11333 N. Cedarburg Road
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www.ci.mequon.wi.us
Community Development

ECONOMIC DEVELOPMENT BOARD
Tuesday, October 31, 2023
8:00 AM
North Conference Room

Agenda

1) **Call to Order, Roll Call**

2) **Approval of Meeting Minutes from September 19, 2023.**
Action requested: review and approve

3) **TIF Policy Item**
Action requested: review and approve

4) **Refresh Aesthetic Center TID No.5 Tier 2 Incentive**
Action requested: review and approve

5) **Staff Updates**

6) **Announcements**
The next meeting is Tuesday, November 28, 2023, at 8:00 a.m.

7) **Adjourn**

Dated: October 27, 2023 **/s/ Tim Carr, Chairman**

Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and / or gather information about a subject over which they have decision making responsibility, although they will not take formal action thereto at this meeting.
Any questions regarding this agenda may be directed to the Dept. of Community Development office at 262-236-2903, Monday through Friday, 8:00 a.m. – 4:30 p.m.

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ECONOMIC DEVELOPMENT BOARD
Tuesday, September 19, 2023
8:00 AM
North Conference Room

Minutes

1) Call to Order, Roll Call

Present:
Chair Timothy Carr
Vice Chair William Gebhardt
Board Member Dennis Engel
Board Member Colin Boyd
Board Member Daniel Gannon
Board Member Jeff McLean
Board Member Inge Plautz
Board Member Bruce Sipiora
Board Member Tracy Johnson **-- Absent**
Board Member Michael Kramer – **Absent**

Chairman Carr called the meeting to order at 8:05 a.m.

2) Approval of Meeting Minutes from July 25, 2023

Action
Board member Engel made a motion to approve the meeting minutes from July 25, 2023.
Board member Gannon seconded the motion.
A voice vote was taken; vote passed (8-0)

RESULT:	**Approved [Unanimous]**
MOVED BY:	Board Member Engel
SECONDED BY:	Board Member Gannon
AYES:	Carr, Gebhardt, Engel, Boyd, Gannon, McLean, Plautz, Sipiora
ABSENT:	Johnson, Kramer

3) Port Washington Road Zoning

Assistant Director Zader explained that an inventory of the businesses along Port Washington Road was done, and a map was created showing different draft districts, which is included in the Board packet. He stated that the zoning code is very diluted in terms of the uses. It was determined after identifying all the nonconforming uses, that there are several, and they are spread out along the corridor. He stated that staff needs feedback from the Board regarding creating nonconforming uses as there are some consequences for the businesses and the city as well as how to best address non-conformities.

Asst. Dir. Zader stated that there are three options of approach:

1. To tweak the current districts, which will not have much of an impact.
2. Expand the overlay but not allow at Donges Bay, with concentration on the south end of Port Washington Road.
3. Modify, which would not have a big impact on land use in the long term.

The Board agreed that the middle road approach (#2) is the most appropriate course of action.

The board discussed the various uses along Port Washington Road. It was agreed that the end goal is to have more concentrated areas of similar uses. Staff will work to revise the zoning language with a distinction of uses, contemporize use types and definitions between the districts.

The Board supports a market analysis of the area with funding available in the Community Development budget and/or TIF funds.

Recommendations made by voice vote:

- Support of a market analysis to be funded by TIF and DCD funds; the scope of the analysis to be determined by the Board and Common Council.
  Yes vote 5:3

  It was discussed that staff would include alternative land uses to office and retail as part of the analysis and look at similar communities to see what concepts have been implemented.

- Identifying long term locations for multi-family housing at in-fill sites (define type of housing that would be allowed).
  Yes vote 6:2

- Should nonconforming uses be limited and should this review be conducted at the above mentioned middle road approach.
  Yes vote 8:0

- Should the overlay be extended to capture some of the nonconformity uses and capture some of these uses at the south end.
  Yes vote 7:1

- Identify certain identified sites, that would require special design requirements to achieve some of the character or open space features desired.
  Yes vote 8:0

4) October Event - Super Steel

   Chairman Carr stated that Super Steel had a wonderful celebration event that was attended by some of the officers of the city.

   Staff is working to secure a date with Super Steel to arrange for a tour of their site to celebrate manufacturing month.

5) Staff Updates

   Director Tollefson stated that ReFresh, going into Ferrante's location, was approved at Planning Commission for their use but they need to bring back design plans for approval of their building.

   The Concordia fish hatchery also was approved for their use but need to bring back architectural modification designs for final approval.

   Director Tollefson reminded the Board that the Common Council is supportive of the southwest industrial park initiative but it will not be budgeted to begin hiring the necessary contractors until 2024.

6) Announcements

   The next meeting scheduled for October 24, 2023, may be changed. Staff will send out an email if a date change occurs.

7) Adjourn

   Action
   Alderman Gebhardt made a motion to adjourn the meeting.
   Board member McLean seconded the motion.
   A voice vote was taken; vote passed (8-0)

   The meeting concluded at 9:35 a.m.

   Respectfully Submitted,

   Kim Tollefson
   Director of Community Development

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www.ci.mequon.wi.us **Office of Community Development**

TO: **Economic Development Board**
FROM: **Jac Zader, Assistant Director Community Development**
DATE: **October 31, 2023**
SUBJECT: **TIF Policy Review**

Background

On October 10, 2023, the Common Council Committee of the Whole reviewed the proposed TIF #4 and #5 policy guidelines which included a list of uses that would not be eligible for the increased incentive. Staff has modified the policy based on input from the committee members and will be presenting the item to the Common Council at their meeting on November 14, 2023, for final approval. Staff is requesting the Economic Development Board review the final policy and propose any changes prior to Common Council action.

END OF MEMO

Attachments:
TIF 4 and 5 Nov 2021 new (DOCX)
Fast Track (XLSX)
High Priority Sites - 3 (PDF)

TIF Policy for TIF#4 and TIF#5

November 2023

The following policy has been created by the Economic Development Board of the City of Mequon for TIF districts #4 and #5.

I. Purpose

The purpose of this policy is to provide guidance regarding the City of Mequon's use of Tax Increment Financing (TIF) in Districts #4 and #5.

II. Goal

The goal of the City of Mequon's use of Tax Increment Financing is to diversify its economic base through the retention and expansion of existing businesses, the redevelopment of the areas that are blighted or in need of redevelopment, the attraction of new commercial sites and employment centers and other projects of special community interest. These goals will help to establish new employment opportunities for residents and expand the tax base. These guidelines are intended to provide general direction on the use of TIF funds.

III. Primary Objectives

A. Implement a proactive approach to local economic development through public/private partnerships.
B. Align financial programs/tools with new zoning regulations to facilitate the redevelopment and attract desired and marketable land uses revitalization of the Port Washington Road Corridor.
C. Acquisition and consolidation of parcels for comprehensive redevelopment opportunities.
D. Enhance architectural and site design, as well as street design, to improve the aesthetic quality of the commercial corridor.
E. Assist City in implementing its overall economic development goals.

