th, 2013 so that arrangements can be made.

AGENDA SENT TO:

Redevelopment Authority Members
Alderspersons
Department Heads
TV & Radio Stations
News Media
Brown County Library, De Pere Branch
De Pere Area Chamber of Commerce
Mary Alexis Pfutzenreuter & Ron Manning
VHC Inc.
Centre Ville LLC



Redevelopment Authority

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Draft Minutes

Monday, September 23, 2013

6:00 PM

De Pere City Hall Council Chambers

Call to Order

The meeting was called to order at 6:00 PM by Commissioner Ted Penn

Attendee Name	Title	Status	Arrived
Jerry Henrigillis	Board Member	Excused	
Ted Penn	Commissioner	Present	
William Patzke	Commissioner	Present	
Joe Van Deurzen	Commissioner	Present	
Bill Komsi	Commissioner	Present	
Charles King	Commissioner	Excused	
John Nusbaum	Commissioner	Present	

Also present: City Planning Director Ken Pabich.

2. Approval of the minutes of the August 26th, 2013 Redevelopment Authority Meeting.
3. Review 519 George St Facade Grant Application and Receipts. Owner Larry Fisette. **Adopted [Unanimous]**
Rezoning for this property was approved by Plan Commission and City Council. Design meets requirements but owner forgot to submit. Does RDA want to consider the application after the fact.

Bill Patzke questioned Drury invoice with \$5000 truck.

Adjournment

The meeting was closed at

No Vote

Any person wishing to attend this meeting who, because of disability, requires special accommodation should contact the City Planner's office at 339-4043 by Noon, Monday, September 23, 2013, so that arrangements can be made.

AGENDA SENT TO:

Redevelopment Authority Members
Alderspersons
Department Heads
TV & Radio Stations
News Media
Brown County Library, De Pere Branch
De Pere Area Chamber of Commerce
Definitely De Pere
Larry Fisette, De Pere Auto

Respectfully submitted,
Carey Danen



Common Council and Redevelopment Authority

335 South Broadway

Special Meeting

De Pere, WI 54115

<http://www.de-pere.org>

Draft Minutes

Monday, September 30, 2013

6:00 PM

De Pere City Hall Council Chambers

Call to Order.

The Common Council and Redevelopment Authority Special Meeting was called to order on September 30, 2013 at 6:14 p.m. in De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere WI.

Attendee Name	Present	Absent	Late	Arrived
Ted Penn	☐	☒	☐	
Bill Komsi	☒	☐	☐	
John Nusbaum	☒	☐	☐	
Jerry Henrigillis	☐	☒	☐	
Joe Van Deurzen	☒	☐	☐	
William Patzke	☒	☐	☐	
Kevin Bauer	☒	☐	☐	
James Boyd	☒	☐	☐	
Scott Crevier	☒	☐	☐	
Michael Donovan	☒	☐	☐	
Bob Heuvelmans	☐	☐	☒	
Jim Kneiszel	☒	☐	☐	
Larry Lueck	☐	☐ Excused	☐	
Lisa Rafferty	☒	☐	☐	
Michael J. Walsh	☒	☐	☐	

Bill Patzke was elected unanimously to act as President in the absence of Ted Penn.

- Discussion of status of redevelopment agreement between the City of De Pere, the Redevelopment Authority and Centerville LLC (MAC Dental). **Adopted [Unanimous]**
City Planner Ken Pabich summarized the staff memo provided to the Common Council and the Redevelopment Authority.

Gary Noble, President of Centre Ville LLC, introduced the following individuals and went over the handout provided to the Common Council and the Redevelopment Authority:

- Alex Santos, Immel Construction
- David Donoian, Commercial Realtor
- Thomas Olejniczak, Law Firm of Conway, Olejniczak, and Jerry S.C.
- Dr. Thomas M. Murphy, Vice President of Centre Ville LLC

John Nusbaum moved, seconded by Bill Patzke, to approve an extension for the start of construction of the MAC Dental Building to be set for September 1, 2014, contingent upon receipt of the PILT payment of 2012, and that all other dates that are contingent upon the start of construction be adjusted accordingly. Discussion followed. Upon vote of the Redevelopment Authority, motion carried unanimously.

Minutes Acceptance: Minutes of Sep 30, 2013 6:00 PM (Call to Order)

Alderson Bauer moved, seconded by Alderson Boyd to approve the recommendation of the Redevelopment Authority. Discussion followed. Upon vote, motion carried unanimously.

3. Adjournment.

Joe Van Deurzen moved, seconded by John Nusbaum to adjourn the special meeting of the Redevelopment Authority at 7:41 p.m. Upon vote, motion carried unanimously.

Alderson Donovan moved, seconded by Alderson Boyd to adjourn the special meeting of the Common Council at 7:41 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Minutes Acceptance: Minutes of Sep 30, 2013 6:00 PM (Call to Order)

City of De Pere, Wisconsin

**Request For Redevelopment Authority Action**

MEETING DATE: October 15, 2013

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Review Facade Grant Application for 345 Main Ave.

Attached is a facade grant application for 345 Main Ave. The project is for the replacement of 5 windows on the second floor of the building. As a note, the first floor was updated approximately 3 years ago when we did not have facade grant funds for the west side. The total project cost is \$5,962.88 which would qualify for a \$1,490.72 facade grant.

Recommendation

Staff would recommend approval of the facade grant and the final receipts for the project be provided back to the RDA for facade grant payment approval.

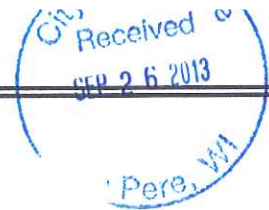
ATTACHMENTS:

- 345 Main (PDF)



CITY OF DE PERE

Façade Grant Application



The City of De Pere, in conjunction with Downtown De Pere Inc., will assist with façade improvements for commercial properties located within the boundaries of a Tax Increment District (TID). Applications will be acted upon on a **first come first serve basis**. The maximum grant is up to \$10,000 for approved projects. The grant requires the expenditure of \$4.00 of private funds for each \$1.00 of grant funds disbursed. Grants will only be awarded to projects that are approved by the Redevelopment Authority.

Please print or type using black ink for duplicating purposes.

A. Property Owner: Name: Mary Alexis Pfutzenreuter, Ron Manning
 Mailing Address: 345 Main Avenue, De Pere, WI 54115
 Phone: 920-639-2517 Cell: Same
 Email Address: maryalexis@new.rr.com

B. Property Information: Name: 345 Main, LLC
 Address: 345 Main Avenue, De Pere, WI 54115

C Project Details: Proposed Start Date: 10/21/13 Expected Completion Date: 11/25/13
 Contractor Name: Daniel Vania Carpentry
 Mailing Address: E 2249 Rockledge Road, Luxemburg, WI 54217
 Phone: _____ Cell: 920-255-5224

Please attach (1) hard copy and (1) PDF version of the following items:

1. A photo of the existing façade.
2. The proposed project design. Replacement of 5 second story windows on front facade of 345 Main. *
3. The project cost estimates by major category (design, material, labor, etc). See attachment

The undersigned applicant(s) affirms that the information submitted herein is true and accurate to the best of my (our) knowledge. I (we) have read and understand the conditions of the City of De Pere Façade Grant Program and agree to abide by its conditions and guidelines.

Signed

Date

Signed

Date

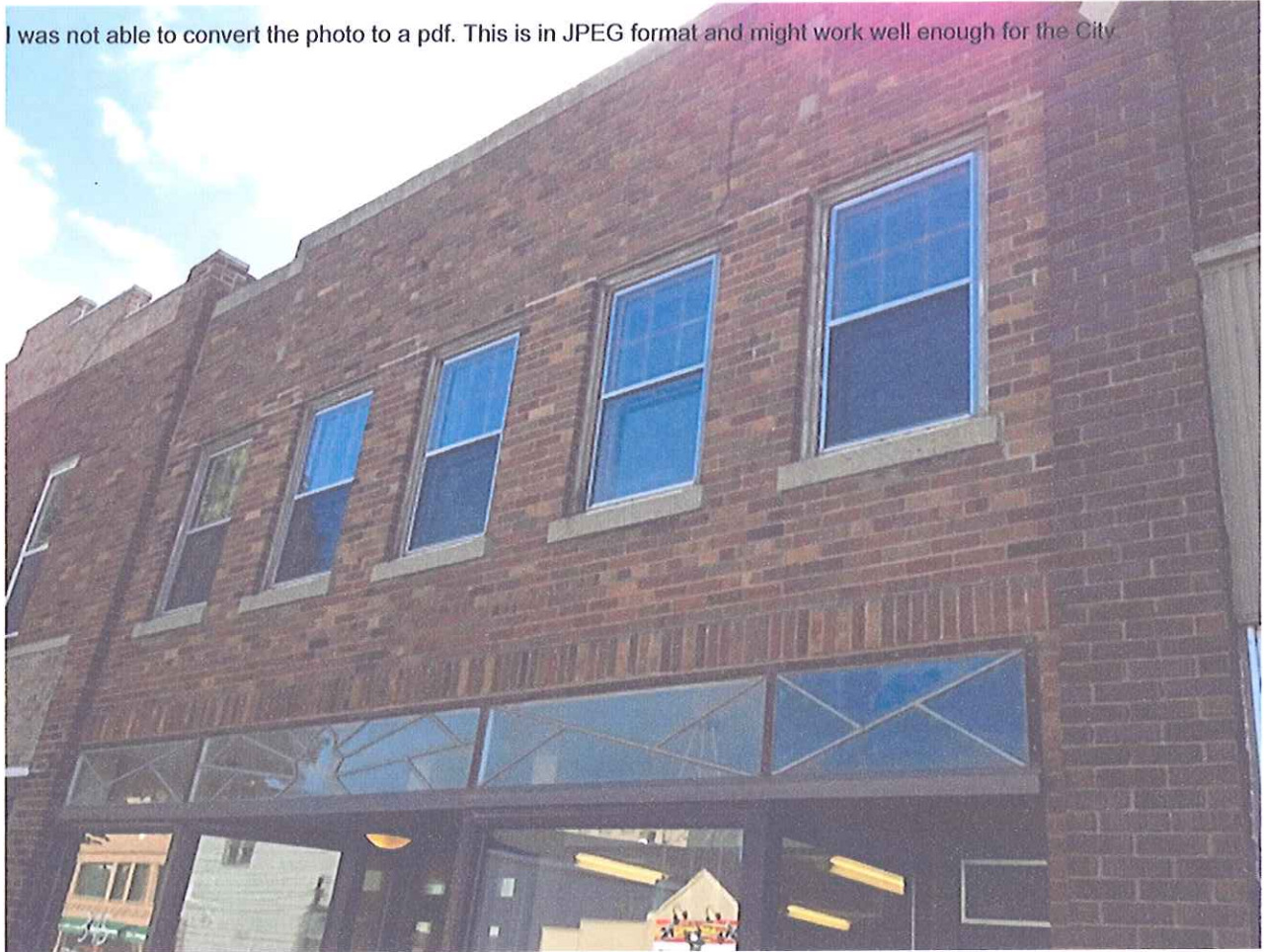
Please submit the application to:

City of De Pere
 ATTN: Planning Department
 335 S Broadway
 De Pere, WI 54115

maryalexis@new.rr.com

From: "Ronald Manning" <ronman345@me.com>
Date: Thursday, September 19, 2013 10:43 PM
To: "MaryAlexis Pfutzenreuter" <maryalexis@new.rr.com>
Subject: Photo of facade of 345 Main Ave De Pere

I was not able to convert the photo to a pdf. This is in JPEG format and might work well enough for the City



9/25/2013

City of De Pere Façade Grant Program Application

Attachment

Proposal for Façade Grant-Replacement of second story windows facing Main Avenue.

