

**DEVELOPMENT AGREEMENT
COMMUNITY DEVELOPMENT INVESTMENT GRANT – SCHUETTE BUILDING**

THIS AGREEMENT (hereinafter called the “Agreement”) made as of the 4th day of May, 2015, by and between the **City of Manitowoc** (hereinafter called the “City”) and **Doneff’s Schuette Building, LLC**, a Wisconsin limited liability company (hereinafter called the “Developer”). The City and Developer may collectively be referred to as the “Parties.”

WITNESSETH:

WHEREAS, the City has submitted a Wisconsin Economic Development Corporation (WEDC) Community Development Investment (Implementation) grant application (Exhibit “A”) on behalf of Developer for the property (hereinafter the “Property”) legally described on the attached Exhibit “B” (tax parcel number 052-000-230-120.00) generally located at 804 Jay Street and 914 S 8th Street; and

WHEREAS, the City and Developer desire to see the Property developed as a mixed-use, historic renovation that generates tax base for the community and catalyzes economic activity in the downtown; and

WHEREAS, the City desires to have the Developer complete exterior façade and interior renovations that are architecturally sensitive to this historic building and to make necessary mechanical upgrades to the building; and

WHEREAS, it is anticipated that the project will result in a variety of retail, restaurant, office, and residential uses with an approximate total construction cost of \$4.5 million based on the Concept Plan (Exhibit “C”).

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the Parties as follows:

- I. Proposed Project Scope and Developer Obligations. Developer shall complete historically sensitive exterior façade repairs including replacement of the existing curtainwall system, replacement or repair of windows, painting and replacement and repairs to the clay tiles on the parapet wall at the top of the building. Developer shall complete renovations to the first and second floor as “whitebox” tenant spaces, ready to be rented out to prospective tenants. This scope of work is referred to hereinafter as the “Project,” which has an estimated cost of \$4.5 million and an estimated assessed value of \$1.6 million upon completion. Developer shall also comply with the following requirements for this Project:
 - A. Developer shall secure the services of one or more appropriate contractor(s) and expend all funds necessary to complete the Project.
 - B. Developer shall commence construction upon approval of all necessary funding, which is anticipated to be September 1, 2015, and no later than December 31, 2015, with Developer taking such action as necessary and required to receive all municipal approvals for the Project from the City and/or any other governmental entities, and satisfaction of all conditions required therein.
 - C. Developer shall complete the Project (which shall be deemed achieved by the delivery of a certificate of completion by City Building Inspection staff) no later than December 31, 2016.

- D. The City will cooperate with respect to the timely issuance of all approvable permits necessary for completion of the Project. All Parties agree to use reasonable efforts to obtain performance on the conditions of this Agreement.
- E. The Developer shall comply with all applicable Federal, State, and Municipal codes throughout the Project, including submitting necessary plans and obtaining applicable permits.
- F. This Agreement will be considered satisfied and complete when both the scope of work is complete as deemed with a certificate of completion from the City, and the WEDC grant is closed out as deemed with final reimbursement and written confirmation by WEDC.
- G. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" mean circumstances that preclude the party from performance and that are beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency.

II. WEDC Grant Requirements.

- A. The force and effect of this Agreement are contingent upon the award of a \$500,000 WEDC Community Development Investment grant and final approval of all other sources of funding identified in the grant application.
- B. This Agreement establishes a cooperative relationship between the City and the Developer toward the successful completion of the scope of work in this Project. This relationship is further defined by the following:
 - 1. Developer will maintain a long-term commitment to the Property by, among other efforts, marketing the site to prospective tenants and maintaining the renovated Property. Developer will provide proof of marketing to the City on a monthly basis.
 - 2. City will maintain a long-term commitment to Property by cooperating in the timely issuance of approvable building permits, collaborating with Developer on efforts to market the property, and utilizing appropriate planning and economic development tools to assist with the continued revitalization of the area.
- C. City and Developer shall cooperate with WEDC monitoring efforts including keeping of detailed records documenting long-term job creation related to the Property.
- D. City will play a substantive role in the Project and will actively monitor Developer's activities to ensure compliance with WEDC program requirements.

- E. Developer represents and warrants that all WEDC funds shall be used to fund the Project. Developer shall provide detailed records documenting the appropriate expenditure of grant funds.