IV. Financing

1. "Pay as you Go" TIF – The City will use "pay as you go" as a method to help reduce the financial exposure of the City. Under this financing method the developer pays for the upfront costs of the project. The City would provide a

Municipal Revenue Obligation (MRO) which establishes the criteria for payments to the developer from future tax increment to allow them to recoup a portion of their initial investment. The Fast-Track formula shall be used to determine the amount of incentive available for the project and all criteria must be met.

V. TIF Incentive Criteria

All requests for TIF assistance will be required to demonstrate that the tax increment estimated to be generated by the project will be sufficient to payback any TIF assistance provided by the City (including applicable interest expenses) in support of the project. In order to meet the "but for" test, it must be demonstrated that the project would not take place at the desired level or timeframe without TIF assistance. Projects that would be likely to proceed without receiving TIF funds will not be eligible for assistance.

A. Tier 1 Incentive
Projects located with either TIF #4 or #5 shall utilize the fast-track formula to calculate the incentive including the 5% bonus. The incentive will utilize the Pay-As-You-Go (Developer Financed) structure with a maximum payment of 15 years or the life of the district whichever comes first. The project must create a minimum value of 1.5 million over the existing improvement value. In order for the site to qualify for the incentive, complete demolition of the existing building/s on the site is required. For sites that include multiple buildings, a project is considered eligible if one or more of the buildings are demolished as part of the development project.

B. Tier 2 Incentive
For projects that combine multiple existing parcels in accordance with the project plan, or are within a high priority area as shown in Section VIII, the developer incentive in the fast-track formula is 15%. Ineligible uses as listed in Section VIV are not eligible for the increased incentive. The payback period is not limited to 15 years and may extend though the life of the TID.

VI. Developer Requirements

Guarantees: In order to receive direct TIF assistance, a developer must agree to provide guarantees to the city to cover any shortfall in costs not paid by increment. These may include construction guarantees, letters of credit, personal or corporate guarantees and/or minimum payment agreements.

Financial Information: The business receiving the development incentives shall provide the City with sufficient financial information to document that the business is financially stable. Personal financial records will remain confidential subject to the requirements of the Wisconsin Open Records law.

VII. Enhancements to Port Washington Road

In order to spur redevelopment along the south Port Washington Road corridor, the Board recommends using existing or future unallocated increment for the planning and implementation of public improvements including but not limited to studies, expert consultants, lighting, landscaping, signage, and public art.

VIII. High Priority Sites

High priority sites are those defined by the EDB as shown on the attached map.

VIV. Ineligible Uses

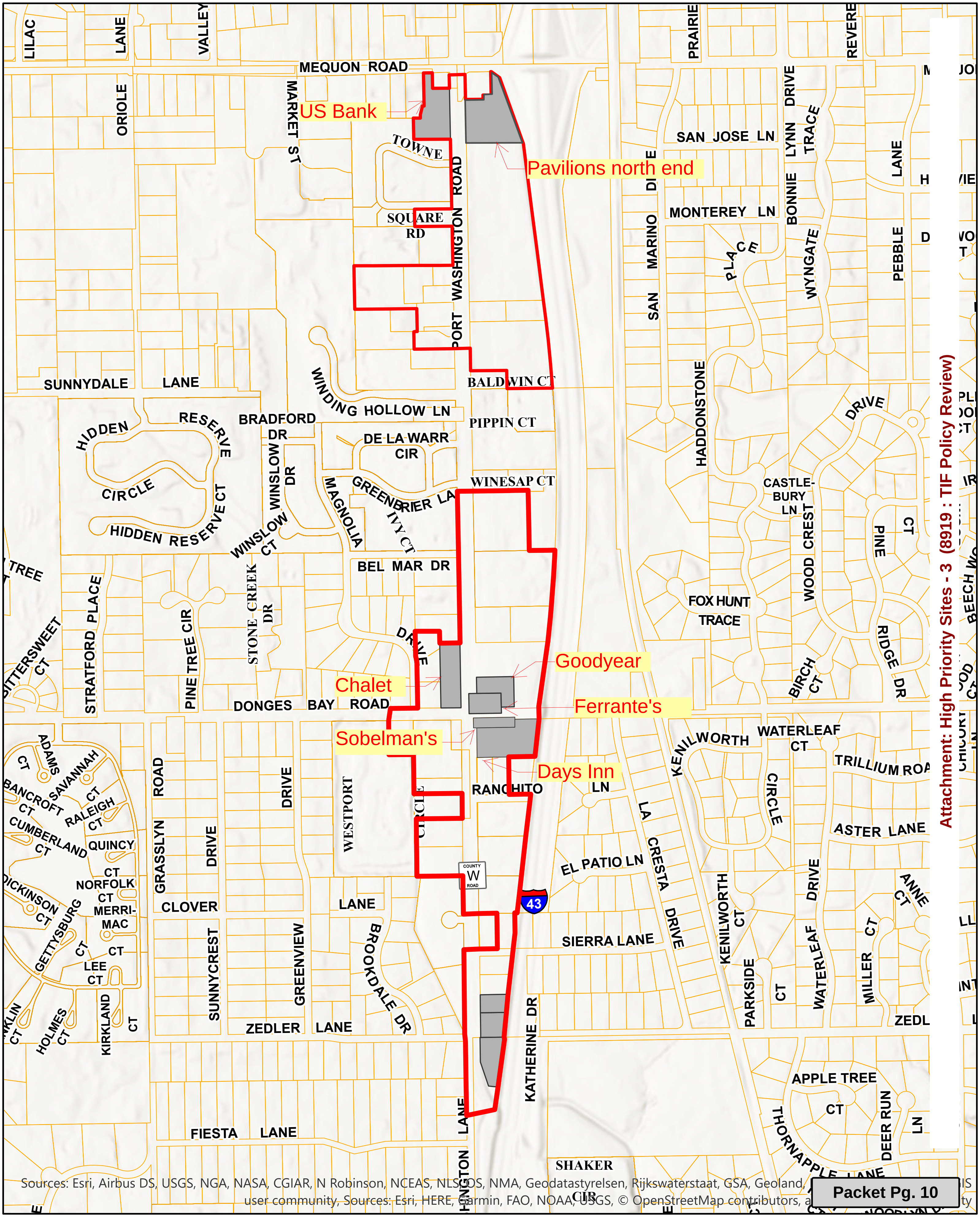
The following uses are not eligible for the Tier 2 incentive:

- Community Based Residential facilities with 16 residents or less.
- Hospice
- Residential development without a commercial component.
- Religious Institutions
- Funeral Services
- Fast Food Restaurants
- Public Administration facilities
- Public or Private Schools
- Principle Parking Facilities
- Financial and insurance institutions
- Gambling operations
- Sexually Oriented business
- Gas Station and Auto Service or Convenience Facilities
- Auto Dealerships
- Light industrial uses
- Indoor shooting ranges
- Resale establishments
- Storage facilities