345 Main Avenue, De Pere WI 54115

Owners: MaryAlexis Pfutzenreuter and Ronald Manning

920-639-2517. maryalexis@new.rr.com

2. b. ii. Proposed Project Design

Replacement of 5 second story double hung windows with 6 divided lights on upper portion of window. The windows face Main Avenue. Replacement windows will be high quality and identical to the existing windows, i.e.: double hung with a 6 light upper. This maintains the historical façade. See Pella invoice for details.

2. b. iii. Project cost estimates

Windows. \$4212.88

Installation. \$1750.00

Total: 5962.88

Architect: Bay Architects, LLC. David Van Lanen 920-621-9470

Carpenter/Installer: Daniel Vania Carpentry. 920-255-5224

Windows: Pella, triple pane, designer series, double hung. Contact Charlie Denissen. 920-431-8910

*Building permit submitted September 27, 2013. Project to be completed by 11/25/13.



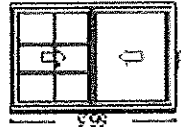
Proposal - Detailed

Sales Rep Name: Denissen, Charlie
Sales Rep Phone: 1-800-242-1008
Sales Rep E-Mail: cdenissen@verhaleninc.com
Sales Rep Fax:

Phone: Fax:

Customer Information	Project/Delivery Address	Order Information
MARY ALEXIS MANNING 345 W. MAIN AVE DE PERE, WI 54115 Day Phone: (920) 639-2517 Mobile Phone: Fax Number: E-Mail: Contact Name: Great Plains #: MANNIM Customer Number: 1004258187 Customer Account: 1001009806	MANNING, MARYALEXIS 345 MAIN ST. Lot # DE PERE, WI 54115 County: BROWN Owner Name: Owner Phone:	Quote Name: SS3 9-20-13 Order Number: 408 Quote Number: 508517 Order Type: Non-Installed Sales Wall Depth: Payment Terms: Deposit/C.O.D. Tax Code: BRO Cust Delivery Date: None Quoted Date: 9/20/2013 Contracted Date: Booked Date: Customer PO #:

Customer Notes: MARYALEXIS MANNING 920-639-2517

Line #	Location:	Attributes			
10	FRONT	Designer, Double Hung, 33 X 56.5, French Roast, 3-11/16"			
			Item Price	Qty	Ext'd Price
			\$761.22	5	\$3,906.10
PK # 587  Viewed From Exterior Rough Opening: 33 - 3/4" X 57 - 1/4" Final Wall Depth: NO JAMBS 1: Non-Standard Size Double Hung, Equal Split Frame Size: 33 X 56 1/2 General Information: Standard, Clad Exterior Color / Finish: Standard EnduraClad, French Roast Interior Color / Finish: Bright White Interior Glass: Insulated Low E Advanced Argon Gas Hinge Panel: Clear, Annealed, Standard per design (2.5mm) Hardware Options: Standard Lock, Champagne, Order Sash Lift Screen: Half Screen, InView Unit Accessories: No Options, No Options Grille: RMB, No, 3/4" Designer, Traditional (3W2H / 0W0H), Bright White, French Roast, Shipped In Unit Wrapping Information: Foldout Fins, Factory Applied, 3-11/16" Factory Applied, Perimeter Length = 179", Glazing Pressure = 95.					

Line # Location:		Attributes			
15	CAULK	Installation Sealant, French Roast			
		Item Price	Qty	Ext'd Price	
		\$87.15	1	\$87.15	

1: Accessory
Frame Size: -1 X -1
Exterior Color / Finish: French Roast
Interior Color / Finish: Not Applicable Interior
Package: Box 12 Tubes
Wrapping Information: Perimeter Length = 0".

PK #
587

Viewed From Exterior

Rough Opening:

Thank You For Your Interest In Pella® Products

PELLA WARRANTY:

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor VER HALEN INC will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

BRANCH WARRANTY:

As required by the Wisconsin construction lien law, VerHalen, Inc DBA Pella hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to VerHalen, Inc DBA Pella, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to the owner's mortgage lender, if any. VerHalen, Inc DBA Pella agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

NOTICE OF LIEN RIGHTS

TERMS & CONDITIONS:

PERFORMANCE: Where no specific date is fixed we shall be allowed reasonable time to make delivery of the materials and perform the work.

DAMAGE, LOSS, DELAY OR DEFAULT THROUGH CAUSES BEYOND OUR CONTROL: We shall not be responsible for default, damage, loss or delay in performance due to labor trouble, fires, accidents, floods, collapse or other causes beyond our control, or due to shortages of materials or transportation facilities resulting from war, national or local emergency, riots, governmental priorities, embargoes and like conditions and regulations. Any and all loss of, or damage to our materials erected or stored on the premises, not caused by us, shall be repaired and replaced by us and the additional cost thereof shall be borne by the purchaser.

WORKING CONDITIONS AND FACILITIES TO BE SUPPLIED BY THE PURCHASER: The purchaser shall make all work surfaces, on which materials are to be supplied, available for work at one time so that the work shall not be interrupted; shall provide surfaces that are clean, dry and in an accessible condition, shall at his own expense cause all obstructions to our work to be removed; shall

Customer: MARY ALEXIS MANNING

Project Name: MANNING, MARYALEXIS

Quote Number: 5088517

additionally bear the cost of sending our men to the job, on his notification, before surfaces are ready for the application of our materials, or expense due to any delay during the progress of the work not caused by us; shall allow us free and reasonable use of light, heat, water and power, and the use of available elevators, hoists and other facilities.

DELIVERY: When materials are quoted on the basis of delivery to the jobsite, we provide delivery assistance to the customer's garage only.

INSURANCE: We carry public liability, property damage and workmen's compensation insurance and consequently will not honor any charges against us for such similar coverage. Any expense incurred by us for insurance or bond to cover our liability under any "hold harmless" or "indemnity" clause or clause of a similar nature in any contract, specifications, letter of acceptance or notice submitted by you or your contractors which in any way requires us to assume any liability which is not imposed on us by law, shall be paid by you.

CHANGES IN PLANS OR SPECIFICATIONS: No credit or allowance shall be granted for alterations or modifications in work or materials, unless such credit or allowance has been agreed to by us in writing before such alterations or modifications are made.

GLAZING: Attention is directed to the Consumer Product Safety Act and the Federal Regulation for "Architectural Glazing Materials (16 CFR 1201)." THIS LAW SPECIFIES WHERE THE USE OF TEMPERED GLASS IS MANDATORY. In any instances of claims arising from the use of non-tempered glass, it will be the sole liability of the contractor or customer who accepted the glass as specified in our proposal that the use of such non-tempered glass is not prohibited by law, and that this glass will be used in areas in which non-tempered glass is allowable. Distortion in tempered glass is common and is not considered a defect.

TAXES: Any sales, excise, processing or any other direct tax imposed upon the distributor, sale or application of materials supplied in accordance with this proposal shall be added to the proposal price.

CONSEQUENTIAL DAMAGE: Seller shall not be liable for any direct, indirect or consequential damage or loss for any reasons, including but not limited to: any defect or defects in materials, improper installation, or breakage, bursting leakage.

ACCEPTANCE OF WORK AND MATERIALS: The Customer shall immediately upon delivery inspect all material. All work performed and materials supplied under this Proposal shall be deemed to comply with all terms of the Proposal unless Seller is notified to the contrary within seven (7) days following delivery.

DEFAULTS: If the customer fails to pay pursuant to the terms of this accepted proposal, the Customer agrees to pay all reasonable attorney fees and costs (of whatever nature) incurred by the Seller to obtain collection.

CANCELLATIONS AND/OR CHANGES: All sales are final. Product is ordered based on customer specification and approval via the signed contract.

WARRANTY: Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor Ver-Halen, Inc. will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Roloscreen (or any other accessory) to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

Prices are valid for 30 days.

NOTICE CONCERNING CONSTRUCTION DEFECTS: Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions.

Customer: MARY ALEXIS MANNING

Project Name: MANNING, MARYALEXIS

Quote Number: 5088517

4.a

Customer Name (Please print)

Customer Signature

Date

Pella Sales Rep Name (Please print)

Pella Sales Rep Signature

Date

Order Totals	
Taxable Subtotal	\$3,993.25
Sales Tax @ 5.5%	\$219.63
Non-taxable Subtotal	\$0.00
Total	\$4,212.88
Deposit Received	\$0.00
Amount Due	\$4,212.88

Attachment: 345 Main (1477 : Review Facade Grant Application for 345 Main Ave.)

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Printed on 9/20/2013

Detailed Proposal

Page 4 of 4

Packet Pg. 12

09/20/2013

RECEIPT

VerHalen, Inc.
500 Pilgrim Way
Green Bay , WI 54304
Phone 1-800-242-1008
ar@verhaleninc.com

Transaction Type : Sale**Authorization Code :****Comment :****Total : 2106.44 USD****Cardholder Information**

Name M. PFUTZENREUTER
Credit Card Type : Visa
Credit Card Number : #####1772

Company :

City of De Pere, Wisconsin



Request For Redevelopment Authority Action

MEETING DATE: October 15, 2013

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Resolution #RDA-13-05, Authorizing Redevelopment Agreement
Between the City of De Pere, the Redevelopment Authority of the
City of De Pere and VHC, Inc.

ATTACHMENTS:

- RDA13-05 (DOCX)
- Redevelopment Agreement - VHC, Inc final 10-11-13-175-001-13 (DOCX)
- Exhibit A - VHC (PDF)
- Exhibit B - VHC (PDF)

REDEVELOPMENT AUTHORITY
RESOLUTION #RDA 13-05

AUTHORIZING REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF DE PERE,
THE REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE AND VHC, INC.

WHEREAS, the City and its Redevelopment Authority (RDA) desire to encourage economic development, development of underutilized land, expansion of its tax base and creation new jobs within the City; and

WHEREAS, the City created Tax Incremental District No. 5, City of De Pere (TID #5) for the benefit of the West Side Redevelopment Project District wherein the Council determined that not less than 50% of the area in said District was in need of rehabilitation or conservation work; and

WHEREAS, Wis. Stats. §§66.1337 and 66.1331 empower cities to assist redevelopment projects by lending or contributing funds and performing other actions of a character which the City is authorized to perform for other purposes; and

WHEREAS, RDA and City have determined that development of multi-family housing consisting of two “row house” style buildings and one three-story apartment building, together with landscaping and parking facilities, in the underutilized TID #5 area bounded by College Avenue and Grant Street would be desirable for the City and that the development more fully described in the Agreement will promote the revitalization and economic stability of TID #5 and;

WHEREAS, the RDA has reviewed the Redevelopment Agreement Between the City of De Pere, the Redevelopment Authority of the City of De Pere and VHC, Inc., attached hereto and incorporated as Exhibit 1, and believes it to be in the interests of the RDA and City to enter into such Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Redevelopment Authority of the City of De Pere hereby approves of, adopts and authorizes the Chair to execute such Redevelopment Agreement as is attached as Exhibit 1 and further recommends approval and adoption thereof to the Common Council of the City of De Pere.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are further authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Redevelopment Authority of the City of De Pere, Wisconsin, this 15th day of October, 2013.

APPROVED:

Redevelopment Authority Chair Pro Tem

Ayes: _____

Nays: _____

**REDEVELOPMENT AGREEMENT BETWEEN
THE CITY OF DE PERE, THE REDEVELOPMENT AUTHORITY
OF THE CITY OF DE PERE AND VHC, INC.**

THIS AGREEMENT is entered into on this _____ day of _____, 2013
by and between the City of De Pere, a Wisconsin municipal corporation (“City”), the
Redevelopment Authority of the City of De Pere, Wisconsin, a public body corporate and politic
(“RDA”) and VHC, Inc., a Wisconsin Corporation (“Developer”).