III. Financing.

- A. Developer may be subject to credit check and shall provide satisfactory proof of financing to the City of a minimum of \$4.5 million. Satisfactory proof of financing may include, but is not limited to, personal financial statements, completed tax credit applications, and private loan commitments.
- B. City shall request a WEDC Community Development Investment grant of \$500,000. If the WEDC grant is awarded, the City will loan Developer up to \$250,000 in Downtown-Commercial Revolving Loan Funds (RLF), contingent upon meeting program requirements and receiving all required approvals. The terms and conditions of the RLF loan are to be established under a separate agreement, but generally include requirements for job creation and reporting, minimum developer equity contribution, leveraging of other private funds, an interest rate of 4%, a maximum repayment term of 15 years, Community Development Authority approval of the loan, loan guarantees or other sufficient collateral, and compliance with applicable state and federal labor requirements. A letter of support including a conditional commitment of RLF funds is attached as Exhibit D.
- C. City will reimburse Developer upon approval by the Community Development Director of appropriate documentation (paid invoice and a cancelled check) of work completed and payment for services. The order of funds spent by the Developer and schedule of reimbursements by the City shall comply with the requirements of City and WEDC as applicable.
- D. Developer shall pay all costs necessary to complete the Project. Developer's cash contribution to Project costs shall be no less than 10% of the Project cost.

IV. Rights of Access

- A. The Developer shall permit representatives of the City, after giving reasonable notice to the Developer, to have reasonable access to the Property at all reasonable times for the purposes of this Agreement, including, but not limited to, inspection of all work being performed in connection with the Project.

V. Other Rights and Remedies.

- A. **Termination and Remedies.** Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, such party shall, upon written notice from any other party, proceed promptly to ensure or remedy such default or breach, and, in any event, within 60 days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within such period in which case said defaulting party shall commence such cure within such period and diligently proceed to cure such default. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings to compel specific performance by the party in default or breach of its obligation.

Completion of the Project in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the Parties; accordingly, the Parties shall, in the event of legal proceedings, seek remedies to compel the specific performance of the defaulting party as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the Parties may seek damages as authorized. Repayment of funds loaned or granted, including any interest due, under the terms of the respective contracts may also be considered as a remedy in the case of failure to complete the project.

- B. The Parties shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way (it being the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved); nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- C. Except as expressly provided otherwise in this Agreement, the rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more such remedies shall not preclude the exercise of it, at the same different times, of any other such remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance or manner of time thereof, of any obligation of any other party or any condition of its own obligation under this Agreement shall be considered a waiver of any rights of the party making waiver with respect to the particular obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any other obligations.
- D. No official or employee of the City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are Parties to this Agreement. No official or employee of the City shall be personally liable to the Developer or any successor in interest, in the event of any default or breach by the City, or for any amount which becomes due to the Developer or its successors under this Agreement.
- E. **Insurance.** Prior to commencing construction under this Agreement, the Developer shall obtain and keep in full force and effect during construction of the improvements, an all-risk builder's risk insurance policy for the Property on which construction is occurring with coverage equal to the total amount of the Developer's construction contract or contracts for all improvements being constructed. Such builder's risk insurance policy shall name the City as an additional insured, subordinate in its rights to such proceeds to the Developer's mortgagee. However, in such a case, Developer is not relieved of its obligation to perform under this Agreement. The Developer shall also obtain and keep in full force and effect during construction of its improvements, for the benefit of the City, an owner's comprehensive protective liability insurance policy with personal injury

coverage of at least \$3,000,000.00, and property damage coverage of at least \$2,000,000.00. Such policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin. The City shall be named as additional insured on these certificates of insurance. Prior to commencement of construction, the Developer shall file with the City a certificate of insurance setting forth that all coverage herein is in full force and effect and providing the City will be given 10 days written notice prior to termination or cancellation of such coverage.

- F. **Applicable Law, Severability, and Entire Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then (unless in the judgment of the party or Parties thereby adversely affected such provision was a material part of the consideration for their entering into this Agreement, that without it they would not have entered into this Agreement) the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding among the Parties with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors and assigns. The parties agree any litigation relating to this agreement shall be in Manitowoc County Circuit Court, Manitowoc, Wisconsin.
- G. **Amendments to Agreement.** This Agreement may not be changed orally, but only by agreement in writing and signed by the Parties.
- H. **Third Parties.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the Parties and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.
- I. **No Partnership Created.** This Agreement specifically does not create any partnership or joint venture between the Parties, or render any party liable for any of the debts or obligations of any other party.
- J. **Formalities and Authority.** The Parties represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.
- K. **Notices and Demands.** A notice, demand or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested or delivered personally:

To DEVELOPER:

Doneff's Schuette Building, LLC
Attention: Anton Doneff
5160 Expo Drive
Manitowoc, WI 54220

To CITY:

City of Manitowoc
Attention: City Clerk
900 Quay Street
Manitowoc, WI 54220

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

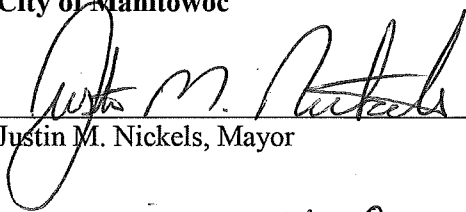
- L. **Nonmerger and Survival.** Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

[SIGNATURE PAGE TO FOLLOW]

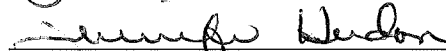
IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed the date first above written.