Fast Track Examples

Tier 1		Tier 2	
Base Improvement Value	$500,000	Base Improvement Value	$500,000
Site Repair and Demo	$500,000	Site Repair and Demo	$500,000
Gap	$1,000,000	Gap	$1,000,000
New Building Value	$7,000,000	New Building Value	$7,000,000
5 % incentive	$325,000	15 % incentive	$975,000
Total incentive	$1,325,000	Total incentive	$1,975,000
Annual Tax Amount	$88,593	Annual Tax Amount	$88,593
Payback length (Years)	16	Payback length*	23
		Payback based on full term	$1,975,000
		Max at TIF closure (currently 17 years)	$1,506,082

TIF 4 & 5 HIGH PRIORITY SITES



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Office of Community Development

TO: Economic Development Board
FROM: Kim Tollefson, Director of Community Development
DATE: October 31, 2023
SUBJECT: Refresh Aesthetic Center TID No. 5 Tier 2 Incentive

Background:
DJS Land Management LLC is requesting a Tax Increment Financing District #5 incentive under the Fast Track Formula, which is a pay-as-you-go reimbursement of expenditures associated with demolition. This request runs concurrent with a redevelopment proposal for the property located at 10404 North Port Washington Road, which is the former Ferrante's restaurant site. Refresh Aesthetic Center, a 4,382 square foot, two-story, new constructions MediSpa is intended. The project is scheduled for action by the Planning Commission on December 4, 2023**.** The following outlines the criteria of the Fast Track incentive formula for Tier 2:

- Tier 2 incentives are designated for a project that combines multiple parcels or is located within a high priority area as determined by EDB. A 15% incentive is authorized for such high priority sites.

- The payback period may extend to the life cycle of the TID.

- The maximum incentive allowed is the "gap", which is defined as the removal of base improvement value plus the cost of site demolition costs and a 15% incentive.

Application: DJS Land Management application shows the following:

- A total new construction value estimated at $4.8M, which is a net value of $4.26M beyond the current improvement value of $237,000.

- A total eligible incentive under the Fast Track Formula of $1,021,450.

- A payback period, based on estimated annual tax revenue would occur in 17 years, which is beyond the life of TID. The application is eligible for 13 years because TID #5 has a statutory closure date of 2039, and the proposed project will not be completed until March of 2025. Under this project completion date, the estimated total eligible incentive is $808,500.

Included in the Board's review is the estimated demolition costs for demolition and site repair and the Fast Track Formula under the City's TID incentive policy as it applies to the subject redevelopment site.

The recommendation of the Economic Development Board for the incentive will be forwarded to the Finance & Personnel Committee and the Common Council for action on November 14, 2023 (please see attached the proposed development plans).

Staff Summary: Staff recommends approval of the incentive request as it meets the standards to qualify for TID funds under the approved Fast Track Formula. In addition, the project will generate a net financial benefit to TID. The approval is subject to a development agreement outlining expectations of the project and financial standards (draft included).

Tier 2		
Base Improvement Value	$	237,000.00
Site Repair and Demo	$	100,000.00
Gap	$	337,000.00
New Building Value	$	4,800,000.00
15 % incentive	$	684,450.00
Total incentive	$	1,021,450.00
Annual Tax Amount	$	62,192.32
Payback length*		17.42405335
Max at TIF closure (currently 17 years)	$	1,057,269.46

Attachments:
Refresh TID 5 Incentive DA Resolution CC 11.14.23 (DOCX)
Refresh DEVELOPMENT AGREEMENT EDB Draft 10.31.23 (DOCX)
Refresh TID Application 10.31.23 (PDF)
Refresh Aesthetic 10.11.23 (PDF)
Refresh Landscape Plan (PDF)

A. Tax Increment District No. 5 offers redevelopment incentives for projects including demolition and site repairs.

B. Tax Increment District No. 5 encourages redevelopment of parcels located within the district boundary through the combination of lands, new land uses and removal of underutilized or undervalued structures.

C. The proposal by DJS Land Management LLC complies with the standards of the City's Fast-Track Formula Tier 2, for an estimated incentive of $808,500 related to a proposed redevelopment project located at 10404 N. Port Washington Road with an estimated value of $4.8M and a payback period of 13 years.

D. Adequate funds are available in the TID No.5 for the incentive. Adequate time remains in the life of TID No. 5 for a partial repayment of the total eligible incentive prior to closure of the TID.

E. The Economic Development Board, at its meeting on October 31, 2023, approved staff's recommendation to authorize the incentive.

F. The Finance and Personnel Committee, at its meeting on November 14, 2023, approved authorization of the incentive.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that:

1. The Development Agreement between the City and DJS Land Management, LLC, for an estimated incentive in the amount of $808,500, the form as attached is approved.

2. The Mayor, City Clerk, and other appropriate City staff are directed and authorized to execute the Development Agreement as well as any necessary ancillary contractual documents which are subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney, and then to deliver the same.

DEVELOPMENT AGREEMENT

This Development Agreement is made as of the ___ day of ________, 2023, by and among the City of Mequon, Wisconsin, a Wisconsin municipal corporation ("City") and DJS Land Management LLC, a Wisconsin Limited Liability Company ("Owner/Developer").

RECITALS

(i) Owner/Developer has acquired the land described on Exhibit A attached hereto ("Property") for the purpose of redevelopment/development in strict accordance with this Agreement and the development plans approved by the City of Mequon, which are listed on Exhibit B (the "Approved Plans") and all other plans as approved and on file with the Department of Community Development (the "Development").

(ii) Owner/Developer will own and will be responsible for management and operation of the Development.

(iii) It is the desire of the City to foster and promote economic development in the City so as to expand the tax base and create new jobs, all in furtherance and compliance with the Port Washington Road TID No. 5 Project Plan, as defined below. The proposed Development of the Property in accordance with the terms and conditions of this Development Agreement will be in the public interest and will serve a public purpose.

(iv) The Development will increase the taxable value of the City of Mequon, as well as its commercial vitality, providing a substantial benefit to the City and the public, and the Development is and will be consistent with the TID No. 5 Project Plan.

(v) Certain financial incentives including, but not limited to, the TID No. 5 Fast Track Incentive are herein provided, and the Development will not occur in their absence.

(vi) The parties to this Agreement have caused to be created this Development Agreement for the purpose of setting forth certain rights, duties and obligations of the parties with respect to the development of the Property and have approved its terms, and authorized their respective officers, directors and managers to execute it on their behalf.

Now, Therefore, in consideration of the recitals and mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) "Acceptable to the City" means, in varying applications of that term in this Agreement, that the matter under review and scrutiny by the City and Ehlers and Associates, its financial consultant, complies with this Agreement in all respects, and/or adheres to applicable laws, ordinances, building codes, rules, and regulations, and/or generally practiced and prudent underwriting and financial evaluation principles, standards and practices as relates to pro forma projections for the Development, cost estimates, bids and prices, terms of construction contracts and permanent financing, and the financial statements of Owner/Developer as well as amounts and terms for the investment of equity capital in the Development, as will reasonably lead to the good faith conclusion that the risks to the public herein contracted are reasonable and manageable under the circumstances, and in relation to the public benefit of this Development Agreement. Materials submitted to the City for such review shall be objected to within ten (10) business days, or shall be deemed acceptable to the City, except wherein review by the Planning Commission shall be required, in which case the review period shall be twenty (20) days, or by the Common Council, in which case the review period shall be thirty (30) days. The foregoing is not intended to impose additional requirement for review by the Planning Commission or the Common Council except in such circumstance in which such review shall be otherwise required by law. Any item included within Exhibit B as part of the definition of "Approved Plans" shall be deemed to be Acceptable to the City.