WITNESSETH THAT:

WHEREAS, Wis. Stats. §66.1105, provides the authority and establishes procedures by
which the City may undertake redevelopment projects within blighted areas of the City and
finance such projects through the use of tax incremental financing; and

WHEREAS, on August 26, 1996, the City adopted a Project Plan for the West Side
Redevelopment Project and a resolution creating “Tax Incremental District No. 5, City of De Pere”
(TID #5) as and for the benefit of such West Side Redevelopment Project; and

WHEREAS, in the resolution creating TID #5, the Common Council found that not less
than 50% of the area included in the West Side Redevelopment Project District was in need of
rehabilitation or conservation work, and that the project described in this Agreement would serve
to rehabilitate the area; and

WHEREAS, Wis. Stats. §§66.1337 and 66.1331 empower cities to assist redevelopment
projects by lending or contributing funds and performing other actions of a character which the
City is authorized to perform for other purposes; and

WHEREAS, RDA and City have determined that development of multi-family housing
consisting of two “row house” style buildings and one three-story apartment building, together

with landscaping and parking facilities, in the underutilized TID #5 area bounded by College Avenue and Grant Street would be desirable for the City and that the development more fully described in this agreement will promote the revitalization and economic stability of TID #5 and;

WHEREAS, Developer has contacted RDA and City to express interest in investing in the redevelopment of this neighborhood, and RDA has determined that Developer is qualified to conduct this redevelopment project.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1. The following terms as used herein shall have the following meanings:

- A) “Assessed Value” has the meaning set forth in Wis. Stats. §70.32
- B) “City” means the City of De Pere.
- C) “Completed project” means the substantial completion of Phases I and II of the Project.
- D) “Developer” means VHC, Inc. and its successors and assigns.
- E) “Duration of TID #5” means no later than December 31, 2023.
- F) “Guaranteed Value” means as follows:
 - 1. \$1.9 million dollars as of January 1, 2015; and
 - 2. \$4.1 million dollars as of January 1, 2016.
- G) “Project”, “Redevelopment”, or “Redevelopment Project” means the proposed multi-family housing development consisting of two “row house” style buildings and one three-story apartment

building, together with landscaping and parking facilities, as shown in the concept site map, attached hereto and incorporated by reference as Exhibit A.

- H) “Payment in lieu of tax” means a payment to City calculated yearly which is the difference between the taxes paid upon the assessed value of each phase and the taxes which would have been paid upon the Guaranteed Value.
- I) “Project Area” refers to the real estate depicted on, shown and listed on the certified survey map attached hereto and incorporated by reference as on Exhibit B.
- J) “Substantial completion” shall mean that Developer has sufficiently completed the project so that a Certificate of Occupancy has been issued by the City of De Pere Building Inspector.

ARTICLE II

THE REDEVELOPMENT PROJECT

Section 1. Project Description. Developer agrees to finance and construct a multi-family development as follows:

- A. Phase I: Shall consist of two “row house” style buildings along Grant Street totaling approximately 17,600 square feet, providing not less than eleven (11) residential units combined, together with landscape and surface parking facilities. Said Project shall be constructed upon the real

property described as Lot 1 on Exhibit B.

- B. Phase II: Shall consist of a three-story apartment building off of College Avenue, totaling approximately 29,000 square feet, together with landscaping, surface and underground parking facilities. Said Project shall be constructed upon the real property described as Lot 3 on Exhibit B.

Section 2. Plan Approval.

- A. Developer has received Phase I site plan approval from the City and RDA.
- B. Developer shall, prior to commencing construction of Phase II of the Project, obtain approval of the RDA and City Plan Commission of the design, site and landscape plans, which shall all be in compliance with all codes and requirements of the City.
- C. City shall take all necessary steps to facilitate approval of the submitted plans.

ARTICLE III

CITY AND RDA OBLIGATIONS

Section 1. Site Ownership.

The City warrants that it has fee title to the real property identified as Lots 1 and 3, Volume 50, Certified Survey Maps page 106, Brown County Map No. 7353, as shown on Exhibit B.

Section 2. Transfer of City Owned Property to Developer.

City shall transfer to Developer by warranty deed, free and clear of all encumbrances (excepting reasonable and customary easements and

restrictions of record), the real property identified on Exhibit B prior to commencement of construction by Developer. Such closing shall take place not more than thirty (30) days after this Agreement is executed by all parties.

Section 3. City Utility Locations and Site Preparation. Developer shall be responsible for any utility (including sewer lateral, water lateral, storm sewer lateral, telephone, electric, gas and cable) relocations required as a result of the Redevelopment Project. Developer shall also be responsible for all site preparation, including extension of all utilities from the current location on to the Project site.

Section 4. Access To / Entry Upon City Property. City shall, upon reasonable notice, permit Developer or its agent(s) to enter upon the City owned property within the Project Area prior to deed transfer to make such studies or take such samples of the site as are reasonable and customarily obtained on projects such as this. Developer agrees to hold harmless and indemnify the City and RDA, and their respective agents, officials, employees, or officers, for and against any and all injury that may occur to Developer or its agent(s) or employee(s) or to third parties as a result of such access.

Section 5. Environmental Warranties and Indemnities.

- A. The City and RDA make no representations whatsoever concerning the environmental history, condition or status of the City owned property within the Project Area. Further, Developer acknowledges that neither

City and/or RDA have conducted either a Phase I or Phase II Environmental Audit of the Project Area. That being said, Developer is satisfied with its own information and knowledge concerning past use(s) of the property that it will not require the City or RDA to complete either a Phase I or Phase II study.

- B. Developer may conduct its own Environmental Inspection and Audit at its sole discretion to determine the extent, if any, of any environmental contamination pertaining to the City owned property. Additionally, should such study reveal adverse environmental conditions, Developer may, at its option, after conferring with the other party, terminate this Agreement. Such termination notice shall be served upon City and RDA within sixty (60) days of Developer being given access to enter upon the subject property for testing purposes. Should Developer not terminate this Agreement as provided herein, Developer agrees to fully defend, indemnify, and save harmless the City and RDA from any encumbrances or claims, including environmental claims which may be made against them, individually or jointly, concerning the project area in accordance with Article V, Section 1.

Section 6. Consideration for Land Transfer.

- A. City and RDA acknowledge that the Project Area was part of an earlier redevelopment effort which was not fully completed by the previous Developer and that such project area is and has been underutilized and a

blight in the West Side Redevelopment Area since that time. For those reasons and for the reasons set forth below, the consideration for transfer of the Project Area to Development shall be \$1, together with the rights, duties and obligations contained in this Agreement.

- B. The City acknowledges that Developer's Redevelopment Project will eliminate blight and provide property redevelopment for the West Side Redevelopment Area started in 1996. City and RDA further acknowledge that this Redevelopment Project and the Guaranteed Value pledged will provide significant tax increment for TID #5 which will assist in repayment of debt incurred by the City in its redevelopment of the West Side Business District since 1996. Development of this underutilized blighted parcel will not only increase the tax base through increment but will bring residents into the City by providing sought after condominium and multi-family housing, thereby benefiting the City and its commercial and retail establishments. Finally, City and RDA also acknowledge that, but for the transfer of the Project Area to Developer for the above consideration, this Redevelopment Project would not take place.
- C. Failure to proceed with project. If Developer fails to proceed with the project by meeting its obligations in Article IV of this Agreement, City may proceed to declare Developer in default of this agreement and proceed according to Article VII.

ARTICLE IV

DEVELOPER OBLIGATIONS

Section 1. Financing. Developer warrants that neither City nor RDA will, in any way, be obligated in any manner to arrange, guarantee, or otherwise participate in obtaining financing for the Project.

Section 2. Construction Parameters.

A. Phase I.

1. Developer warrants that Phase I of the Redevelopment shall consist of two “row house” style residential buildings totaling approximately 17,600 square feet in size, which shall be of first class quality construction and which shall comply with the design site, and landscape plans approved by the RDA and City Plan Commission. Further, such Development shall include landscaping and other site amenities and surface vehicular parking areas of such size and configuration to comply with the City zoning code.
2. Developer also agrees that it will construct along the site perimeter of Lots 1 and 3 adjacent to the Canadian National Railroad (formerly Fox Valley & Western) right-of-way, a fence impervious to view which is sufficient to prevent entry onto the railroad right-of-way through such fence in conjunction with the Phase II construction.

- B. Phase II. Developer warrants that Phase II of the Project shall be a three-story multi-family residential building totaling approximately 29,000 square feet in size, which shall be of first class quality construction with a substantially all brick exterior and which shall further follow the design, site and landscape plans approved by the RDA and City Plan Commission. Such building shall be complimentary in appearance to the multi-family residential units located on adjacent property at 420-450 College Avenue. Such Development shall include landscaping and surface and underground vehicular parking areas of such size and configuration to comply with the City zoning code.
- C. Valuation. City shall assess the Redevelopment Project in accordance with the real estate valuation requirements for similar multi-family developments under Wis. Stats. §70.32.
- D. Guaranteed Value. For the Duration of TID #5, the Developer guarantees and warrants that, as of January 1, 2015, the Guaranteed Value of the Project will be One Million Nine Hundred Thousand Dollars (\$1,900,000). Developer further guarantees and warrants that as of January 1, 2016, the Guaranteed Value of the Project shall be Four Million One Hundred Thousand Dollars (\$4,100,000). Should the Assessed Value of the Project be less than the Guaranteed Value, Developer agrees to make a payment in lieu of tax as set forth herein.

E. Payment in Lieu of Tax

1. Calculation and Payment During Existence of TID #5. For the Duration of TID #5 Developer agrees that, if the Assessed Value for Phase I or the Completed Project does not equal the Guaranteed Value, it will make a payment in lieu of tax to City (the “Deficit Payment”) equal to the difference in taxes to be collected due to the shortfall in the assess value. Such Deficit Payment shall be determined as follows:
 - a. The amount of the Deficit Payment shall be determined by subtracting the assessed value from Guaranteed Value. That number shall be multiplied by the mil-rate for all taxing jurisdictions established for the prior tax year for the west side of De Pere, with the product being due and payable by Developer to the City on or before October 15 of the year in which it is levied.
 - b. If not paid in full by October 15 of the year in which it was due, the amount determined under the process identified above shall become a lien on the property as a special charge under Wis. Stats. §66.0627.
 - c. The Deficit Payment obligation shall expire upon the termination of the District (which shall not extend beyond December 31, 2023).

2. Payment and Calculation after TID #5 Closed. Should the Redevelopment or Project Area become tax exempt despite the provisions of Paragraph II.E., below, Developer agrees to make a payment in lieu of tax (PILOT) to City. Such PILOT shall be determined as follows:
- a. The value of the property shall be as determined by the City Assessor as if it were subject to tax under Chapter 70, Wis. Stats. The City Assessor shall notify the property owner of the property valuation and any changes thereto in accordance with and set forth in Chapter 70 Wis. Stats.
 - b. On or before October 15th of each year City shall invoice the property owner for the amount of its payment in lieu of tax, calculated as follows:

Subject property valuation X City tax rate for West Side / \$1000 assessed value

For example, assuming 2013 City West Side property tax rate of \$5.00/\$1,000, if the subject property is valued for PILOT purposes at \$2 million the payment in lieu of tax would be \$10,000 (\$2,000,000 x .005).

- c. Failure of property owner to make its PILOT to the City Clerk-Treasurer on or before November 15th of the year so calculated shall result in the amount due being placed upon the property as a special charge under Wis. Stats. §66.0627.
- F. Restrictions on Use. Developer hereby agrees that it shall not, without the prior written consent of the City, sell or lease any portion of the Redevelopment to an entity whereby such sale or lease would cause such portion of the Redevelopment to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of the Developer's successors and assigns. Developer

further agrees that it will place a restriction in any deed conveying the Redevelopment and the Project Area prohibiting any use of such property which would cause same or any portion thereof to become tax exempt. Should the Redevelopment or Project Area nevertheless become tax exempt, Developer, for itself and its successors and assigns, hereby agrees that an annual payment in lieu of tax shall be made by the then owner of the Redevelopment or Project Area. Such payment in lieu of taxes shall be determined for any given year in accordance with Article IV, Section 2.D. These provisions shall become restrictive covenants on the transfer of ownership of any interest in the subject property.

