

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of the last date of signature below (the “**Effective Date**”) by and between the City of Platteville, a Wisconsin municipal corporation (the “**City**”), and Family Advocates, Inc., a Wisconsin nonstock corporation (the “**Developer**”), (collectively, the “**Parties**”).

WHEREAS, the Wisconsin Department of Administration (the “**DOA**”) has approved providing to the City up to Three-Million, Five-Hundred Twenty-Three Thousand, Three Hundred Forty-Five Dollars and 00/100 (\$3,523,345.00) in Neighborhood Investment Funds (the “**DOA Funds**”) to assist the Developer with purchasing and developing the real property located at 305 Eastside Road in the City of Platteville, Wisconsin, as legally described on Exhibit A attached hereto (the “**Property**”); and

WHEREAS, the Developer intends to construct a 13,240 square-foot mixed-use building on the Property in conjunction with its planned use of the Property as an office space and a shelter for domestic abuse victims as set forth in the PUD Request, as defined below (the “**Project**”), and the City has agreed to provide the DOA Funds to the Developer for use in connection with the Project; and

WHEREAS, the Property and Project will qualify for a real property tax exemption under section 70.11(4)(a)(1) of the Wisconsin Statutes and/or other applicable law; and

WHEREAS, the Developer recognizes that, notwithstanding the fact that the Property qualifies for a real property tax exemption, the City shall continue to provide valuable governmental services and benefits to the Property, which services and benefits directly or indirectly relate to the public health, safety, and welfare, and which directly or indirectly, positively affect housing and habitability of housing, property values and general quality of life within the City, and which include but are not limited to: fire and police protection; emergency medical services; paved streets and street lights; snow removal; and other services and benefits associated with living in the City; and

WHEREAS, in order to develop the Project on the Property, the Developer has applied for and received approval from the City to rezone the Property to a Planned Unit Development – General Development Plan zoning district (the “**PUD**”); and

WHEREAS, the City and the Developer have reached an agreement on the terms and conditions under which the Developer will construct the Project on the Property and desire to memorialize their agreement by this instrument.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated into and made a part of this Agreement, the promises, covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the City and the Developer agree as follows:

1. PROJECT.

a. Construction Timeline. The Developer shall commence construction promptly after the Effective Date and diligently pursue construction to completion. The Project shall be completed no later than December 31, 2024 (the “**Project End Date**”).

b. Zoning Approval. The Developer presented to the City a proposal to develop the Property as described on Exhibit B attached hereto (the “**PUD Request**”). The City rezoned the Property from a M-2 Heavy Manufacturing District to a Planned Unit Development – General Development Plan District, subject to the conditions and obligations contained within this Agreement. The City’s approval of the Developer’s PUD Request shall rezone the Property only so long as the Developer owns the Property. In the event the Developer no longer owns the Property, the Property shall revert back to a M-2 Heavy Manufacturing District unless the new owner enters into a new Planned Unit Development with the common council.

c. Covenant to Develop. The Project shall comply with all zoning, site plan, building code and other necessary land use approvals. In addition, if the Developer seeks any variances to building code or other City requirements, no such variances shall be effective for purposes of this Agreement until the City has approved the variance regardless of the determination of any other agency. The City will review and consider the variance requests in accordance with the procedures and authority set forth in the City code of ordinances and Wisconsin law. This Agreement shall not be construed to alter any regulatory powers or responsibilities of the City or any other agency.

2. GRANT FUNDING.

a. Disbursement and Release of Funds. The City will apply to the DOA for disbursement of the DOA Funds as the City becomes eligible to do so. The Developer shall assist the City as is necessary in requesting disbursement of the DOA Funds to the City. Upon receipt of the DOA Funds, the City will release the DOA Funds to the Developer within thirty (30) days after the City receives a request for disbursement of the DOA Funds, and approval of said request by the City.

b. Eligibility. The Developer acknowledges the City’s eligibility to receive the DOA Funds is dependent upon completion of the Project, expenditure of funds, and reporting requirements set forth by the DOA. Satisfaction of many of these requirements are subject to actions of parties other than the City, including the Developer. As such, the Developer acknowledges, the City’s obligation to provide DOA Funds to the Developer, is expressly conditioned upon compliance of all such requirements by all necessary parties, and actual receipt of the DOA funds by the City from the DOA. In the event the DOA withholds, or fails or refuses to disburse, the DOA Funds, or any portion thereof, to the City, the City is absolutely relieved of any obligation to provide said DOA Funds or any other monetary support to the Developer. Furthermore, in the event the DOA seeks return of the DOA Funds, or any portion thereof, after the City has disbursed them to the Developer, the Developer shall promptly return all such funds to the City. The Developer shall indemnify, defend, and hold harmless the City, its officials, employees, and agents, from any and all liability, cost, and penalty (including reasonable attorney fees) to the City arising from its failure, refusal, delay, or inability to return the DOA Funds.