(b) "Affiliate" means: (i) a person or an entity that directly or indirectly controls, or is controlled by, or is under common control with, Owner/Developer, or (ii) a person or entity that directly or indirectly beneficially owns or holds any ownership interest in Owner/Developer unless that person or entity has no authority or right of management or control of Owner/Developer; or (iii) any person or entity in which Owner/Developer has an ownership interest unless that person or entity has no authority or right of management or control of Owner/Developer; or (iv) any person or entity that is an officer or director, general partner or managing member of Owner/Developer. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, by operation of law, or otherwise.

(c) "Available Tax Increment" means Tax Increment actually collected by the City with respect to the Property (including Tax Increment on Personal Property) for the TID No. 5 Special Fund.

(d) "Building and Site Improvements" shall mean the construction and installation of building and site improvements on the Property, in accordance with the Approved Plans, and also in compliance with all applicable requirements of federal, state and local construction, erosion control, fire, building, electrical, plumbing, HVAC, storm water, grading, and landscaping ordinances, laws, regulations, and codes, and all additions and/or alterations to these initially constructed building and site improvements on the Property.

(e) "Completion Value" means the actual total assessed valuation of the Project (real and personal property) as of January 1 the year following completion of the Development.

(f) "Fast Track Improvements" means the improvements defined in Section 4(d) below.

(g) "Fast Track Improvements Cost Breakdown" means the current complete cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying the Fast Track Improvements Costs shown on Exhibit D.

(h) "Fast Track Incentive" means the money to be paid by the City, out of TID District No. 5 Tax Increment resulting from the Development, to Owner/Developer, defined in Section 4(d) below, as estimated on Exhibit D, and subject to adjustment after completion of the Fast Track Improvement and the limitations thereon, as provided herein.

(i) "General Contractor" means: The general contractor or general contractors hired by Owner/Developer to construct the Development or components of the Development under one or more contracts. General Contractor may include Owner/Developer to the extent it makes direct contracts for construction, furnishing or fixturing of parts of the Development.

(j) "Owner/Developer" means: Blue Ribbon Self Storage III, LLC, and permitted successors and assigns as approved by the City, which shall have the exclusive management of the Project.

(k) "Project" means a development as referred to and described in the Approved Plans listed on Exhibit B. and including:

- Demolition of existing structures;
- Removal of underground oil tank;
- Removal of asbestos;
- Utility disconnection;
- Excavation;
- Fill and rough grading of demolition areas;
- Filling, grading, removal and installation of utility services, installation of roads, sidewalks, driveways, walkways, curbs and gutters, parking lot(s); and all other site work as may be required in connection with the development and associated parking, and alterations to public rights of way;
- Construction and installation of all other improvements as may be required in order to comply with the Approved Plans which incorporate the zoning ordinances, building codes, and any other applicable rules and regulations identified in Exhibit B;

(l) "Project Completion Date" means the date of completion of the Project, which shall be no later than March 1, 2025.

(m) "Project Plan" means the Project Plan for the City of Mequon Tax Incremental District No. 5, as may be amended from time to time.

(n) "Tax Increment" means the amount of tax collected from the Property and the Building and Site Improvements to be constructed on the Property by Owner/Developer, and the personal property installed or located on the Property which is subject to personal property tax (the "Personal Property"), less the Tax Increment Base, as calculated with reference to and in accordance with the provisions of Section 66.1105 (2)(i) through (m) of the Wisconsin Statutes.

(o) "Tax Increment Base" means the amount of tax collected on the equalized value determined as of January 1, 2023 of the Property.

(p) "TIF District" or "TID No. 5" means City of Mequon Tax Increment District No. 5.

2. Conditions Precedent: Owner/Developer's Obligations. In addition to all other conditions and requirements set forth in this Agreement, the obligations of the City under this Development Agreement are conditioned upon the satisfaction of each and every one of the following conditions:

(a) At its cost, Owner/Developer has provided Fast Track Improvements Cost Breakdown estimates to the City, in the form as shown on Exhibit D, certified by Owner/Developer and the General Contractor as presenting the then most accurate and complete Fast Track Improvements Cost Breakdown available, and which will demonstrate that estimated Fast Track Improvements Costs are $100,000.00.

(b) Owner/Developer has, at its cost, provided the City with a timetable for completion of the Project.

(c) Prior to the execution of this Agreement, Owner/Developer shall provide the City with evidence satisfactory to the City that Owner/Developer is authorized to enter into this Agreement and that the persons signing this Agreement on behalf of Owner/Developer are authorized to sign this Agreement. Prior to the execution of this Agreement, Owner/Developer, at its cost, shall provide a certified copy of its articles of organization, operating agreement and its resolutions and a certificate of status issued by the Wisconsin Department of Financial Institutions. Such formation documents and resolutions must be acceptable to the City and must show a state of facts as to ownership, management and control acceptable to the City.

(d) Prior to the execution of this Agreement, Owner/Developer shall provide a certificate of incumbency and resolutions or consents of its board, all of which resolutions and consents shall show that Owner/Developer has been duly authorized to enter into this Agreement and all other agreements, documents and contracts required to be executed by it in connection with the transactions which are the subject of this Agreement.

(e) No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement.

If all conditions contained in this Section are satisfied within the time periods for satisfaction of such conditions as set forth above or if such conditions are waived in writing by the City within the time periods for satisfaction of such conditions as set forth above, of if the City fails to disapprove or object to any of the deliverables furnished by or performance of Owner/Developer as to such conditions within ten (10) business days of receipt by the City, then the above conditions shall be deemed satisfied. The City shall issue a certificate (the "Certificate") confirming that all of the above Conditions Precedent have been satisfied or waived, which can be relied on to confirm that the obligations in this Section have been satisfied. If the City shall timely disapprove or object to the deliverables or performance of Owner/Developer specifying the reason(s) for which the matter is not satisfactory to the City, Owner/Developer shall have ten (10) business days to cure by resubmission of satisfactory deliverables or performance. In the event Owner/Developer does not timely resubmit or the resubmission is unsatisfactory to the City, the City, at its option, exercised in its reasonable discretion, may terminate this Agreement, by providing written notice to the Owner/Developer as provided herein, in which event, none of the parties to this Agreement shall have any further liability or obligation to the other parties; provided, however, Owner/Developer shall pay all costs and expenses incurred by the City, up to a total amount of $10,000, in connection with the Project and the preparation and negotiation of this Development Agreement, including without limitation, attorneys' fees and the fees of the City's outside financial consultant.

3. <u>Representations and Warranties and Covenants of Owner/Developer</u>. Owner/Developer represents and warrants to the City to the best of its knowledge, and covenants with the City as follows:

(a) All copies of preliminary cost estimates, and final costs of the Fast Track Improvements and agreements related to them, which Owner/Developer has furnished to the City are true and correct in all material respects. There has been no material adverse change in the cost estimates of the Fast Track Improvements since the date of the last cost estimate furnished by Owner/Developer to the City.