G. Construction Schedule.

1. Developer shall commence construction of Phase I of the Redevelopment Project within six (6) months of RDA transfer of title of the subject property to Developer.
2. Developer shall commence construction of Phase II of the Redevelopment Project within twelve (12) months of transfer of title to the subject property to Developer.
3. Developer agrees that construction shall proceed with all deliberate speed and the Redevelopment Project in total shall be substantially completed no later than 26 months following commencement of construction.
4. Developer shall obtain Certificates of Occupancy from the

Building Inspector for each Phase of the Project prior to allowing occupancy of the building.

- H. Failure to Comply with Completion Schedule. Developer agrees that time is of the essence as to substantial completion and, unless the construction schedules are extended by written mutual agreement of all parties, if construction is not substantially completed by the timelines set forth above, then City shall, in addition to other remedies available in law or equity under Article VII herein, be entitled to forfeiture of the deposit required under Article IV, Section 5.

Section 3. Equal Opportunity. Developer hereby agrees that it will not permit the sale, lease, or use of the property or facilities within the Project Area by any party who would act or permit unlawful discrimination or restriction in contradiction of Wis. Stats. §111.321.

Section 4. Obligation to Maintain and Repair.

- A. Maintenance of Project Area. Developer shall keep and maintain the Project Area in good repair and working order and will make or cause to be made from time to time all repairs necessary thereto (including external and structural repairs) and renewals and replacements thereof so as to maintain in the City an operational, habitable, and marketable retail and residential development, ordinary wear and tear and obsolescence excepted, and shall keep and maintain such casualty insurance upon the property as is customarily held in developments of like sizes and

characters. All insurance policies required under this Section shall be taken out and maintained with insurance companies authorized to do business in the State of Wisconsin.

To assume the respective risks undertaken, said policies of insurance may be written without deductible amounts but with co-insurance features and the exceptions and exclusions comparable to those in similar policies carried by other companies similarly situated, all of which must be approved by City, which approval shall not be unreasonably withheld. Certification of insurance shall be filed with City prior to Developer commencing of construction of the Projects and each such policy of insurance shall contain a provision that the insurance company shall give City at least thirty (30) days prior written notice of cancellation, non-renewal, or material change during the term of this contract. In the event of the proposed cancellation or non-renewal of any policy by an insurance company, Developer shall secure adequate replacement insurance policies prior to the effective date of such cancellation.

- B. Damage to Development. If the Redevelopment Project, or any portion of it shall be damaged or partially or totally destroyed while Developer owns all or any part thereof, Developer shall promptly repair, rebuild, or restore that property which it owns and has been damaged or destroyed in a manner consistent with the project plan. In the happening of such an event, Developer shall promptly give written notice thereof to City. If said

net proceeds of the property insurance are insufficient to restore the property in a manner consistent with the Project Plan, it shall be the responsibility of Developer to complete the restoration.

- C. Subordination. City and RDA agrees that, upon presentment of a written request from Developer's lender, to subordinate upon reasonable terms and conditions, their interests in the preceding covenant to those of the lender. However, such subordination shall not affect Developer's obligations hereunder to restore the site irrespective of any action of its lender.

Section 5. Liquidated Damages /Penalty Clause. Developer agrees to provide, at the time this Redevelopment Agreement is entered into, a refundable deposit to City and RDA in the form of a performance bond or an irrevocable letter of credit in the amount of \$10,000.00. The deposit shall become forfeit to RDA and City in the event of a default by Developer from any of the terms of this Agreement, which shall constitute compensation to City for expenses incurred as a result of Developer's breach. Developer's obligations for a deposit shall be released by RDA and City upon completion of the Redevelopment Project by Developer by formal acceptance of same by RDA and City, which shall take place within thirty (30) days the substantial completion of Phases I and II.

ARTICLE V

INDEMNIFICATION

Section 1. Claims, Injury, and Property Damage. Except as provided in Article III, Section 3.F., Developer agrees to protect, defend, indemnify, and hold City and RDA, its officers, agents, and employees, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, attorney fees, including those imputed to the City Attorney, or other expenses or liabilities of every kind and character in connection with, or arising directly or indirectly out of, this Agreement and/or arising out of the operations and construction of this Redevelopment Project. This requirement shall apply with equal force to work performed by Developer, its architect, contractor, or any subcontractor, or any other party directly or indirectly employed or retained by Developer. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, death, damage to property, defects in materials or workmanship, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. Developer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at its sole expense and agrees

to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent. Developer agrees that City will, if City deems appropriate, provide any additional reasonable defense to any claim hereunto, the full cost of which shall be borne by Developer.

ARTICLE VI

NOT FOR SPECULATION

Section 1. Developer represents and agrees that its acquisition of the parcels in the Project Area and its undertakings pursuant to this Agreement will be for the sole and express purpose of the redevelopment of the property consistent with the Project Plan and the terms and conditions of this Agreement and are not for the speculation in land holdings. Accordingly, Developer agrees for itself, its successors and assigns, that, except only by way of security for and only for the purpose of obtaining the financing necessary to perform its obligations with respect to making the improvements on the property under this Agreement, Developer has not made and will not make or suffer, cause or permit to be made prior to the substantial completion of the improvements described in the Plan, any total or partial sale, assignment, conveyance or lease, or any trust or power or transfer in any other mode or form of or with respect to this Agreement, the Parcels, the Redevelopment, or any interest of Developer therein or in this Agreement or any other agreement related to the Redevelopment without the prior written approval of the City. This provision shall not,

however, restrict Developer entering into contracts for the individual sale of condominium units.

ARTICLE VII

DEFAULT AND REMEDIES

Section 1. Notice and Right to Cure. A party shall be in default under this Agreement if such party shall fail to carry out or fulfill one or more of its obligations hereunder and such failure shall continue for a period of thirty (30) days following receipt of written notice from the other party specifying such failure; provided, however, that if the nature of the default is such that it cannot be cured within thirty (30) days, a party shall not be in default if it immediately undertakes steps to cure the default after receipt of notice and then diligently and in good faith prosecutes the curing of such default to its conclusion.

Section 2. Remedies.

A. General. If a party does not cure or undertake to cure a default within the time periods set forth in Section 1, above, the non-defaulting party may pursue the remedies provided for in this Agreement or otherwise available at law or in equity.

B. Title to Subject Property.

Reversion of City property. Title to the property transferred by the City pursuant to Article III Section 2, shall revert to City upon Developer's failure to commence construction or obtain a

certificate of occupancy for the subject property. Title to the property, including any improvements thereon shall revert to City in accordance with the law but without any monetary compensation to Developer therefore. Should Developer fail to transfer title thereof to RDA, RDA shall have the right to file an action in Brown County Circuit Court for specific performance to compel the same.

C. Developer's Property.

1. Should Developer fail to proceed or complete the project, Developer agrees to convey, by warranty deed, within 30 days of failing to cure its default, title to the subject property.
2. If Developer fails to convey such property to the City, City shall have the right to petition the Brown County Circuit Court for specific performance, compelling Developer to execute such deed in favor of the City.
3. City agrees that in the event it receives the property from the Developer as a result of Developer's default, City will pay Developer the assessed fair market value of the property at the time of conveyance and less any encumbrances on the property. In the event the result of this calculation is a negative amount, Developer shall be liable to the City for such amount. In the event Developer does not pay such deficiency within thirty (30) days of

demand, City may obtain a judgment against Developer for such amount.

Section 3. Enforced Delay in Performance for Causes Beyond the Control of Parties.

For the purposes of any provisions of this Agreement, neither Developer nor any successor in interest shall be considered in breach or default of its obligations with respect to the beginning and completion of any phase of construction or progress in respect thereto in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault, or negligence including, but not restricted to, acts of God, forces majeure, acts of the public enemy, acts of adjoining property owners, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unavailable materials, breach of contracts by contractors or subcontractors, and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of these provisions that in the event of the occurrence of any such enforced delay, the time or times of performance of any of the obligations of Developer with respect to construction of the improvements shall be extended for the period of the enforced delay as determined in good faith by City; provided that the party seeking the benefit of the provisions of this Section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof and of the cause or causes thereof and requested an extension for the period of the enforced delay. In the event a

delay is caused by unavailable materials or breach of contracts by contractors or subcontractors, Developer shall make a reasonable effort to procure performance and City agrees to grant a sufficient extension to permit such procurement by Developer.

Section 4. Rights and Remedies Cumulative. The rights and remedies of the parties, whether provided by law or provided by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same time or different times of any such other remedies for the same event of default of breach or of any remedies for any other event of default or breach by Developer. No waiver made by City with respect to the performance or manner or time of any obligation of Developer under this Agreement shall be considered a waiver of any rights of City to enforce any other obligations of Developer.

ARTICLE VIII

OTHER PROVISIONS

Section 1. Changes. Parties to this Agreement may, from time to time, require changes in the scope of the Agreement. Such changes, which are mutually agreed upon by and between Developer and RDA shall be incorporated in written amendments to this Agreement.

Section 2. Approvals in Writing. Whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions or

waivers shall be effective and valid only when given in writing, signed by the duly authorized office of City and/or RDA, and delivered to the party to whom it is directed at the address specified in Section 4 hereunder.

Whenever under this Agreement the consent, approval or waiver of City or RDA is required or the discretion of City or RDA may be exercised, the Mayor and/or the Chair of the RDA shall have the authority to act, as the case may be. Whenever any approval is required by the terms of this Agreement and request or application for such approval is duly made, such approval shall not be unreasonably withheld.

Section 3. Inspection of Records. City shall, until one (1) year after a Certificate of Occupancy is issued for the entire Project (Phases I and II), have the right to inspect any and all records, contracts, financial statements, ledgers or written documents which relate to, and are generated by, the responsibilities and obligations of Developer under the terms of this Agreement. This right of inspection shall apply to not only those records and documents that are within the physical control and custody of Developer, but also any records, statements, and documents that may be within the custody and control of third parties or generated by third parties in the performance of the obligations and responsibilities hereunder, including, but not necessary limited to, the architect, contractor, and all subcontractors.

Section 4. Notices and Demands. A notice, demand, or other communication under this Agreement by any party to any other party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally and:

- (a) In the case of Developers:
VHC, Inc.
Attention: David Van Den Heuvel
3090 Holmgren Way
Green Bay, WI 54304
- (b) In the case of the RDA:
Redevelopment Authority for the City of De Pere
Attention: Chair
De Pere City Hall
335 S. Broadway Street
De Pere, WI 54115
- (c) In the case of the City:
City of De Pere
Attention: City Administrator
De Pere City Hall
335 S. Broadway Street
De Pere, WI 54115

Section 5. No Liability of City. City shall have no obligation or liability to the lending institution, architect, contractor, or subcontractor, or any other party retained by Developer in the performance of its obligations and responsibilities under the terms and conditions of this Agreement. Developer specifically agrees that no representations, statements, assurances, or guarantees will be made by Developer to any third party or by any third party which are contrary to this provision.

Section 6. Completeness of Agreement. This Agreement and any addition or

Supplementary documents or documentation incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part hereof shall have any validity or bind any of the parties hereto.

- Section 7. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarding in construing or interpreting any of the provisions of this Agreement.
- Section 8. Severability. If any provisions of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws and the Project Plan.
- Section 9. Recording of Agreement. The Agreement and any and all subsequent modifications thereof or additions thereto shall, upon being duly executed, be recorded with the Register of Deeds for Brown County, Wisconsin.
- Section 10. Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto as well as their respective successors, transferees, and assigns. Any transfer of any party's interest under this Agreement or real property described in Exhibits A and B which shall not release the transferor from its obligations hereunder.