Attest:

City of Manitowoc



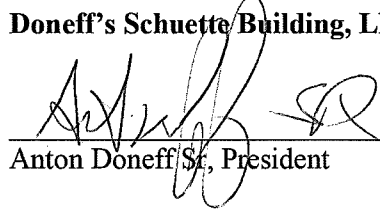
Justin M. Nickels, Mayor



Jennifer Hudon, Clerk

Attest:

Doneff's Schuette Building, LLC



Anton Doneff Sr., President

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

Community Development Investment Application

Exhibit A

A. GRANT REQUEST		
Grant Request: \$500,000	+ Applicant Leverage: \$4,033,756	= Total Project Cost: \$4,533,756
Name of WEDC Community Account Manager: Naletta Burr		

B. APPLICANT INFORMATION	
Legal Name: City of Manitowoc	
Applicant Type: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village <input type="checkbox"/> County <input type="checkbox"/> Tribal Entity	
FEIN #:39-6005511	
Address: 900 Quay Street	
City, State, Zip: Manitowoc, WI 54220	
Telephone #: 920-686-6930	
Internet Address: www.Manitowoc.org	
NAICS (for end use): Various	

C. LOCAL GOVERNMENT CONTACTS	
Primary Contact:	
Name: Nicolas Sparacio	Title: Community Development Director
Address (if different): same	
Phone: 920-686-6931	Email: nsparacio@manitowoc.org
Highest Elected Official:	
Name: Justin M. Nickels	Title: Mayor
Address (if different): same	
Phone: 920-686-6980	Email: jnickels@manitowoc.org
Official Authorized to Sign Contracts:	
Name: Justin M. Nickels	Title: Mayor
Address (if different): same	
Phone: 920-686-6980	Email: jnickels@manitowoc.org
Individual to Receive Grant Payments:	
Name: Nicolas Sparacio	Title: Community Development Director
Address (if different): same	
Phone: 920-686-6931	Email: nsparacio@manitowoc.org
Reporting Contact:	
Name: Nicolas Sparacio	Title: Community Development Director
Address (if different): same	
Phone: 920-686-6931	Email: nsparacio@manitowoc.org

D. SECONDARY CONTACT (e.g. consultant, developer, partner, as applicable):	
Name: Anton Doneff Sr	Title: President
Organization: Doneff's Schuette Building, LLC	
Explain Role: Property Owner and Developer	
Address: 5160 Expo Drive	
City, State, Zip: Manitowoc, WI 54220	
Tele. #:920-682-0066	Fax #:920-682-4632
Email Address: anton@doneff.com	

E. PROJECT AREA DETAILS		Exhibit A
Project Location: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village Of: Manitowoc	County: Manitowoc	
Project Site Address: 804 Jay Street		
Is the project located in a TID? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, creation date: June 16, 1997 (Now designated as distressed)		
Is the project located in a State or Federally declared disaster area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, was the declaration within the 24 months prior to submitting an application? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, date of declaration: N/A		
Does the applicant or <u>end user</u> currently own the property on which work is to occur? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, how do you have or expect to obtain ownership or access to the property?		
<input type="checkbox"/> Condemnation	Timeframe:	
<input type="checkbox"/> Tax Delinquency	Timeframe:	
<input type="checkbox"/> Purchase (attach purchase agreement or option)	Timeframe:	
<input checked="" type="checkbox"/> Development Agreement	Timeframe: Executed 4/20/15	
<input type="checkbox"/> Other:	Timeframe:	
If applicant will not own the property, what entity will/does? The Developer (Secondary Contacted noted above)		
Current Site Ownership: Doneff's Schuette Building LLC (Anton Doneff)	Phone: 920-682-0066	Email: anton@doneff.com
Final Site Ownership: Doneff's Schuette Building LLC (Anton Doneff Sr)	Phone: 920-682-0066	Email: anton@doneff.com

F. REDEVELOPMENT NARRATIVES (reference Required Supporting Documentation as needed)
<p>1. Project Description (three page limit):</p> <ul style="list-style-type: none"> a. Describe the project, its implementation and the significance of this project to the community b. The extent to which this project is included in and/or complements previous regional or municipal planning efforts (please reference section and page numbers of the plan) c. The extent to which the project supports best smart growth practices; best downtown redevelopment practices; and has community wide support d. Describe any public/private partnerships developed and the extent to which the applicant can ensure that all of the activities outlined within this application will be undertaken? (e.g. conditions of loan agreements, status of development agreements, etc.) e. Which eligible activity (ies) does this project fall under? <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Building renovation <input type="checkbox"/> New construction <input checked="" type="checkbox"/> Historic preservation <input type="checkbox"/> Infrastructure reinvestment <input type="checkbox"/> Demolition <input type="checkbox"/> Professional services <p>2. Project Timeline (two page limit):</p> <ul style="list-style-type: none"> a. Describe past and planned project activities with timelines, including planning process, site control, environmental condition, and a project implementation schedule b. Provide detailed descriptions of intended property transactions to occur over the next five years <p>3. Project Financing (two page limit):</p> <ul style="list-style-type: none"> a. Describe the various methods that will be used to fund the project and include the progress of establishing or receiving funds b. I certify that incentive assistance is needed to ensure this Project will happen in Wisconsin. Describe the financial need for grant funding that cannot be met through private sector sources (e.g. traditional financing, equity investment or donor support), public sector support (e.g. RLF

financing, TIF financing, and public borrowing) or a reduction in the scope of the project