(b) Owner/Developer has paid, and will pay when due, all property taxes on the Property prior to any such taxes becoming delinquent.

(c) Owner/Developer will pay for all work performed and materials furnished for the Required Offsite Improvements, which upon completion, final inspection and acceptance by the City, shall be dedicated to the City, or State of Wisconsin, as applicable. City confirms this Required Offsite Improvements work is not subject to any public bidding requirements, but that Owner/Developer's contractor shall provide notice to the City 3 days prior to commencement of that work, in order to allow the City to inspect the work.

(d) No statement of fact by Owner/Developer contained in this Agreement and no statement of fact furnished or to be furnished by Owner/Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

(e) Owner/Developer is a duly organized Wisconsin limited liability company and is duly formed and validly existing and has the power and has or will have all necessary licenses and permits to own the Property and to carry on its business at the Property.

(f) The execution, delivery and performance of this Agreement have been duly authorized by all necessary board action of Owner/Developer and constitute the valid and binding obligations of Owner/Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

(g) The execution, delivery, and performance of Owner/Developer's obligations pursuant to this Agreement will not violate or conflict with Owner/Developer's formation documents nor will the execution, delivery, or performance of Owner/Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Owner/Developer or the Project.

(h) There is no litigation or proceeding pending or threatened against or affecting the Project or Owner/Developer’s interest in the Development.

(i) No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement.

(j) Prior to completion of the Project Owner/Developer will not sell, transfer or convey the Property except to an Affiliate who shall take title subject to this Agreement. This shall not prevent the mortgaging of the Property.

(k) Construction of Project shall commence not later than the date required by the Planning Commission or permitting listed in the Approved Plans. The building on the Property will be deemed completed upon occurrence of all of the following: a certificate of occupancy is issued by the appropriate governmental authorities for all spaces intended to be occupied in the building.

(l) Owner/Developer will cause the Project to be completed in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City and County, all environmental laws, rules, regulations and ordinances, and all terms and conditions of this Agreement.

(m) The Owner/Developer understands that the permitted uses for the Development are as enumerated in the designated zoning district of the City of Mequon for the Property, and agrees to use the Development in compliance with this zoning and the Planned Unit Development ordinance.

(n) The representations and warranties contained herein shall be true and correct at all times during the term of this Agreement.

4. Covenants of City. The City covenants with the Owner/Developer as follows:

(a) City will expeditiously provide to Owner/Developer and its lenders such information as is reasonably requested by them. City will provide Owner/Developer's lender(s) such estoppel certificates and other assurances as may be reasonably requested of City.

(b) The City shall cooperate with Owner/Developer throughout the development of the Project and shall promptly review and/or process all submissions and applications as expeditiously as possible, taking into account applicable laws, rules, regulations and ordinances.

(c) Subject to the verification of the costs incurred by Developer/Owner for the Fast Track Improvements (as defined herein) in accordance with section 4(d)(vii) below, the City, through TID No. 5 shall provide the Fast Tract Incentive to the Owner/Developer to offset part or all of the site repair and demolition costs (the "Fast Track Improvements"), as indicated and described in the Fast Track Improvements Cost Breakdown appended to this Agreement as Exhibit D, in the manner provided herein, and subject to the following terms, conditions and procedures.

i. In the event Owner/Developer completes construction of the Project in the time and manner required herein, the City agrees that this Agreement shall constitute a Municipal Revenue Obligation under the terms contained herein (the "MRO"), in the amount of the Fast Track Incentive. The total amount of the Fast Track Incentive shall be calculated using the total project gap, defined to be the "Base Improvement Value" (as shown on Exhibit D) plus the Owner/Developer's actual costs of completing the Fast Track Improvements. The total Fast Track Incentive currently available is $808,500 based upon an estimated Completion Value and Completion Date of the Development being $4,800,000.00. The total Fast Track Incentive shall be paid from Available Tax Increment in annual installments equal to 100% of the Available Tax Increment in accordance with the payment schedule attached hereto as Exhibit H (the "MRO Repayment Schedule"). The obligation to make such payments shall terminate as provided in section 4(d)(vi) and (viii) below, or at the earlier of the end of the currently remaining life of TID No. 5, the date the full Fast Track Incentive has been paid to Owner/Developer, or as provided in Section 12 below. The Municipal Revenue Obligation shall not bear interest, and shall be a project cost of TID No. 5.

ii. In addition to the logs and reports to be provided to the City pursuant to section 2(h), Owner/ Developer will provide notice to the City when the Project site excavation is complete and before the excavation is refilled, to allow the City to verify the amount of excavation and condition of the soils.

iii. Payments on the Municipal Revenue Obligation shall be payable solely from the TID No. 5 Special Fund, and only to the extent that the City shall have received as of such payment date Available Tax Increment generated by the Property and the Personal Property, and no MRO Default shall have occurred, and shall not be an obligation of or a charge against the City's general credit or taxing power.

iv. After the Project Completion Date, for Available Tax Increment paid by Owner/Developer and collected by the City in the year in which the tax bill is generated or by the following July 31st, the payment date for the Municipal Revenue

Obligation shall be September 1st. By way of example, if the Project shall be completed and the Personal Property fixtures and equipment installed and fully assessable on or before January 1, 2024, then the tax bill generated in December, 2024 and paid by Owner/Developer on or before July 31, 2025 will result in a Fast Track Incentive payment to Owner/Developer on September 1, 2024. All obligations for payment of the Municipal Revenue Obligation shall terminate with the end of the final year of TID No. 5 as provided in Section 66.1105, Wisconsin Statutes, or may be sooner terminated as provided in accordance with this section 4 or Section 12 below.

v. Owner/Developer understands and agrees that the Municipal Revenue Obligation of City hereunder will be payable only to the extent that there exists Available Tax Increment as defined herein and generated pursuant to Section 66.1105, Wisconsin Statutes with respect to the Property and Personal Property, and no MRO Default has occurred under this Agreement, and will never represent or constitute general obligation debt or bonded indebtedness of the City, the State of Wisconsin or any political subdivision, all pursuant to the provisions of Section 66.1105, Wisconsin Statutes.

vi. To satisfy in full the City's obligations under the Municipal Revenue Obligation, the City shall have the right to prepay the outstanding balance of the Municipal Revenue Obligation at any time. The prepayment option is available to provide the City the option of early termination of TID No. 5.

vii. Upon completion of the Fast Track Improvements, Owner/Developer will provide to the City's independent financial consultant under a confidentiality agreement all contracts, costs, books and records pertaining to the Project as a whole, and for the Fast Track Improvements to verify actual Project and Fast Track Improvements costs incurred. City assumes no obligation to Owner/Developer for the sufficiency or adequacy of such reviews, it being acknowledged that such reviews are made for the sole and separate benefit of City. Any and all notes and copies of records made by or on behalf of the City related to such reviews shall be treated as confidential to the full extent permitted by law. The fact that City may make construction reviews shall in no way relieve Owner/Developer from its duty to independently ascertain that the construction of the Project is being completed substantially in accordance with the approved Plans.