Section 11. Covenant Running with the Land. This Agreement, which will be attached to the deed as part of the conveyance, shall be deemed to be, and interpreted as, a covenant running with the land.

Dated this ____ day of _____, 2013.

VHC, INC.

By:

State of Wisconsin)
: SS
Brown County)

Print Name:

Title:

This instrument was acknowledged before me on the ____ day of _____, 2013, by _____ as _____ and _____ as _____ of VHC, Inc.

Print Name:

Title:

Notary Public, State of Wisconsin
My commission expires on _____.

CITY OF DE PERE

By:

State of Wisconsin)
: SS
Brown County)

Michael J. Walsh, Mayor

This instrument was acknowledged before me on the ____ day of _____, 2013, by Michael J. Walsh, Mayor and Shana L. Defnet, Clerk-Treasurer of the City of De Pere.

Shana L. Defnet, Clerk-Treasurer

Notary Public, State of Wisconsin
My commission expires on _____.

[Signatures continue on following page]

REDEVELOPMENT AUTHORITY OF
THE CITY OF DE PERE
By:

State of Wisconsin)
 : SS
Brown County)

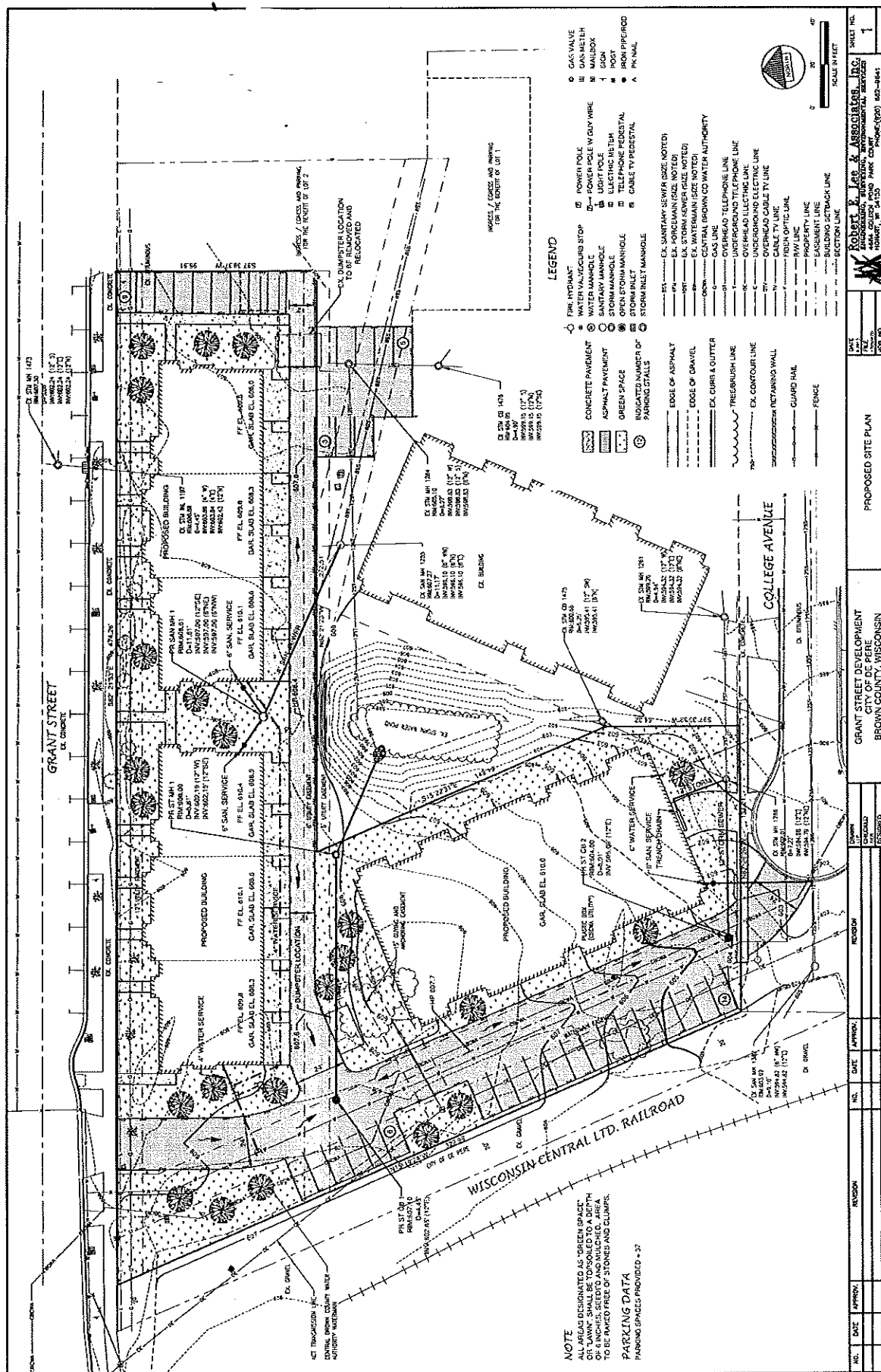
Theodore J. Penn, Chair

This instrument was acknowledged before me
on the _____ day of _____, 2013,
by Theodore J. Penn, Chair of the
Redevelopment Authority of the City of De
Pere.

Notary Public, State of Wisconsin
My commission expires on _____.

Drafted by: Judith Schmidt-Lehman

H:\jdupont\Agreements\2013\Redevelopment Agreement - VHC, Inc final 10-11-13-175-001-13.docx

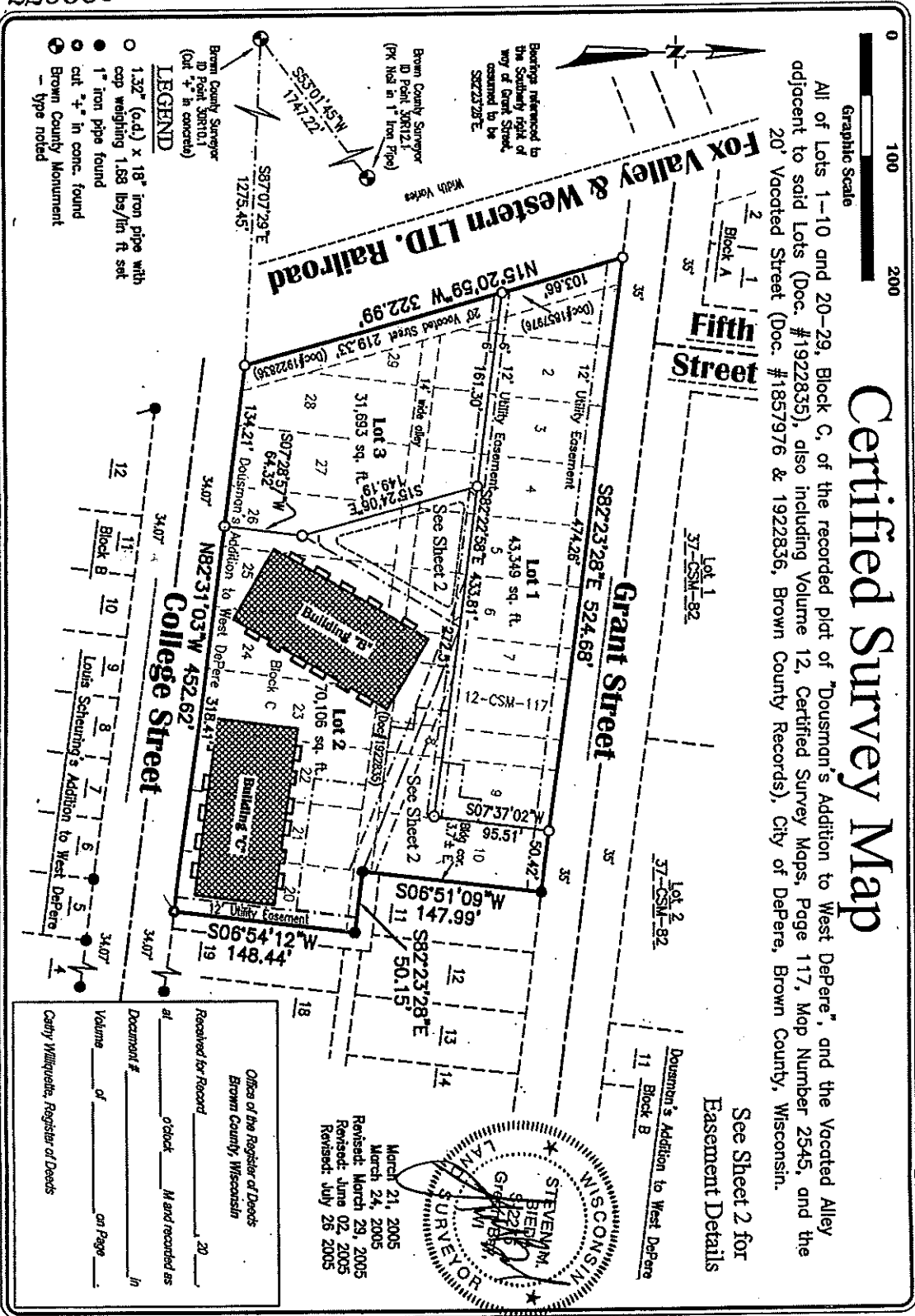


THIS IS AN UNOFFICIAL COPY
IN THE REGISTER OF DEEDS
OFFICE.

7353

2206690

P.5



Client: Keith Garot Date Drafted: March 24, 2005 AutoCAD No.: G-9202.dwg Drafted By: BAR	Scale: 1"=100' Tax Parcel Number WD-657	Mau & Associates LAND SURVEYING & PLANNING CIVIL & WATER RESOURCE ENGINEERING Phone: 920-434-9670 Fax: 920-434-9672	Sheet One of Four Project No.: G-9202 Drawing No.: L-6524
---	---	---	---

City of De Pere, Wisconsin



Request For Redevelopment Authority Action

MEETING DATE: October 15, 2013

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Resolution #RDA-13-06, Authorizing Amendment to the Redevelopment Agreement Between the City of De Pere, the Redevelopment Authority of the City of De Pere and Centre Ville LLC (formerly Medical Arts Complex Medical Center S.C.).

ATTACHMENTS:

- RDA13-06 (DOCX)
- Amendment to MAC Dental Agreement final 10-8-13-190-002-06 (DOCX)
- Exhibit 1 - MAC Dental (PDF)

REDEVELOPMENT AUTHORITY
RESOLUTION #RDA 13-06

AUTHORIZING AMENDMENT TO REDEVELOPMENT AGREEMENT BETWEEN THE
CITY OF DE PERE, THE REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE
AND CENTRE VILLE LLC (formerly Medical Arts Complex Medical Center, S.C.)