4. Economic Development Potential (two page limit)

Exhibit A

- a. Describe the potential of the project to enhance the economic viability of the community (e.g. tax base increases, job creation, stimulation of private investment). A response should detail the potential for both temporary and permanent jobs at the project site as well as the potential for job creation to occur in the area. To the extent possible, provide detail on the potential types of jobs, wage rates and health benefits associated with the jobs that are identified.
- b. Describe the potential for the project to promote economic development in the neighborhood, community, county and/or region
- c. Describe the potential for the project to act as a catalyst for additional commercial development or investment

G. PROJECT TIMELINE

Start Date: September 1, 2015

End Date: December 1, 2015

H. PROJECTED ECONOMIC DEVELOPMENT

How many jobs will likely be created as a result of this project?

a. Full-time (>35 hours/week): 102 FTE

Type of Positions	Direct	Indirect	Avg. Base Hrly	Healthcare
Restaurant use (25 FTE)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$9.17	<input type="checkbox"/>
Retail use (3 FTE)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$12.34	<input type="checkbox"/>
Office use (74 FTE)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$29.45	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	\$	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	\$	<input type="checkbox"/>

b. Part-time (≤35 hours/week):

Type of Positions	Direct	Indirect	Avg. Base Hrly	Healthcare
	<input type="checkbox"/>	<input type="checkbox"/>	\$	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	\$	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	\$	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	\$	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	\$	<input type="checkbox"/>

c. Temporary (construction, etc.): 52

Type of Positions	Direct	Indirect	Avg. Base Hrly	Healthcare
General Contractor (10 FTE)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$23.08	<input checked="" type="checkbox"/>
HVAC (8 FTE)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$23.08	<input checked="" type="checkbox"/>
Masons, Glazers (16 FTE)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$20.19	<input type="checkbox"/>
Roofers (14 FTE)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$20.67	<input checked="" type="checkbox"/>
All others (4 FTE)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$21.63	<input type="checkbox"/>

Current assessed value of the property or district in which work is occurring: \$213,300

Projected assessed value of the property or district in which work is occurring: \$1,300,000 to \$1,600,000

A detailed justification of these estimates should be provided in the Economic Development Potential narrative requested above.

I. LEGAL INFORMATION (For City of Manitowoc)

YES/NO

Has the applicant, or any owner, officer, subsidiary or affiliate, been involved in a lawsuit in the last 5 years?

Yes No

Has the applicant, or any owner, officer, subsidiary or affiliate, ever been involved in a bankruptcy or insolvency proceeding or are any such proceedings pending?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
In the last 5 years, has the applicant, or any owner, officer, subsidiary or affiliate, been charged with a crime, ordered to pay or otherwise comply with civil penalties imposed, or been the subject of a criminal or civil investigation?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does the applicant, or any owner, officer, subsidiary or affiliate, have any outstanding tax liens?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Applicant certifies that they have completed a similar background review of the developer or any pass through recipient	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Please attach a detailed explanation of any YES responses. <u>Attached</u>	

Exhibit A

J. STATE REQUESTS FOR BID OR PROPOSAL	
Are you aware of any State of Wisconsin request for bid or request for proposal to which the applicant intends to respond or to which the applicant or has recently responded?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, please provide the following:	
<ul style="list-style-type: none"> a. Identify the bid or request for proposal (e.g., bid number, or general description or title). b. Identify the state agency or public entity to which you are submitting the bid or proposal. c. Explain the status of the bid or proposal (e.g., recently submitted; considering submission; in current negotiations). 	
Please note that if you answer "yes", WEDC may not be able to discuss potential financial assistance until the request for bid or request for proposal process has been completed.	

K. REQUIRED SUPPORTING DOCUMENTATION CHECKLIST		Exhibit A
Please include the following attachments:	Included ✓	Attachment #
1. A map indicating the project location within its municipal jurisdiction and any specially designated federal, state or local economic or taxation zone encompassing the project site. Photographs of the site and surrounding area.	<input checked="" type="checkbox"/>	1
2. A copy of any applicable redevelopment plan pertaining to the project.	<input checked="" type="checkbox"/>	2
3. Narrative describing each line item included in the project budget. If any past costs are to be considered as match, please include dates, purpose and amount.	<input checked="" type="checkbox"/>	3
4. A copy of any cost estimates or bidding conducted for costs listed in the project budget, or an explanation of the basis for all costs.	<input checked="" type="checkbox"/>	4
5. A copy of any applicable development agreement with private parties benefitting from project implementation. (If unsigned, signed copy must be submitted prior to first disbursement)	<input checked="" type="checkbox"/>	5
6. Documentation that demonstrates the success of obtaining financing (e.g. commitment letters from lending institutions, municipal resolutions for financing or TID creation).	<input checked="" type="checkbox"/>	6
7. For any committed end users or partners having an ownership in the property, provide a history of the individual or company's operations with resumes detailing relevant experience and involvement and percentage of ownership if applicable.	<input checked="" type="checkbox"/>	7
8. Individuals owning 20% or more of the project may be required to submit signed and dated personal financial statement.	<input type="checkbox"/>	