3. DEVELOPER OBLIGATIONS.

a. Completion Deadline. The Developer shall diligently pursue construction activities for the Project in order to fully complete the Project on or before the Project End Date.

b. Budget and Eligible Project Costs. The Developer shall complete the Project in accordance with the terms of this Agreement, as outlined in the budget on Exhibit C attached hereto (the “**Budget**”). The Developer shall only use the DOA Funds and any matching funds for costs identified in the Budget and incurred between the Project Start Date and the Project End Date (the “**Eligible Project Costs**”).

c. Reporting of Costs.

- i. The Developer shall provide to the City a report detailing the dollar amount and purpose of the Eligible Project Costs included in each request for disbursement as well as the dollar amount and purpose of each expenditure that the Developer has contributed to the Project since the date of the previous disbursement of DOA Funds.
- ii. The Developer shall provide to the City documentation of the Eligible Project Costs incurred against the DOA Funds to the satisfaction of the City. Such documentation may include, but not be limited to, purchase orders or invoices.
- iii. The Developer shall submit to the City, a schedule of expenditures of the DOA Funds, including expenditures of any matching cash or in-kind match, signed by the director or principal officer of the Developer to attest to the accuracy of the schedule of expenditures.
- iv. The Developer shall take all necessary action, and preserve all necessary documentation, for the City to be eligible to obtain the DOA Funds for a period of seven (7) years from the Effective Date.
- v. The Developer shall complete and provide to the City all reports and documentation necessary for the City to request disbursement of the DOA Funds to the City. The Developer shall certify to the City, in a form acceptable to the City, that the reported information and documentation provided by the Developer to the City is true, complete, and accurate. The Developer shall indemnify, defend, and hold harmless the City, its officials, employees, and agents, from any and all liability, cost, and penalty (including reasonable attorney fees) to the City arising from any and all inaccuracy or incompleteness of the reported information and documentation provided by the Developer to the City.

4. INTENTIONALLY OMITTED.

5. DEVELOPER FEE.

a. Fee. The Developer shall pay to the City a developer fee in the amount of thirty-five thousand, two hundred thirty-three and 45/100 (\$35,233.45), which is equal to one percent (1%) of the total amount of DOA Funds received (the “**Developer Fee**”). The Developer Fee shall

be paid annually in ten equal installments beginning with the year 2023. Each payment of the Developer Fee shall equal \$3,523.34.

b. Payment Due Date. The first payment of the Developer Fee shall be paid within ten (10) business days after issuance of an occupancy permit for the building which is the subject of the Project. Each payment thereafter shall be paid no later than January 31st of the calendar year in which it is due, until paid in full.

c. Reduction in Fee. In the event the Developer sells one or more of the properties located at 210 N. Bonson Street, 250 N. Court Street, or 160 E. Madison Street to a taxable entity, the annual payment of the Developer Fee will be reduced each year by the amount of taxes received by the City that year from such sale(s) based on the City's tax rate. If the properties are sold to an organization exempt from the payment of property taxes, the new owner shall be required to enter into a PILOT or fee agreement with the City to ensure service cost consideration.

d. Use of Payment. The City may use and expend the annual Developer Fee Payment hereunder in such manner and for such purposes as the City, in its sole discretion, shall deem necessary and appropriate.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Developer represents and warrants to, and covenants with, the City, and the City represents and warrants to, and covenants with, the Developer, respectively, as follows:

a. Organization. The Developer is a nonstock corporation duly formed and validly existing under the laws of the state of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.

b. Authority to Act. The Developer has the power and authority to enter into this transaction, to execute, deliver and perform this Agreement, to execute and deliver each and every instrument and otherwise to consummate the transaction herein contemplated. Neither the execution, delivery nor performance of this Agreement by the Developer will result in the breach of any contract, covenant or agreement, or order, judgment or decree by which the Developer is bound or affected.

c. Authority of Signatures. The individuals signing on behalf of the Developer is duly authorized, in the capacity indicated in the signature block forming a part of this Agreement, to sign this Agreement on behalf of the Developer, and such signatures are sufficient to bind the Developer hereto. The individuals so signing make the same representation in their individual capacities.

d. Bankruptcy or Insolvency. The Developer is not the subject of any legal proceedings in foreclosure, reorganization, assignment for the benefit of creditors, receivership, bankruptcy or insolvency.

e. Tax Status of the Property. The Developer shall not knowingly sell, transfer, or assign all or any part of its interest in the Property, or any portion thereof, to an entity exempt from payment of property taxes under Wisconsin law. The obligations set forth in this Section shall run

with the land and be binding upon all successors and assigns, and remain in effect notwithstanding the termination or expiration of this Agreement.