WHEREAS, the City of De Pere (“City”), the Redevelopment Authority for the City of De Pere (“RDA”) and Centre Ville LLC (“Developer”) are parties to a Redevelopment Agreement dated June 24, 2008 (“the Redevelopment Agreement”), a copy of which is attached as Exhibit A and incorporated herein by reference; and

WHEREAS, the Redevelopment Agreement contains certain time lines for completion of activities by the parties, including the requirement that Developer commence construction on the Redevelopment Project on or before April 1, 2009; and

WHEREAS, in October 2008, the entire nation experienced what has been termed “the Great Recession” resulting in turmoil in the housing and banking industries, with significant unemployment and widespread economic turmoil; and

WHEREAS, given these unforeseen circumstances, Developer has not been able to commence construction on the Redevelopment Project; and

WHEREAS, the City and RDA have maintained oversight of the Redevelopment Agreement and City staff efforts to assist Developer in its ability to get the Redevelopment project underway during this time of economic crisis; and

WHEREAS, Developer is current on its payment in lieu of tax obligations of the Redevelopment Agreement; and

Attachment: RDA13-06 (1479 : Resolution RDA-13-06, Authorizing amendment to the Redevelopment)

WHEREAS, Developer has also made progress in its efforts to obtain occupancy commitments sufficient to satisfy post-Great Recession requirements from financial institutions; and

WHEREAS, pursuant to Article VII, Section 3 of the Redevelopment Agreement, the performance of any of Developer's obligations with respect to construction of the Redevelopment Project may be extended due to unforeseeable causes; and

WHEREAS, Developer, City and RDA wish to amend the Agreement as provided in the attached Amendment to Redevelopment Agreement, incorporated as Exhibit A.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Redevelopment Authority of the City of De Pere hereby approves of, adopts and authorizes the Chair to execute such Amendment to Redevelopment Agreement as is attached as Exhibit A and further recommends approval and adoption thereof to the Common Council of the City of De Pere.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are further authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Redevelopment Authority of the City of De Pere, Wisconsin, this 15th day of October, 2013.

APPROVED:

Redevelopment Authority Chair Pro Tem

Ayes: _____

Nays: _____

Attachment: RDA13-06 (1479 : Resolution RDA-13-06, Authorizing amendment to the Redevelopment)

AMENDMENT TO THE REDEVELOPMENT
AGREEMENT BETWEEN THE CITY OF DE PERE, THE
REDEVELOPMENT AUTHORITY FOR THE CITY OF DE PERE AND
CENTRE VILLE LLC (formerly Medical Arts Complex Medical Center S.C.)

WHEREAS, the City of De Pere (“City”), the Redevelopment Authority for the City of De Pere (“RDA”) and Centre Ville LLC (“Developer”) are parties to a Redevelopment Agreement dated June 24, 2008 (“the Redevelopment Agreement”), a copy of which is attached as Exhibit 1 and incorporated herein by reference; and

WHEREAS, the Redevelopment Agreement contains certain time lines for completion of activities by the parties, including the requirement that Developer commence construction on the Redevelopment Project on or before April 1, 2009; and

WHEREAS, in October 2008, the entire nation experienced what has been termed “the Great Recession” resulting in turmoil in the housing and banking industries, with significant unemployment and widespread economic turmoil; and

WHEREAS, given these unforeseen circumstances, Developer has not been able to commence construction on the Redevelopment Project; and

WHEREAS, the City and RDA have maintained oversight of the Redevelopment Agreement and City staff efforts to assist Developer in its ability to get the Redevelopment project underway during this time of economic crisis; and

WHEREAS, Developer is current on its payment in lieu of tax obligations of the Redevelopment Agreement; and

WHEREAS, Developer has also made progress in its efforts to obtain occupancy commitments sufficient to satisfy post-Great Recession requirements from financial institutions; and

WHEREAS, pursuant to Article VII, Section 3 of the Redevelopment Agreement, the performance of any of Developer's obligations with respect to construction of the Redevelopment Project may be extended due to unforeseeable causes.

NOW THEREFORE, upon the foregoing, together with such other consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The date by construction of the Redevelopment Project is to commence is changed to September 1, 2014.
2. The notice of default issued by the City and RDA dated October 31, 2012, is rescinded.
3. The revised commencement of construction deadline and default rescission are contingent upon Developer making its payment in lieu of tax for the year 2012, which shall be paid on or before November 15, 2013.
4. All other terms, conditions, requirements, obligations and rights contained in the Redevelopment Agreement, except as expressly modified by this Amendment, shall remain in full force and effect and unaltered by this Amendment.

CENTER VILLE LLC

By: _____

State of Wisconsin)
 : SS
Brown County)

Print Name: _____

Title: _____

This instrument was acknowledged before me
on the ____ day of _____, 2013, by
_____ as _____
and _____ as _____
of Centre Ville LLC.

Print Name: _____

Title: _____

Notary Public, State of Wisconsin
My commission expires on _____.

[Signatures continue on following page]

City of De Pere
By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

State of Wisconsin)
 : SS
Brown County)

This instrument was acknowledged before me
on the _____ day of _____, 2013,
by Michael J. Walsh, Mayor and Shana L.
Defnet, Clerk-Treasurer of the City of De Pere.

Notary Public, State of Wisconsin
My commission expires on _____ .

REDEVELOPMENT AUTHORITY OF
THE CITY OF DE PERE
By:

Theodore J. Penn, Chair

State of Wisconsin)
 : SS
Brown County)

This instrument was acknowledged before me
on the _____ day of _____, 2013,
by Theodore J. Penn, Chair Tem of the
Redevelopment Authority of the City of De
Pere.

Notary Public, State of Wisconsin
My commission expires on _____ .

Drafted by: Judith Schmidt-Lehman

H:\jdupont\Agreements\2013\Amendment to MAC Dental Agreement final 10-8-13-190-002-06.docx

**REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF DE PERE,
THE REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE,
AND MEDICAL ARTS COMPLEX DENTAL CENTER, S.C.**

THIS AGREEMENT is entered into on this 24th day of June, 2008 by and between the City of De Pere, a Wisconsin municipal corporation ("City"), the Redevelopment Authority of the City of De Pere, Wisconsin, a public body corporate and politic ("RDA") and Medical Arts Complex Dental Center, S.C., a Wisconsin Service Corporation, or its assigns ("Developer").

WITNESSETH THAT:

WHEREAS, §66.1105, Wisconsin Statutes, provides the authority and establishes procedures by which the City of De Pere may undertake redevelopment projects within blighted areas of the City of De Pere and finance such projects through the use of tax incremental financing; and

WHEREAS, on October 6, 2006, the City adopted a Project Plan for the East Side Redevelopment Project and a resolution creating "Tax Incremental District No. 7, City of De Pere" as and for the benefit of such East Side Redevelopment Project, which was approved by the joint review board on November 21, 2006 to include the project identified herein; and

WHEREAS, in the resolution creating Tax Incremental District No. 7, the Common Council found that not less than 50% of the area included in the East Side Redevelopment Project District was in need of rehabilitation or conservation work, and that the project described in this Agreement would serve to rehabilitate the area; and

WHEREAS, §66.1337 and §66.1331 Wis. Stats. empower cities to assist redevelopment projects by lending or contributing funds and performing other actions of a character which the City is authorized to perform for other purposes; and

WHEREAS, RDA and City have determined that the development of an upscale multiple story office complex together with parking facilities therefore in Tax Incremental District No. 7 would be desirable for the City and that the development more fully described in this agreement will promote the revitalization and economic stability of Tax Increment District No. 7 and;

WHEREAS, Developer has contacted RDA and City to express interest in investing in the redevelopment of this neighborhood, and RDA has determined that Developer is qualified to conduct this redevelopment project.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1. The following terms as used herein shall have the following meanings:

- 1) "Assessed value" has the meaning set forth in §70.32 Wis. Stats.
- 2) "City" means the City of De Pere.
- 3) "Developer" means Medical Arts Complex Dental Center, S.C. and its successors and assigns.
- 4) "Guaranteed Value" means the amount of Seven Million Eight Hundred Thousand Dollars (\$7,800,000.00) for the Project.
- 5) "Project", "Redevelopment", or "Redevelopment Project" means the proposed multiple story office development project, as shown

in the concept drawing, attached hereto and incorporated by reference as Exhibit A.

- 6) "Payment in lieu of tax" means a payment to City calculated yearly which is the difference between the taxes paid upon the assessed value of each phase and the taxes which would have been paid upon Guaranteed Value.
- 7) "Project Area" refers to the real estate depicted on, shown and listed on the plat map attached hereto and incorporated by reference as on Exhibit B.
- 8) "Term of this Agreement" means that period of time from the date this Agreement is entered into until January 1, 2035, or until TID #7 is terminated, whichever is earlier.
- 9) "Total Acquisition Costs" means the total of all costs incurred by Developer in the acquisition of properties included in assembly of the subject property, including appraisal costs, property purchase costs, demolition and site clearance, rough site preparation, asbestos removal, recording fees and all similar out-of-pocket expenses.
- 10) "Substantial completion" shall mean that Developer has sufficiently completed the project so that a Certificate of

Occupancy has been issued by the City of De Pere Building
 Inspector.

ARTICLE II

THE REDEVELOPMENT PROJECT

Section 1. Project Description. Developer agrees to finance and construct a multiple story office building project of not less than 32,000 square feet, including underground and surface parking, landscaping and other site amenities, which is shown on Exhibit A. Said project shall be upon the real property described in Exhibit B.

Section 2. Plan Approval.

- A. Developer shall, prior to commencing construction, obtain the approval of the RDA of the design, site, and landscape plans for the Project, which shall be in compliance with all codes and requirements of the City and RDA. Should the RDA or City not give the necessary Plan approvals, as required herein or in Article II, Section 2.B. Developer may terminate this Agreement without a forfeiture of its bond under Article IV, Section 6.
- B. Developer shall also, prior to commencing construction of any Phase of the Project, obtain approval of the City Plan Commission of the design, site and landscape plans, which shall all be in compliance with all codes and requirements of the City.
- C. City shall take all necessary steps to facilitate approval of the submitted plans including rezoning the real property if need be for the project.

ARTICLE III

CITY AND RDA OBLIGATIONS

Section 1. Site Acquisition.

- A. Developer warrants that it has record title to the real property identified on Exhibit B as lots 1, 2, 3, 4 and 5. The City warrants that it has fee title to the real property identified on Exhibit B as Lot 6. All property, with the exception of currently dedicated right of way, is owned fee simple absolute.
- B. City has vacated the public alleyways adjacent to and within the project areas, including any unused or vacated easements therein.

Section 2. Transfer of City Owned Property to Developer.

City shall transfer to Developer by warranty deed, free and clear of all encumbrances (excepting reasonable and customary easements and restrictions of record), such real property identified as Parcel 6 on Exhibit B which is owned by City within the project area prior to commencement of construction by Developer. Should such transfer be delayed due to CSM or other technical issues, City hereby grants to Developer access to such real property to commence construction. The hold harmless provisions of Section 5 shall apply to such access.

Section 3. Non-City Utility Relocations and Site Preparation. Developer shall be responsible for all utility (including sewer lateral, water lateral, storm sewer lateral, telephone, electric, gas and cable) relocations required as a result of the Redevelopment Project with the exception of any sanitary

sewer, storm sewer, or water main relocation, which shall be the responsibility of the City. City represents that to its knowledge there are no planned utility relocations being considered by any governmental authority that would require utility relocations at the Project Site.

Section 4. Parking

- A. City shall construct such public parking facilities on Wisconsin Street and Front Street as are set forth in Exhibit C and D, attached hereto.
- B. The City warrants that the Front Street parking facilities (Exhibit C) shall be constructed during the 2008 construction season.
- C. The City warrants that the Wisconsin Street parking facilities (Exhibit D) shall be constructed during the 2009 construction season. City shall use its best efforts to commence such Wisconsin Street parking construction on or before June 1, 2009.

Section 5. Access To / Entry Upon City Property.

- A. City shall, upon reasonable notice, permit Developer or its agent(s) to enter upon the City owned property within the Project Area prior to deed transfer to make such studies or take such samples of the site as are reasonable and customarily obtained on projects such as this. Developer agrees to hold harmless and indemnify the City and RDA, and their respective agents, officials, employees, or officers, for and against any and all injury that may occur to Developer or its agent(s) or employee(s) or to third parties as a result of such access.

Section 6. Environmental Warranties and Indemnities – City Owned Property.