L. OPTIONAL DOCUMENTATION HELPFUL IN PROJECT EVALUATION		
	Included ✓	Attachment #
1. Pro forma	<input checked="" type="checkbox"/>	8
2. Municipal planning (relevant sections only)	<input checked="" type="checkbox"/>	9
3. Statements from community, public and community development leaders that support the project proposed for funding	<input checked="" type="checkbox"/>	10
4. Explanation of "Yes" responses under Legal Information section	<input checked="" type="checkbox"/>	13

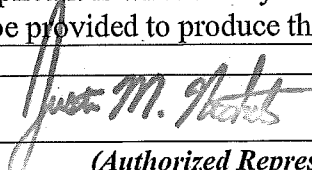
M. CERTIFICATION STATEMENT

Exhibit A

This application, and the information being submitted to WEDC, is true and correct to the best of my (our) knowledge. This also certifies that:

1. The applicant certifies that to the best of its knowledge and belief, the information being submitted to WEDC is true and correct.
2. The applicant understands submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be subject to civil and/or criminal prosecution.
3. The applicant certifies that it is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it.
4. The applicant certifies that it is not in default under the terms and conditions of any grant or loan agreements, leases, or financing arrangements with its other creditors.
5. The applicant understands this application and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, § 19.31 et seq. The applicant will mark documents "confidential" where appropriate for financial and other sensitive materials that should be, to the extent possible, be kept in confidence. WEDC will notify the applicant if it receives a public records request for materials marked confidential.
6. The applicant certifies that WEDC is authorized to obtain a credit check and Dun and Bradstreet on the applicant, the business and/or the individual(s).
7. The recipient of Community Development Investment Grant funds shall enter into a contract with WEDC that may require, at the discretion of WEDC, a personal or business guarantee from any private owner of the site with more than 20% ownership interest.
8. The recipient of Community Development Investment Grant funds shall provide WEDC verified statements, semi-annual project reports, financial reports, and a financial audit in accordance with the contract between parties.
9. The applicant understands that grant eligibility is limited to only one non-planning or marketing Community Development Investment Grant per fiscal year.
10. Funds received for remediation under the Community Development Investment Grant program shall not replace funds from any other source including Agri-Chemical, Petroleum Environmental Cleanup Act and the Superfund.
11. Funds received under the Community Development Investment Grant program shall not be used for environmental remediation costs where there is a known viable causer of contamination with ownership interest in the property.
12. The applicant certifies that it has disclosed and will continue to disclose any occurrence or event that could have an adverse material impact on the project. Adverse material impact includes but is not limited to lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory intervention or inadequate capital to complete the project.
13. The applicant will provide signage, according to WEDC specifications, at the project site indicating WEDC financial participation should grant funds be provided to the project.
14. The applicant is will identify WEDC participation in planning and feasibility documents should grant funds be provided to produce the documents.

Signature: _____



(Authorized Representative)

Date: April 17, 2015

Printed Name: Justin M. Nickels

Title: Mayor

M. PROPOSED PROJECT BUDGET									
PROJECT ACTIVITIES*	SOURCES OF FUNDING* (TIF, In-kind, DNR, CDBG, USDA, Developer, etc.)								
	WEDC	SOURCE #1 NAME: Developer Equity	SOURCE #2 NAME: HP Tax Credits	SOURCE #3 NAME: Bank Loan	SOURCE #4 NAME: WHEDA Loan	SOURCE #5 NAME: City RLF	TOTAL		
Building Renovations	500,000	420,254	1,813,502	775,000	775,000	250,000	\$	4,533,756	
Demolition							\$		
New Construction							\$		
Site Improvements:							\$		
- Streets							\$		
- Sewer/Water							\$		
- Public Space							\$		
- Parking							\$		
- Other:							\$		
Site / Area Planning							\$		
Marketing							\$		
Other:							\$		
Other:							\$		
SUBTOTAL	\$	\$	\$	\$	\$	\$	\$	\$	\$
OTHER ACTIVITIES**									
Property Acquisition							\$		
Other:							\$		
TOTAL	\$	\$	\$	\$	\$	\$	\$	\$	\$
* Please provide the following for the sources listed above									
Source	Source Name:	Contact Name:	Contact Title	Contact Title	Email Address	Phone Number			
1.	Doneff's Schuette Bldg, LLC	Anton Doneff	President	President	anton@doneff.com	920-682-0066			
2.	Historic Pres Tax Credits	Mark Buechel	Pres Architect	Pres Architect	Mark.buechel@wisconsinhistory.org	608-264-6491			
3.	Bank First National	Kory Schmidt	VP	VP	kschmidt@bankfirstnational.com	920-652-3267			
4.	WHEDA	Deby Dehn	BDO	BDO	Deby.dehn@wheda.com	414-227-4341			
5.	City of Manitowoc	Nicolas Sparacio	CD Director	CD Director	nsparacio@manitowoc.org	920-686-6931			