viii. If the total Project costs actually incurred by Owner/Developer for the Project taken as a whole, including the Personal Property, are less than $4,760,000, then the Owner/Developer shall not qualify for the Fast Track Incentive, In such case, City and TID No. 5 shall be under no obligation to provide the Fast Track Incentive to Owner/Developer, City shall provide Owner/Developer notice of the termination of this obligation, the Guaranteed Tax Increment obligation in section 12 below shall terminate, and the Tax-Exempt Covenant in section 11 below shall terminate.

ix. Notwithstanding this above, and as illustrated in the MRO Payment Schedule, with the exception of the final annual payment, no annual payment of the Fast Track Incentive (a "Scheduled Payment") may exceed 100% of the Available

Tax Increment generated by the Property and the Personal Property, charged on the real and personal property tax bill issued in the prior year (the “100% Limit”). Therefore, if there is insufficient Available Tax Increment in any year to pay the Scheduled Payment out of 100% of the Available Tax Increment, the deficiency shall be deemed a “Shortfall”. If in a later year, 100% of the Available Tax Increment is greater than the regularly Scheduled Payment, the amount in excess of the Scheduled Payment but not exceeding the 100% Limit, shall be paid to Owner/Developer for the oldest Shortfall first, to the extent such amounts are available and until all Shortfalls are paid. The final year payment shall be a balloon payment equal to the total amount outstanding amount of the Fast Track Incentive less any payments made pursuant to the terms of this Agreement, provided that the total Available Tax Increment collected over the term of this Agreement is sufficient to cover the amount of the Fast Track Incentive. Under no circumstance shall the City pay more to the Owner/Developer than the total amount of Available Tax Increment generated by the Project and collected by the City during the term of this Agreement.

5. Default. The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder.

(a) Owner/Developer shall fail to pay any amounts due from it under this Agreement on or before thirty (30) days following notice of nonpayment when due; or

(b) Any representation or warranty made by Owner/Developer in this Agreement, or any document or financial statement delivered by Owner/Developer pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given and not curable; or

(c) Owner/Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from City to Owner/Developer (or such longer period of time as is necessary to cure the default as long as Owner/Developer has commenced the cure of the default within the 30-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than 120 days following the notice thereof from the City); or

(d) Owner/Developer shall: (i) become insolvent or generally not pay, or be unable to pay, or admit in writing its/his inability to pay, its/his debts as they mature; or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or (iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it/him in bankruptcy or any similar proceeding, or have such a proceeding commenced against it/him, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Owner/Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or (v) apply to a court for the appointment of a receiver or custodian for any of its/his assets or properties, or have a receiver or custodian appointed for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment; or (vi) adopt a plan of complete liquidation of its/his assets; or

(e) If Owner/Developer shall cease to exist; or

(f) A default shall occur under any other documents executed with and delivered to the City in connection with the Project, and remain uncured within in 60 days following notice thereof from the City.

6. Remedies.

(a) Upon the occurrence of any Default by Owner/Developer, without further notice, demand or action of any kind by the City, the City may, at its option, pursue any or all of the rights and remedies available to the City at law and/or in equity against Owner/Developer and/or the Project, except that, as provided in Paragraph 6(b) below, the City shall only have the right to suspend performance of any of its obligations or covenants under this Agreement and/or to terminate this Agreement, as stated therein. Except as may be otherwise specifically set forth herein, no remedy herein conferred upon the City is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of the City in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy. Notwithstanding any of the foregoing authorizations, the City shall have no duty or obligation whatsoever with respect to any of the matters so authorized.

(b) Notwithstanding anything contained herein to the contrary, acknowledging that the remedy of stopping payment to Owner/Developer or its permitted assigns, of amounts otherwise due it under the MRO is a heavy penalty which should not be invoked for a small and immaterial default, or a material, but curable default provided Owner/Developer is diligently pursuing a cure of the default, the parties hereto agree that no default hereunder shall result in the termination of the City's obligations to pay the Fast Track Incentive under the MRO except for a MRO Default, which shall be defined as a default under the provisions of Paragraph 6(a) above regarding warranties or representations which are not curable, or a default of the Tax-Exempt Covenant or under the Guaranteed Tax Increment below, which are not paid within 30 days after notice from the City. Except for an MRO Default, no default shall cause the termination or postponement of the City's obligation to perform any one or more of its obligations under the MRO including, but not limited to, any payment obligations on the MRO. In the event of an MRO Default, the City may immediately with only concurrent, but not prior notice to Owner/Developer, suspend its obligation to make any further payments on the MRO. Further, the termination of City's obligation to make payments under the MRO shall not terminate City's obligation to reimburse Owner/Developer for the City Owned Improvements provided that Owner/Developer satisfies all requirements with respect to same.

7. Costs. All reasonable fees, costs and expenses incurred by the City, including that for City Staff time and attorneys and consultant's fees, expended and incurred in connection with the negotiation, preparation and drafting of this Agreement, and all documents and agreements executed in connection therewith, as well as the inspection and approval of all deliverables relating to authority, and any other considerations necessary to creation of this Development Agreement, which are required to be provided the City, shall be paid by Owner/Developer in an amount not to exceed $10,000. Said amount shall not include, and shall be in addition to amounts which Owner/Developer shall be obligated to pay for plan reviews, permitting, and inspections which shall be separately charged by the City at the usual and customary rates. The Owner/Developer shall pay all costs and expenses associated with the enforcement of the City's rights against Owner/Developer under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Owner/Developer. Any and all such fees, costs and expenses incurred by the City which are to be paid by the Owner/Developer, shall be paid by Owner/Developer to the City within 30 days of demand by the City.

8. City's Right to Cure Default. In case of failure by Owner/Developer to pay any fees, assessments, charges or taxes arising with respect to the Project or to comply with the terms and conditions of this Agreement or any other document, contract or agreement affecting the Project, the City shall have the right, but shall not be obligated, to pay such fees, assessments, charges or taxes or take such action as is necessary to remedy the failure of Owner/Developer to comply with the documents, contracts or agreements affecting the Project, and, in that event, the cost thereof shall be payable by Owner/Developer to the City.

9. Parking. Owner/Developer understands and agrees that it shall be Owner/Developer's obligation to provide adequate parking for the Project complying with all applicable laws, rules, regulations and ordinances, and in conformity with the site plan which is included within the Approved Plans.

10. Signage. All signage installed at the Project, both during construction and after completion of the Project, must comply with all applicable laws, rules, regulations and ordinances, and shall conform to the sign plan included in the Approved Plans. All signage shall be maintained, repaired and replaced as necessary to ensure it remains in good order by Owner/Developer at its expense.

11. Real Estate Taxes and Assessments.

(a) Owner/Developer agrees to pay before delinquent all generally applicable real and personal property taxes assessed and levied against the Property and the Personal Property by the City under its applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the City with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.