- A. The City and RDA make no representations whatsoever concerning the environmental history, condition or status of the City owned property (Lot 6, Exhibit B) within the Project Area. Further, Developer acknowledges that neither City and/or RDA have conducted either a Phase I or Phase II Environmental Audit of the Project Area. That being said, Developer is satisfied with its own information and knowledge concerning past use(s) of the property that it will not require the City or RDA to complete either a Phase I or Phase II study.
- B. Developer may conduct its own Environmental Inspection and Audit at its sole discretion to determine the extent, if any, of any environmental contamination pertaining to the City owned property (Lot 6). Additionally, should such study reveal adverse environmental conditions, Developer may, at its option, after conferring with the other party, terminate this Agreement. Such termination notice shall be served upon City and RDA within Sixty (60) days of Developer being given access to enter upon the subject property for testing purposes. Should Developer not terminate this Agreement as provided herein, Developer agrees to fully defend, indemnify, and save harmless the City of De Pere and RDA from any encumbrances or claims, including environmental claims which may be made against them, individually or jointly, concerning the project area in accordance with Article V, Section 1.

Section 7. Redevelopment Grants.

A. City and RDA acknowledges that Developer has expended considerable funds in acquiring Lots 1, 2, 3, 4 and 5 identified on Exhibit B. The City and RDA further acknowledge that, but for the enactment of 2005 Wisconsin Act 233 on March 30, 2006 amending various provisions of eminent domain law (Chapter 32 Wisconsin Statutes), the City and /or RDA would have incurred such expenses rather than Developer. In recognition thereof, City and RDA agree to make to Developer grants toward the redevelopment project \$1.945 million dollars, to be paid as follows:

1. \$245,000 shall be paid to Developer in the form of in-kind contributions toward the project, comprised of the following:
 - a. All costs associated with Wisconsin Street parking creation (\$80,000)
 - b. Half of costs associated with Front Street parking creation (\$40,000)
 - c. All costs associated with Lot 6, Exhibit B land acquisition(\$125,000)
2. \$1.7 millions cash, payable as follows:
 - a. \$1 million dollars within seven (7) days of signing of Agreement
 - b. \$350,000 upon commencement of construction

- c. \$350,000 upon issuance of certificate of occupancy by the City's Building Inspector
- B. Developer agrees that it shall utilize \$1 million payment toward debt it has incurred in assembling Lots 1-5 of Exhibit B.
- C. Failure to proceed with project. If Developer fails to proceed with the project by meeting its obligations in Article IV of this Agreement after receiving any portion of the above grant, City may proceed to declare Developer in default of this agreement and proceed according to Article VII.

ARTICLE IV

DEVELOPER OBLIGATIONS

Section 1. Financing.

- A. With the exception of redevelopment grants to Developer as set forth above, Developer warrants that neither City nor RDA will, in any way, be obligated in any manner to arrange, guarantee, or otherwise participate in obtaining financing for the Project.
- B. Developer shall present to City prior to the transfer of any property hereunder, an unconditional lender commitment or such other commitment as may be acceptable to the RDA to finance the Project.

Section 2. Construction Parameters.

- A. Developer warrants that the Development shall consist of a multiple-story office building of not less than 32,000 square feet of space, which shall be of first class quality construction with an exterior which shall comply with

the design site, and landscape plans approved by the RDA and City Plan Commission. Further, such development shall include underground and surface parking, landscaping and other site amenities to comply with the De Pere Zoning Code.

B. When subject to property taxes at full value or January 1, 2011, whichever occurs first, the Guaranteed Value shall be Seven Million Eight Hundred Thousand Dollars (\$7,800,000.00), such guarantee to be fulfilled as set forth below;

1. Developer warrants, covenants and agrees that the total assessed value of the real estate and improvements comprising the development be the Guaranteed Value.
2. Developer waives all rights to appeal the real estate assessment to the City Board of Review provided said assessment is equal to or less than the total Guaranteed Value.
3. Developer covenants, agrees and obligates itself to make a payment in lieu of tax in the amount of the difference to the City for any shortfall in assessed value as compared to the Guaranteed Value. Such payment in lieu of tax shall be payable on or before October 1 of each year of shortfall. If not paid on or before October 1, Developer consents to a payment in lieu of tax to be collected as a special charge against the property.

4. These provisions shall become restrictive covenants on the transfer of ownership of any interest in the subject property.
5. The guarantee and concomitant waiver of appeal rights shall expire on January 1, 2035 or when the grant expenditures and other City contributions have been recouped by City, whichever occurs first.

C. Construction Schedule.

1. Unless feasible sooner and mutually agreed upon, Developer shall have final construction plans presented to the City and all site demolition concluded on the subject property on or before October 1, 2008. Further, Developer shall commence construction of the Redevelopment Project on or about April 1, 2009, unless a different time is mutually agreed upon in writing between the parties.
2. Developer agrees that construction shall proceed with all deliberate speed and shall be substantially completed no later than 18 months following commencement of construction.

D. Failure to Comply with Completion Schedule.

Developer agrees that time is of the essence as to substantial completion and, notwithstanding the grace periods set forth in Article VII (unless the construction schedules are extended by mutual agreement of all parties), and subject to the default and remedy provisions contained herein in Article VII. If construction is not substantially completed by the timelines

set forth above, then City shall, in addition to other remedies available in law or equity, be entitled to forfeiture of the deposit under Article IV, Section 6.

- E. Certificate of Occupancy. Developer is required to obtain all Certificates of Occupancy from the City Building Inspector for all phases of the Project.

Section 3. Equal Opportunity. Developer hereby agrees, on behalf of itself and its successors and assigns, that it will not permit the sale, lease, or use of the property or facilities within the Project Area by any party who would act or permit unlawful discrimination or restriction in contradiction of § 111.321 Wis. Stats.

Section 4. Restrictions on Use. Developer agrees that it shall not, during the term of this Agreement, cause or permit the Project Area or any portion thereto to be or become tax-exempt unless condemned by the United States or some other governmental entity. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of the Developer's successors and assigns. Developer further agrees it will place a restriction in any deed conveying the property during the duration of this Agreement prohibiting any use of the property during the term of this Agreement which would cause the Project Area or any portion thereof to become tax exempt.

Section 5. Obligation to Maintain and Repair.

- A. Maintenance of Project Areas. Developer shall, during the term of this Agreement, keep and maintain the Project Areas in good repair and

working order and will make or cause to be made from time to time all repairs necessary thereto (including external and structural repairs) and renewals and replacements thereof so as to maintain in the City an operational, habitable, and marketable retail and residential development, ordinary wear and tear and obsolescence excepted, and shall keep and maintain such casualty insurance upon the property as is customarily held in developments of like sizes and characters. All insurance policies required under this Section shall be taken out and maintained with insurance companies authorized to do business in the State of Wisconsin. To assume the respective risks undertaken, said policies of insurance may be written without deductible amounts but with co-insurance features and the exceptions and exclusions comparable to those in similar policies carried by other companies similarly situated, all of which must be approved by City, which approval shall not be unreasonably withheld. Certification of co-insurance shall be filed with City prior to Developer commencing of construction of the Projects and each such policy of insurance shall contain a provision that the insurance company shall give City at least thirty (30) days prior written notice of cancellation, non-renewal, or material change during the term of this contract. In the event of the proposed cancellation or non-renewal of any policy by an insurance company, Developer shall secure adequate replacement insurance policies prior to the effective date of such cancellation.

- B. Damage by Developer. If the Redevelopment Project, or any portion of it shall be damaged or partially or totally destroyed while Developer owns all or any part thereof, Developer shall promptly repair, rebuild, or restore that property which it owns and has been damaged or destroyed in a manner consistent with the project plan. In the happening of such an event, Developer shall promptly give written notice thereof to City. If said net proceeds of the property insurance are insufficient to restore the property in a manner consistent with the Project Plan, it shall be the responsibility of Developer to complete the restoration.
- C. Subordination. City and RDA agrees that, upon presentment of a written request from Developer's lender, they will subordinate their interests in the preceding covenant to those of the lender. However, such subordination shall not affect Developer's obligations hereunder to restore the site irrespective or any action of its lender.

Section 6. Liquidated Damages /Penalty Clause. Developer agrees to provide, at the time this development agreement is entered into, a refundable deposit to City and RDA in the form of a performance bond or an irrevocable letter of credit in the amount of \$10,000.00. The deposit shall become forfeit to RDA and City in the event of a default by Developer from any of the terms of this Agreement, which shall constitute compensation to City for expenses incurred as a result of Developer's breach. Developer's obligations for a deposit shall be released by RDA and City upon completion of the Redevelopment Project by Developer by formal

acceptance of same by RDA and City, which shall take place within Thirty (30) days the substantial completion of Phases I and II.

ARTICLE V

INDEMNIFICATION

Section 1. Claims, Injury, and Property Damage.

Except as provided in Article III, Section 5, Developer agrees to protect, defend, indemnify, and hold City and RDA, its officers, agents, and employees, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, attorney fees, including those imputed to the City Attorney, or other expenses or liabilities of every kind and character in connection with, or arising directly or indirectly out of, this Agreement and/or arising out of the operations and construction of this Development Project. This requirement shall apply with equal force to work performed by Developer, its architect, contractor, or any subcontractor, or any other party directly or indirectly employed or retained by Developer. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof), or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation,

or decree of any court, shall be included in the indemnity hereunder.

Developer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent. Developer agrees that City will, if City deems appropriate, provide any additional reasonable defense to any claim hereunto, the full cost of which shall be borne by Developer.

ARTICLE VI

NOT FOR SPECULATION

Section 1. Developer represents and agrees that its acquisition of the parcels in the Project Area and its undertakings pursuant to this Agreement will be for the sole and express purpose of the redevelopment of the property consistent with the Project Plan and the terms and conditions of this Agreement and are not for the speculation in land holdings. Accordingly, Developer agrees for itself, its successors and assigns, that, except only by way of security for and only for the purpose of obtaining the financing necessary to perform its obligations with respect to making the improvements on the property under this Agreement, Developer has not made and will not make or suffer, cause or permit to be made prior to the substantial completion of the improvements described in the Plan, any total or partial sale, assignment, conveyance or lease, or any trust or power

or transfer in any other mode or form of or with respect to this Agreement, the Parcels, the Redevelopment, or any interest of Developer therein or in this Agreement or any other agreement related to the Redevelopment without the prior written approval of the City. This provision shall not, however, restrict Developer entering into contracts for the individual sale of condominium units prior to substantial completion for the purpose of selling portions of the Project after its completion.

ARTICLE VII

DEFAULT AND REMEDIES

Section 1. Notice and Right to Cure. A party shall be in default under this Agreement if such party shall fail to carry out or fulfill one or more of its obligations hereunder and such failure shall continue for a period of Thirty (30) days following receipt of written notice from the other party specifying such failure; provided, however, that if the nature of the default is such that it cannot be cured within Thirty (30) days, a party shall not be in default if it immediately undertakes steps to cure the default after receipt of notice and then diligently and in good faith prosecutes the curing of such default to its conclusion.

Section 2. Remedies.

A. General. If a party does not cure or undertake to cure a default within the time periods set forth in Section 1, above, the non-defaulting

party may pursue the remedies provided for in this Agreement or otherwise available at law or in equity.

B. Title to Subject Property.

Reversion of City property. Title to the property transferred by the City pursuant to Article III Section 2, shall revert to City upon Developer's failure to commence or complete construction activities upon the subject property. Title to the property, including any improvements thereon shall revert to City in accordance with the law but without any monetary compensation to Developer therefore.

C. Developer's Property.

1. Should Developer fail to proceed or complete the project after receiving any of the grants under Article III Section 7, Developer agrees to convey, by warranty deed, within 30 days of failing to cure its default, title to the subject property.
2. If Developer fails to convey such property to the City, City shall have the right to petition the Brown County Circuit Court for specific performance, compelling Developer to execute such deed in favor of the City.
3. City agrees that in the event it receives the property from the Developer as a result of Developer's default, City will pay Developer the assessed fair market value of the property at the time

of conveyance, less any amounts paid to Developer under Article III, Section 7, and less any encumbrances on the property. In the event the result of this calculation is a negative amount, Developer shall be liable to the City for such amount. In the event Developer does not pay such deficiency within 30 days of demand, City may obtain a judgment against Developer for such amount.