*Project Activities are those activities that are reimbursable through the Community Development Investment Grant and that count towards the required 3:1 match.
 **Other Activities are those activities that demonstrate the financial investment necessary for project completion but are not reimbursable, nor do they count towards the required 3:1 match. They will count towards the total applicant leverage stated on page 1 of the Application.

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above
CITY OF MANITOWOC

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see Instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

MUNICIPALITY

Address (number, street, and apt. or suite no.)
900 QUAY STREET

City, state, and ZIP code
MANITOWOC WI 54220

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

Employer identification number								
3	9	-	6	0	0	5	5	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ **11-3-14**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Exhibit B
Legal Description

A tract of land situated in the City of Manitowoc, County of Manitowoc, State of Wisconsin, described as follows:

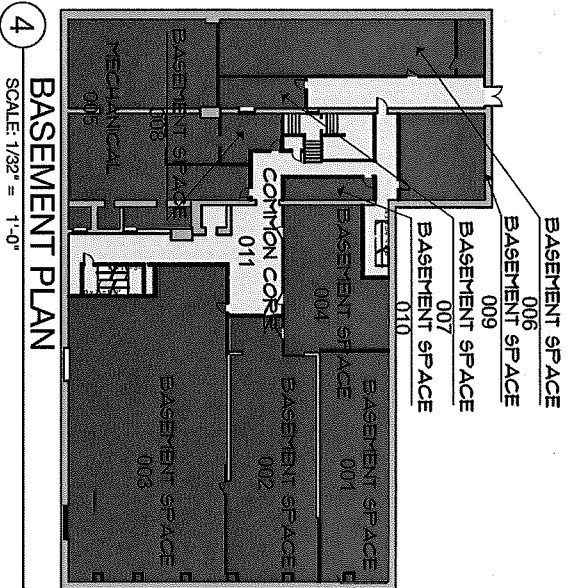
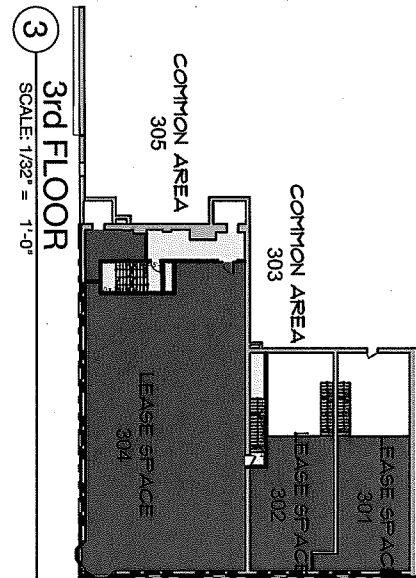
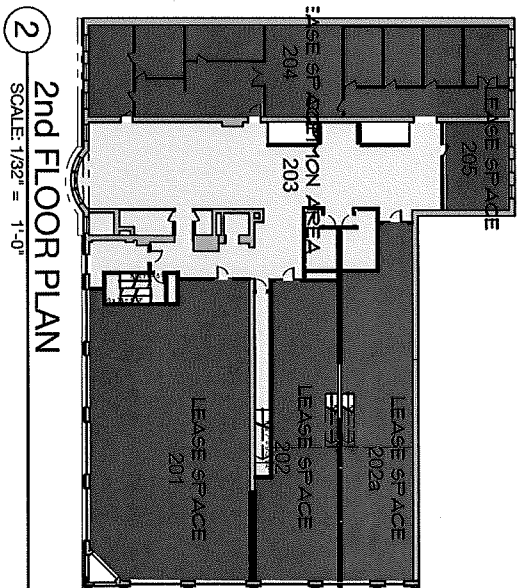
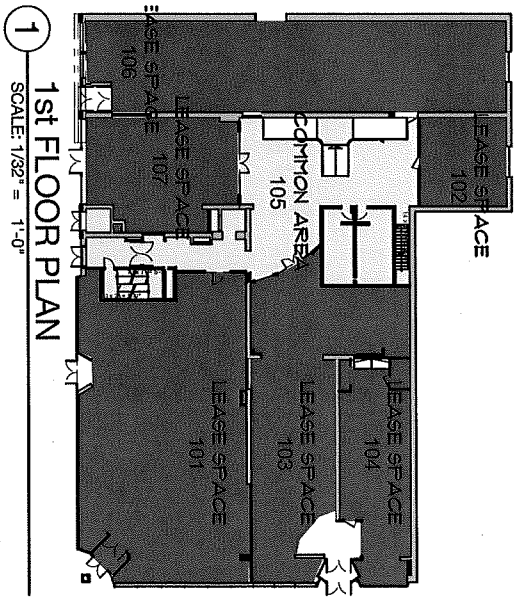
The East One-half (E½) of Lot Numbered Three (3); All of Lot Numbered Ten (10); and All of Lots Numbered Eleven (11) and Twelve (12), excepting therefrom a parcel described in Warranty Deed recorded in Volume 1469 of Records, Page 142, as Document Number 868046.