7. INDEMNIFICATION.

The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the “**Indemnified Parties**”) shall not be liable for and agree to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or any environmental condition(s) on, in or under the Property (including but not limited to the presence or release of any hazardous substance or material) or any investigation, monitoring or remediation performed in connection therewith, provided that the foregoing indemnification shall not be effective for any actions of the Indemnified Parties that are not contemplated by this Agreement or which result from negligent or willful acts of the Indemnified Parties in fulfilling the obligations of the City or its agents as set forth under this Agreement. The obligations within this Section shall survive termination or expiration of this Agreement.

8. TERM.

The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of ten (10) years.

9. DEFAULT.

If any Party defaults under any material terms or conditions of this Agreement, and the default continues for ninety (90) days or more after receipt of written notice of the default from the non-defaulting Party, then the defaulting Party shall be responsible for all costs and expenses incurred by reason of such default, including, but not limited to, any legal expenses incurred by the non-defaulting Party. The rights and remedies of the non-defaulting Party shall not be limited to those, if any, specified in this Agreement, but the non-defaulting Party shall have the rights and remedies to which it may be entitled, either at law or in equity.

10. ASSIGNMENT OF AGREEMENT.

The Developer may not assign its rights or obligations under this Agreement together with title to the Property without the prior consent of the City, which may be withheld in the sole discretion of the City. Notice of any such assignment shall be provided to the City together with a copy of any assignment agreement.

11. MISCELLANEOUS.

a. Notices. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified mail, postage prepaid, or sent by recognized commercial courier properly addressed as indicated below:

<p>To Developer:</p> <p>Family Advocates, Inc. c/o Terri Fugate, Board President 250 N. Court Street Platteville, WI 53818</p>	<p>To City:</p> <p>City of Platteville c/o Adam Ruechel, City Manager 75 N. Bonson Street Platteville, WI 53818</p>
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b. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by the Parties.

c. No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement, nor shall it be deemed or constitute a waiver of any subsequent default or defaults of the same type.

d. Severability. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the invalid part, term, or provision was never part of the Agreement.

e. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. The Developer’s obligations within this Agreement shall run with the land and be binding upon such applicable Developer’s successors and assigns.

f. Governing Law/Venue. This Agreement shall be governed by and construed according to the laws of the State of Wisconsin. Any legal action arising out of this Agreement shall be venued in the circuit court for Grant County, Wisconsin. The Developer expressly waives the right to bring such action in, or to remove such action to, any other court whether state or federal, unless it is determined that the Grant County Circuit Court lacks jurisdiction.

g. Neutral Construction. The Parties acknowledge that this Agreement is the product of negotiations between the Parties and that, prior to the execution hereof, each Party has had full and adequate opportunity to have it reviewed by, and to obtain the advice of, its own legal counsel. Nothing in this Agreement shall be construed more strictly for or against either Party because that Party’s attorney drafted this Agreement or any part hereof.

h. Captions. The captions in this Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions, terms or conditions hereof.

i. Counterparts. This Agreement may be executed electronically and in one or more counterparts, each of which will be deemed an original.

j. No Third Party Beneficiaries. This Agreement creates rights and obligations only for the Parties hereto and their permitted successors and assigns, except as stipulated in this Agreement. This Agreement is not intended to and does not create any right in any third party, not expressly stated herein.

k. No Partnership. Under this Agreement, the City does not, in any way or for any purpose, become a partner, employer, principal, agent, or joint venturer of or with the Developer.

l. Recordation. The City may record a copy of this Agreement, or a memorandum thereof, in the office of the Grant County Register of Deeds. The Developer shall pay the costs of any such recording.

m. Public Records Law. The parties here are subject to Wisconsin's Public Records Law. Each party shall reasonably cooperate with the other to facilitate compliance with the Wisconsin Public Records Law, sec. 19.21, et seq., Wis. Stats., and upon request by the other party, provide to the requesting party all documents in their possession or control which are subject to release under such law.

n. Nonwaiver of Governmental Immunity. Notwithstanding any provision to the contrary contained herein, no provision of this Agreement shall be construed as a waiver of any immunity or limitation of liability granted to or conferred upon any party by applicable provisions of Wisconsin law.

THE FOLLOWING EXHIBITS ARE ATTACHED AND INCORPORATED HEREIN:

- Exhibit A: Property Description
- Exhibit B: PUD Request
- Exhibit C: Project Budget

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the Parties executed this Agreement as of the Effective Date.

CITY OF PLATTEVILLE

By: _____
Adam Ruechel, City Manager

ATTEST:

Candace Klaas, City Clerk

STATE OF WISCONSIN)
) ss.
GRANT COUNTY)

Personally came before me this _____ day of _____ 2022, the above-named, Adam Ruechel, City Manager, and Candace Klaas, City Clerk of the City of Platteville, Wisconsin, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My Commission: _____
Title: _____

FAMILY ADVOCATES, INC.

By: _____

_____ (Name/Title)

STATE OF WISCONSIN)
) ss.
GRANT COUNTY)

Personally came before me this _____ day of _____ 2022, the above-named _____ as the _____ of Family Advocates, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My Commission: _____
Title: _____