Section 3. Enforced Delay in Performance for Causes Beyond the Control of Parties.

For the purposes of any provisions of this Agreement, neither Developer nor any successor in interest shall be considered in breach or default of its obligations with respect to the beginning and completion of any phase of construction or progress in respect thereto in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault, or negligence including, but not restricted to, acts of God, forces majeure, acts of the public enemy, acts of adjoining property owners, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unavailable materials, breach of contracts by contractors or subcontractors, and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of these provisions that in the event of the occurrence of any such enforced delay, the time or times of performance of any of the obligations of Developer with respect to construction of the improvements shall be extended for the period of the enforced delay as determined in good faith by City; provided that the party

seeking the benefit of the provisions of this Section shall, within Thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof and of the cause or causes thereof and requested an extension for the period of the enforced delay. In the event a delay is caused by unavailable materials or breach of contracts by contractors or subcontractors, Developer shall make a reasonable effort to procure performance and City agrees to grant a sufficient extension to permit such procurement by Developer.

Section 4. Rights and Remedies Cumulative. The rights and remedies of the parties, whether provided by law or provided by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same time or different times of any such other remedies for the same event of default of breach or of any remedies for any other event of default or breach by Developer. No waiver made by City with respect to the performance or manner or time of any obligation of Developer under this Agreement shall be considered a waiver of any rights of City to enforce any other obligations of Developer.

ARTICLE VIII OTHER PROVISIONS

Section 1. Changes. Parties to this Agreement may, from time to time, require changes in the scope of the Agreement. Such changes, which are

mutually agreed upon by and between Developer and RDA shall be incorporated in written amendments to this Agreement.

Section 2. Approvals in Writing. Whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing, signed by the duly authorized office of City and/or RDA, and delivered to the party to whom it is directed at the address specified in Section 4 hereunder. Whenever under this Agreement the consent, approval or waiver of City or RDA is required or the discretion of City or RDA may be exercised, the Mayor and/or the Chair of the RDA shall have the authority to act, as the case may be. Whenever any approval is required by the terms of this Agreement and request or application for such approval is duly made, such approval shall not be unreasonably withheld.

Section 3. Inspection of Records. City shall, until one (1) year after a Certificate of Occupancy is issued for the entire Project (Phases I and II), have the right to inspect any and all records, contracts, financial statements, ledgers or written documents which relate to, and are generated by, the responsibilities and obligations of Developer under the terms of this Agreement. This right of inspection shall apply to not only those records and documents that are within the physical control and custody of Developer, but also any records, statements, and documents

that may be within the custody and control of third parties or generated by third parties in the performance of the obligations and responsibilities hereunder, including, but not necessary limited to, the architect, contractor, and all subcontractors.

Section 4. Notices and Demands. A notice, demand, or other communication under this Agreement by any party to any other party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally and:

- (a) In the case of Developers
 Medical Arts Complex Dental Center, S.C.
 Attn: Dr. Gary Noble D.D.S
 704 S. Webster Ave.
 Green Bay, WI 54301

- (b) In the case of the RDA:
 Redevelopment Authority for the City of De Pere
 Attention: Ted Penn, Chair
 De Pere City Hall
 335 S. Broadway
 De Pere, WI 54115

- (c) In the case of the City:
 City of De Pere
 Attention: City Administrator
 De Pere City Hall
 335 S. Broadway
 De Pere, WI 54115

Section 5. No Liability of City. City shall have no obligation or liability to the lending institution, architect, contractor, or subcontractor, or any other party retained by Developer in the performance of its obligations and

responsibilities under the terms and conditions of this Agreement.

Developer specifically agrees that no representations, statements, assurances, or guarantees will be made by Developer to any third party or by any third party which are contrary to this provisions.

Section 6. Completeness of Agreement. This Agreement and any addition or Supplementary documents or documentation incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part hereof shall have any validity or bind any of the parties hereto.

Section 7. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarding in construing or interpreting any of the provisions of this Agreement.

Section 8. Severability. If any provisions of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws and the Project Plan.

Section 9. Recording of Agreement. The Agreement and any and all subsequent modifications thereof or additions thereto shall, upon being duly executed, be recorded by Developer with the Register of Deeds for Brown County, Wisconsin.

Section 10. Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto as well as their respective successors, transferees, and assigns. Any transfer of any party's interest under this Agreement or real property described in Exhibits A and B which shall not release the transferor from its obligations hereunder.

(Remainder of this page left blank intentionally)

Redevelopment Agreement
Medical Arts Complex Dental Center, S.C.
Page 25 of 26

Section 11. Covenant Running with the Land. This Agreement, which will be attached to the deed as part of the conveyance, shall be deemed to be, and interpreted as, a covenant running with the land as described in Exhibit A which shall terminate pursuant to the limitations set out in Section 66.1105, Wis. Stats., until Tax Incremental District No. 7 is terminated; but in no event later than January 1, 2035.

Dated this 24th day of June, 2008.

MEDICAL ARTS COMPLEX DENTAL
CENTER, S.C.
BY:

Gary Noble
Name: Gary Noble
Title: MAC Dental Vice President

CITY OF DE PERE
BY:

Michael J. Walsh
Michael J. Walsh
Mayor

Charlene M. Peterson
Charlene M. Peterson
Clerk-Treasurer

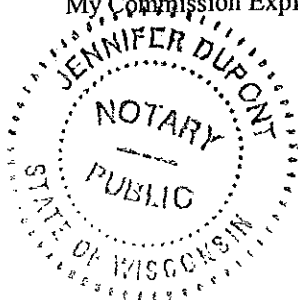
STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this 20th
day of June, 2008 the above
named Gary Noble, known
as the person who executed the
foregoing instrument and acknowledge
the same.

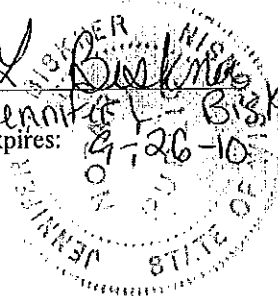
STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this 24th
day of June, 2008 the above
named Michael J. Walsh and Charlene M.
Peterson, known as the persons who executed the
foregoing instrument and acknowledge
the same.

Jennifer Dupont
Notary Public: Jennifer Dupont
My Commission Expires: 5-20-12

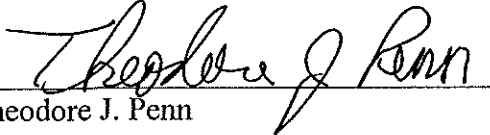


Jennifer L. Biskner
Notary Public: Jennifer L. Biskner
My Commission Expires: 9-26-10



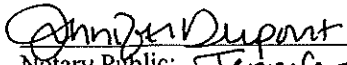
Redevelopment Agreement
 Medical Arts Complex Dental Center, S.C.
 Page 26 of 26

**REDEVELOPMENT AUTHORITY OF
 THE CITY OF DE PERE
 BY:**

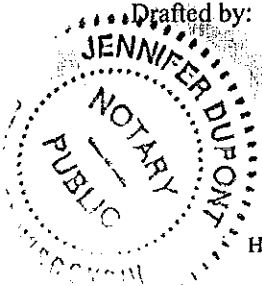

 Theodore J. Penn
 Chair

STATE OF WISCONSIN)
)SS.
 BROWN COUNTY)

Personally came before me this 24th
 day of June, 2008, the above
 named Theodore Penn known
 as the person(s) who executed the
 foregoing instrument and acknowledge
 the same.


 Notary Public: Jennifer Dupont
 My Commission Expires: 5/20/12

Drafted by: Judith Schmidt-Lehman



H:\past employees work\cblohow\Agreements\2007\Redevelopment Agreement - MAC Dental 190-002-06 final #2.doc

**MAC Dental
GENERAL
DEVELOPMENT
PLAN**

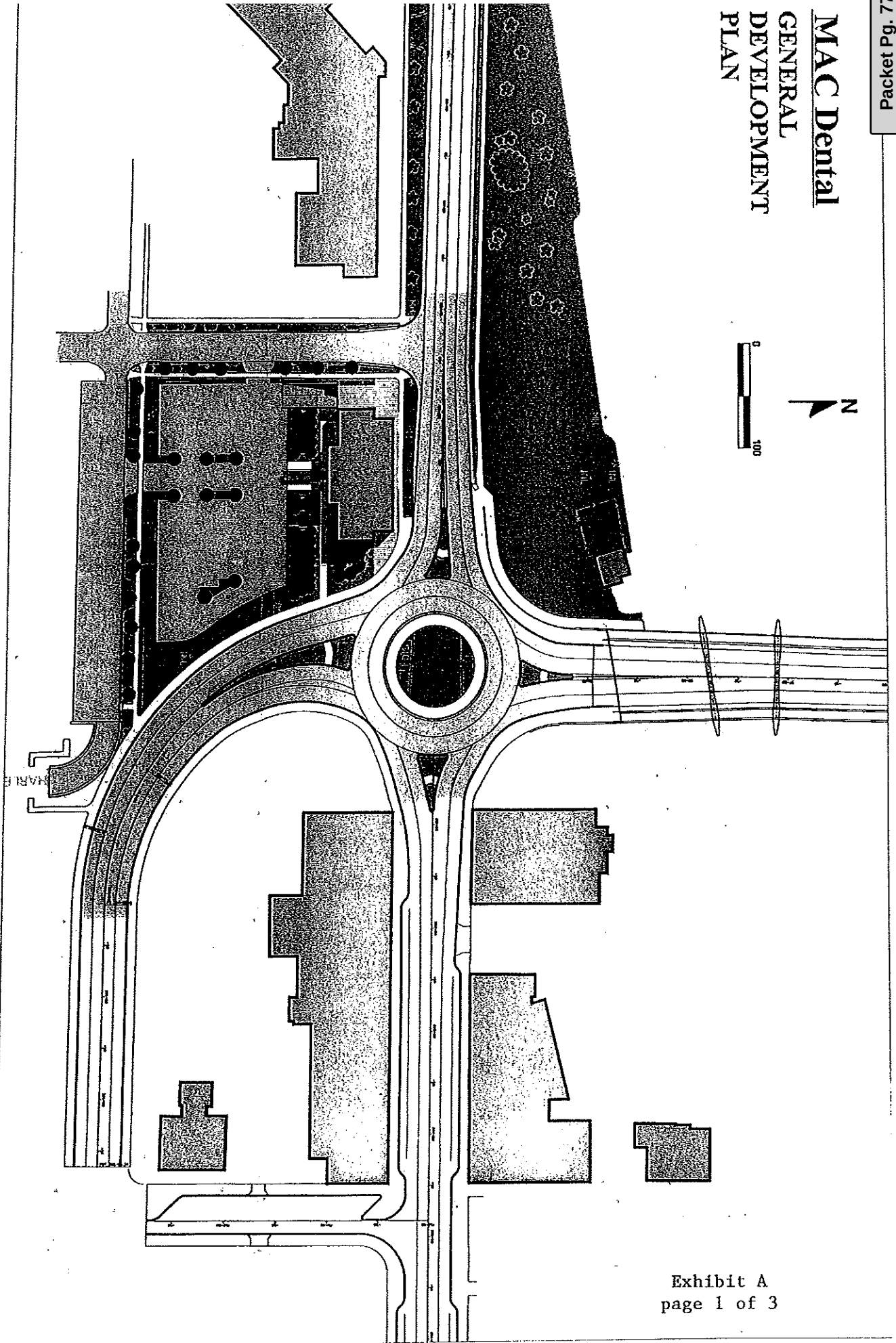


Exhibit A
page 1 of 3