All in Block Numbered Two Hundred Thirty (230) of the Original Plat in the City of Manitowoc, Manitowoc County, Wisconsin, according to the Recorded Plat thereof.

Subject to highways, easements and rights-of-way of record.

Tax Parcel Number 052-000-230-120.00

This property is located at 804 Jay Street and 914 South 8th Street, Manitowoc, WI 54220.



UNIT AREA SCHEDULE				
Space Type	Area Number	Area Name	Area	
Common Areas	011	Common Corr.	2,308	
Common Areas	105	COMMON AREA	2,657	
Common Areas	203	Common Area	4,030	
Common Areas	303	Common Area	121	
Common Areas	305	Common Area	370	
Lease Spaces	001	basement space	1,135	
Lease Spaces	002	basement space	1,558	
Lease Spaces	003	basement space	1,558	
Lease Spaces	004	basement space	981	
Lease Spaces	005	mechanical	2,237	
Lease Spaces	006	basement Space	1,093	
Lease Spaces	007	basement Space	191	
Lease Spaces	008	basement Space	206	
Lease Spaces	009	basement Space	530	
Lease Spaces	010	basement Space	148	
Lease Spaces	101	Lease Space	3,570	
Lease Spaces	102	Lease Space	549	
Lease Spaces	103	Lease Space	2,149	
Lease Spaces	104	Lease Space	1,062	
Lease Spaces	106	Lease Space	2,677	
Lease Spaces	107	Lease Space	1,132	
Lease Spaces	201	Lease Space	3,246	
Lease Spaces	202	Lease Space	1,545	
Lease Spaces	202a	Lease Space	1,720	
Lease Spaces	204	Lease Space	2,721	
Lease Spaces	205	Lease Space	393	
Lease Spaces	301	Lease Space	719	
Lease Spaces	302	Lease Space	726	
Lease Spaces	304	Lease Space	3,488	
			35,334 sq ft	
			44,820 sq ft	



ASPIRE ARCHITECTURE & DESIGN, LLC
 417 ST. CLAIR AVE. SHEBOYGAN, WI. 53081 920-457-4884
 scoff@aspirearchitects.com www.aspirearchitects.com