(b) In addition, Owner/Developer agrees to pay timely to the City all special assessments as may be assessed or levied in connection with the Project under the applicable special assessment laws, rules, regulations, ordinances and rates in effect at the time said special assessments are assessed or levied, but any special assessments or charges to be paid in connection with the initial construction of the Project are as shown on Exhibit E.

(c) Owner/Developer agrees that it will not sell, lease, assign or otherwise transfer or convey any interest in the Property to a person or entity exempt from general property taxation or in a manner which would cause all or any portion of the Property to be exempt from general property taxation (the "Tax-Exempt Covenant"). The provisions of the Tax-Exempt Covenant shall be included in the Memorandum of Development Agreement which is attached hereto as Exhibit F, which Tax-Exempt Covenant will run with the land and will be binding upon the Owner/Developer and the Property and/or lessee and/or mortgagee of all or any portions of the Property, and their successors and assigns, but only until the earlier of the expiration of the currently remaining term of TID No. 5, or the date on which the full Fast Track Incentive amount has been paid to Owner/Developer. In the event a court finds this Tax-Exempt Covenant is not valid or enforceable or if for any reason the Tax-Exempt Covenant is terminated, then Owner/Developer and its successors and assigns shall make a payment in lieu of taxes to the City, equal to the amount of taxes that would be due if the Property or owner was not tax exempt, but if Owner/Developer pays the Differential Payment required in Paragraph 12 below, no amount shall be due hereunder.

12. Guaranteed Tax Increment. Owner/Developer guarantees that the equalized value of the Property plus Personal Property will be not less than the Completion Value in and for tax year 2026 and each subsequent year thereafter, such guaranty ending with the earlier of (i) the expiration of the currently remaining term of the TID No. 5, (ii) the date on which the full Fast Track Incentive amount has been paid to Owner/Developer, or (iii) the termination of this Agreement. In the event the equalized value of the Property and the Personal Property fails to meet the Completion Value in any year following the Completion Date during the term of this Agreement, as a result of an Unrepaired Casualty as defined below, or in the event the equalized value falls below the minimum eligibility for the Fast Track Incentive program for any reason other than Unrepaired Casualty, then this Agreement shall terminate if the Owner/Developer fails to make any Differential Payment required below. An “Unrepaired Casualty” shall be defined to exist if the Property and Personal Property are damaged in a material amount by a casualty, and Owner/Developer has not rebuilt the improvements and restored the personal property to a combined equalized value of at least the Completion Value, within 12 months after the date of loss. Owner/Developer covenants to keep the Property and Personal Property insured under commercially reasonable policy or policies of insurance in amounts adequate to pay for the rebuilding in the event of a total loss of the insured improvements and personal property. However, if Owner/Developer does build the improvements with an equalized value of at least the Completion Value as of the Project Completion Date, and, other than in the case of an Unrepaired Casualty, the equalized value in any subsequent year covered by this Agreement shall be less than the Completion Value in any given tax year, City shall submit a bill to Owner/Developer, for the differential in such tax year ("Differential Payment"). The Differential Payment shall be equal to the amount the City would have billed Owner for real and personal property taxes assessed and levied against the Property and the Personal Property in a given year had the Completion Value been achieved less the actual property taxes assessed and levied against the Property and the Personal Property for the year. Such a billing shall be submitted to

Owner/Developer by the City Treasurer by December 31st of the relevant tax year and shall be paid in full by Owner/Developer, without interest thereon, by March 31st of the following year. If not fully paid when due, the amount remaining unpaid on and after April 1st of the following year shall accrue interest at the statutory rate prescribed for delinquent real and personal property taxes until fully paid.

13. Indemnification. Owner/Developer hereby indemnifies, defends, covenants not to sue and holds the City (which for the purposes of this paragraph includes the persons/entities referenced in Paragraph 18 below) harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the City in any way in connection with the Project, including without limitation: (a) the failure of Owner/Developer or its contractors, subcontractors, agents, employees, or invitees to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto; (b) any release by Owner/Developer or its contractors, subcontractors, agents, employees, or invitees of petroleum products or hazardous materials or hazardous substances on, upon or into the Project; (c) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Owner/Developer and/or its contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (a) and (b) above; (d) any material violation by Owner/Developer at the Project or on the Property of any environmental law, rule, regulation or ordinance; (e) claims arising under the Americans With Disabilities Act, and any other laws, rules, regulations or ordinances; (f) the failure by Owner/Developer to comply with any term or condition of this Agreement; (g) injury to or death of any person at the Project; injury to any property caused by or at the Project; and (h) the failure of Owner/Developer to maintain, repair or replace, as needed, any portion of the Project. The terms "hazardous substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable federal or state or local laws or regulations.

14. Fire and Safety Hazards. Owner/Developer agrees to construct the Project in conformance with all fire and safety standards specified by applicable law.

15. Nondiscrimination. The City and Owner/Developer agree that Owner/Developer shall not use the Project in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, religion, marital status, familial status, age, handicap or national origin, and that the construction and operation of the Project shall be in compliance with all federal, state, and local laws, rules, regulations and ordinances relating to discrimination or any of the foregoing, and any lease for any portion of the Project will include this obligation.

16. No Personal Liability. Under no circumstances shall the City, or any officer, official, director, attorney, employee or agent of the City have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

17. City Authorization. The execution of this Agreement by the City was authorized by Resolution No. [INSERT] of the Mequon Common Council adopted on May 11, 2021, which also authorized the City Attorney and City Director of Community Development to finalize the wording of this Agreement, the exhibits hereto, and the documents required herein, and authorized the parties signing below to sign the Agreement and related agreements, on behalf of the City.

18. Miscellaneous.

(a) Except as otherwise specifically set forth herein, the respective rights and liabilities of City and Owner/Developer under this Agreement are not assignable or delegable, in whole or in part, without the prior written consent of the other party. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

(b) No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Owner/Developer, and then only to the extent specifically set forth in writing, but the City Attorney and City Director of Community Development are authorized to approve non-substantive and non-material changes to this Agreement, the exhibits and the agreements required herein, without further City Council Action.

(c) All agreements, representations, warranties, covenants, liabilities and obligations made in this Agreement and in any document delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement.

(d) All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission if by facsimile, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Paragraph of a change of address:

If to the City:

City of Mequon, Wisconsin
11133 North Cedarburg Road
Mequon, WI 53092
Attention: City Administrator

With a copy to:

City Attorney
Community Development Director
Public Works Director

If to the Owner/Developer:

DJS Land Management, LLC
10404 North Pine Ridge Circle
Mequon, WI 53092

(e) This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof. All Exhibits referenced herein are attached hereto and incorporated herein by this reference. The City Attorney and City Director of Community Development have the authority to replace exhibits to this Agreement with updated exhibits initialed by the Owner/Developer and the City, as updated versions of those exhibits are approved by both parties. It is intended that Exhibit B, the List of Approved Plans, will be modified by City Staff to add to the list other Plans as they are approved by the City.

(f) This Agreement is intended solely for the benefit of Owner/Developer and the City, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Owner/Developer or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to construction of the Project.

(g) This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin applicable to contracts made and wholly performed within such state.