SCHUETTE BUILDING RESTORATION OPT 2 for:
 8TH STREET, MANTOWOC, WI

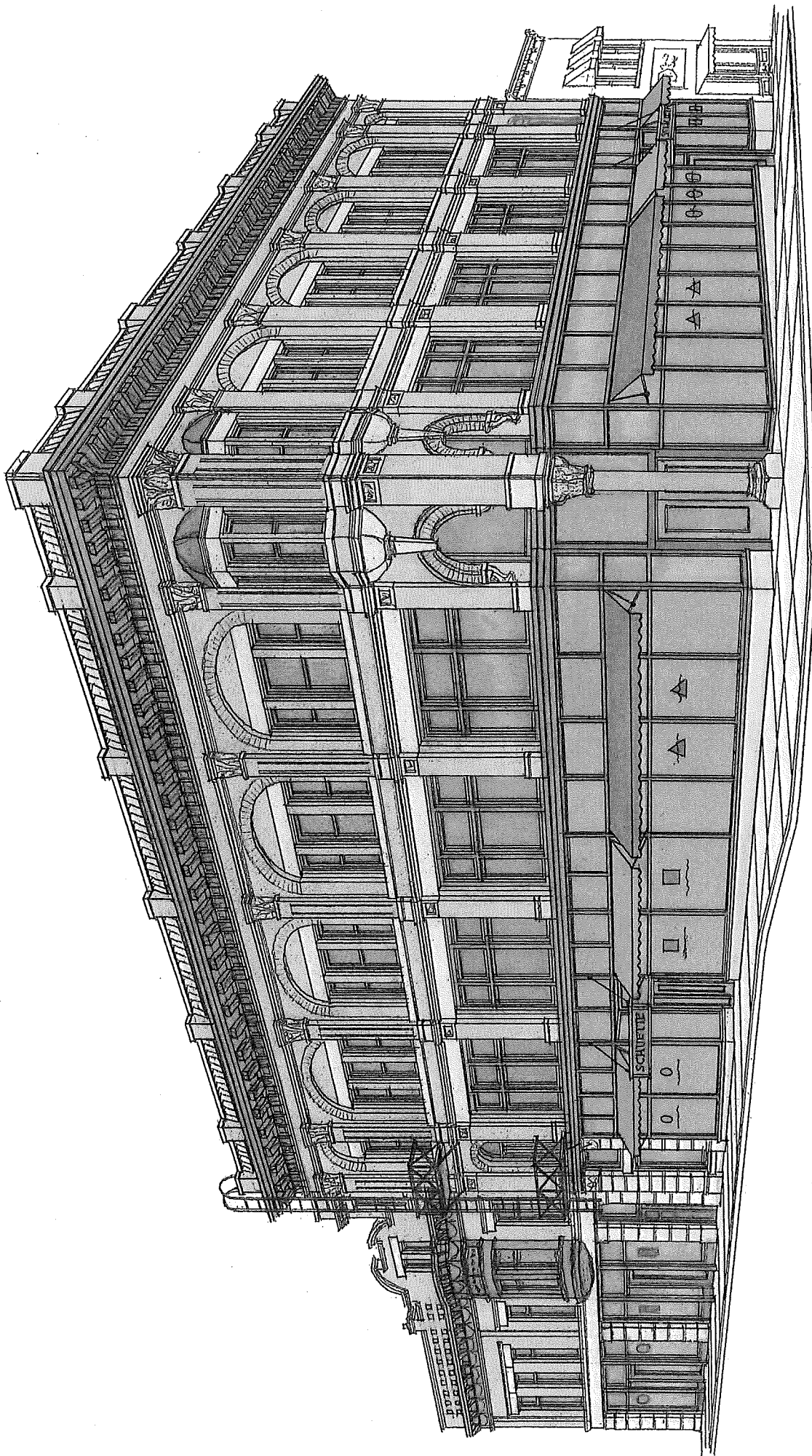


Exhibit C



HISTORIC SCHUETTE BLDG. - MANITOWOC, WI

DECEMBER 9, 2011

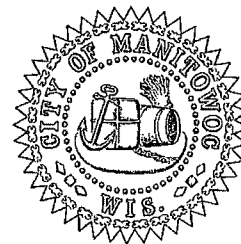
JOE LAWNICZAK



CITY OF MANITOWOC

WISCONSIN, USA

www.manitowoc.org



April 22, 2014

Wisconsin Economic Development Corporation
P.O. Box 1687
Madison, WI 53701

Dear WEDC Grant Review Team,

On behalf of the Community Development Authority of the City of Manitowoc, I am writing to express our support for the award of a Community Development Investment (Implementation) grant to bridge the funding gap toward renovation of the historic Schuette Building. This landmark downtown property has been the subject of planning efforts and community discussion for many years, and reinvestment into this highly visible real estate would invigorate not only the immediate surroundings, but uplift the entire downtown at a critical time.

The revitalization of Manitowoc's downtown continues, but not without its challenges. Investments made into increased downtown housing options, new construction and building renovations to support business growth, and expansion of engaging public spaces have been balanced with community events and year-round programming. The Lake Michigan shoreline, the Maritime Museum, the SS Badger car ferry, and other attractions continue to bring tourists to our community from out-of-state and beyond. And yet, our community seems to lag behind in the downtown renaissance being experienced by neighboring cities.

The Schuette Building exemplifies this phenomenon. Built in 1902 and located in the Eighth Street Historic District with many of its historic features still intact, the building exudes potential. The owners report a great deal of interest by potential tenants, but that interest has not materialized without a clear timeline and funding for restoration of the building. The financial support of WEDC is needed at this time. This shovel-ready project is expected to leverage more than \$5 million in immediate private investment. As the building leases up, and additional tenant improvements are made, the property value will continue to increase.

The owners have obtained a commitment of bank financing for the project. The City of Manitowoc and the Community Development Authority are also committed to the success of this project. As outlined in the City's development agreement with the owners, work has begun on exploring the feasibility of a revolving loan from the Downtown-Commercial RLF program. The Community Development Authority pledges its support subject to the approval process for the revolving loan program.

In recent listening sessions conducted by Mayor Nickels regarding the future of the downtown, the Schuette building was specifically brought up by community participants. This building is targeted for historic preservation in the City's downtown plan, and was identified as a top priority in the visioning stage of the comprehensive planning process. While clearly important to the community, the Schuette building faces all the usual challenges of a downtown redevelopment, and the project will not happen without the requested funding.

We ask for your support in realizing the potential of this beautiful building. The requested funds represent the final injection of confidence that is needed to begin implementation of the owners' and the community's mutual plan for this property. The 35,000 square feet of renovated space creates the additional retail, office, and residential options that will continue repositioning our downtown for a more sustainable future.

Sincerely,



Nicolas Sparacio
CDA Executive Director