(h) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. Facsimile signatures shall be deemed original signatures for all purposes of this Agreement.

(i) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.

(j) Nothing contained in this Agreement or any other documents executed pursuant to this Agreement, shall be deemed or construed as creating a partnership or joint venture between the City and Owner/Developer or between the City and any other person, or cause the City to be responsible in any way for the debts or obligations of Owner/Developer or any other person. Owner/Developer further represents, warrants and agrees, for itself and its successors and permitted assigns, not to make any assertion inconsistent with their acknowledgment and agreement contained in the preceding sentence in the event of any action, suit or proceeding, at law or in equity, with respect to the transactions which are the subject of this Agreement and this paragraph may be pleaded and construed as a complete bar and estoppel against any assertion by or for Owner/Developer and its successors and permitted assigns, that is inconsistent with its acknowledgment and agreement contained in the preceding sentence.

(k) Time is of the essence of each and every obligation or agreement contained in this Agreement.

(l) If any party is delayed or prevented from timely completing construction of the Project, by reason of fire, earthquake, war, flood, riot, strikes, labor disputes, governmental restrictions, judicial order, public emergency, or other causes beyond the control of the party obligated to perform, performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

(m) This Development Agreement shall terminate upon the latest to occur of the following: (i) the conveyance of the City Owned Improvements to the City; (ii) the completion of the Project as described above; (iii) receipt by the City of all payments it is entitled to pursuant to this Development Agreement; (iv) the receipt by Owner/Developer of all payments it is entitled to pursuant to this Development Agreement and the MRO.

(n) This Agreement shall be recorded in the office of the Register of Deeds of Ozaukee County, Wisconsin, prior to the recording of any other mortgage on the Project, it being understood by the parties that until termination of this Agreement as set forth above, this Agreement will run with the land and will be binding upon the Property and the Project and any Owner/Developer and/or lessee and/or mortgagee of all or any portions of the Property and the Project and their successors and assigns.

(o) Nothing contained in this Agreement is intended to or has the effect of releasing Owner/Developer from compliance with al1 applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

(p) All financial reports and information required to be provided by Owner/Developer to the City under this Agreement shall be provided to the City's outside financial consultant for review on behalf of the City.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Dated at Mequon, Wisconsin this ____ Day of November, 2023.

CITY OF MEQUON

____

Andrew Nerbun, Mayor

____

Caroline Fochs, Clerk

STATE OF WISCONSIN)
)SS
OZAUKEE COUNTY)

Personally came before me, this _____ day of November, 2023, the above named John M. Wirth, Mayor and Caroline Fochs, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

____

____
Notary Public, Ozaukee County, Wisconsin
My Commission (is permanent)(expires):____________

Approved as to form:

____

Brian C. Sajdak, City Attorney

OWNER/DEVELOPER:

DJS Land Management, LLC

By: DJS Land Management, LLC

By:_____________________________________
, its Managing Member

STATE OF WISCONSIN)
)SS
COUNTY)

Personally came before me, this _____ day of November 2023, the above named ____________________, as the managing member of DJS Land Management, LLC, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

____

____
Notary Public, County, Wisconsin
My Commission (is permanent)(expires):____________

EXHIBIT A: Property Location

EXHIBIT B: Approved Plan Set

EXHIBIT C: INTENTIONALLY BLANK

EXHIBIT D: Fast Track Improvement Costs & Formula

EXHIBIT E: Special Assessments

None Contemplated at this time.

EXHIBIT F: MOU of Development Agreement

EXHIBIT G: INTENTIONALLY BLANK

EXHIBIT H: MRO Repayment Schedule

Series 2021 Initial Payment Schedule

September 1, 2024	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2025	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2026	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2027	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2028	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2029	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2030	The eligible unpaid balance of the Fast Track Incentive (Not to exceed $462,000.00 in total payments)

MUNICIPAL REVENUE OBLIGATION

REGISTERED No. 2021-01

United States of America
State of Wisconsin
County of Ozaukee
City of Mequon

Up to: $462,000.00

Municipal Development Revenue Obligation, Series 2021

Maturity Date: September 1, 2025

Issue Date:

REGISTERED OWNER: Blue Ribbon Self Storage III, LLC

PRINCIPAL AMOUNT: $462,000.00

INTEREST RATE: 0%

THE CITY OF MEQUON, WISCONSIN (the "Municipality"), for value received, hereby acknowledges itself to owe and promises to pay to the Registered Owner hereinabove identified, or registered assigns as hereinafter provided, on the Maturity Date, solely from the revenues hereinafter specified, the Principal Amount in the amounts and on the dates hereinafter provided.

The Principal Amount evidenced by this Municipal Revenue Obligation shall be paid to the Registered Owner or its registered assigns, at such times, upon such conditions, and as further provided in the Development Agreement dated May _____, 2021, approved as to its substance by the Mequon Common Council on May 11, 2021, (the "Development Agreement") by and between the Municipality and Blue Ribbon Self Storage III, LLC (the “Developer"). This Municipal Revenue Obligation is issued in consideration of the obligations of the Municipality in the Development Agreement, which shall be controlling in the event there is any inconsistency between it and this Municipal Revenue Obligation, or in the event there is any ambiguity in this document. The initial Payment Schedule is attached hereto as Exhibit H.

Payment of each installment of the Principal Amount shall be made on Payment Dates (as defined below) to the Registered Owner hereof (or its registered assigns), whose name shall appear on the registration books of the Municipality maintained by the Treasurer of the Municipality, who serves as registrar and paying agent (the "Registrar"), by check or draft of the Registrar mailed to such registered owner at his address as it appears on such registration books or at such other address as may be furnished in writing by such registered owner to the Registrar.

This Municipal Revenue Obligation has been issued to provide additions and improvements to the Project described in the Development Agreement to be owned and operated by the Developer or its affiliate, and is payable only from Available Tax Increment, as that term is defined in the Development Agreement, which Available Tax Increment has been set aside as a special fund for that purpose and identified as the "Special Redemption Fund." This Municipal Revenue Obligation is issued pursuant to a resolution adopted on May 11, 2021, by the Common Council of the Municipality, and does not constitute an indebtedness of the Municipality within the meaning of any constitutional or statutory limitation or provision. Reference is hereby made to said resolution and to the Development Agreement or a more complete statement of the revenues from which and conditions under which this Municipal Revenue Obligation is payable and the general covenants and provisions pursuant to which this Municipal Revenue Obligation has been issued. Capitalized terms used herein shall have the meaning given to them in the Development Agreement.

Any Payments on this Municipal Revenue Obligation which are due on any Payment Date shall be payable solely from and only to the extent that the Municipality shall have received as of such Payment Date Available Tax Increment and Differential Payment(s) due under the Development Agreement, if any. The Municipality agrees that the Available Tax Increment will be used to make Payments on this Municipal Revenue Obligation only and shall not be used to make payments on any other obligation, but subject to the exception below.

For purposes of this Municipal Revenue Obligation, a "Payment Date" shall mean September 1 of each year, commencing on September 1, 2024. On each of the Payment Dates, the Municipality shall pay to the Owner or its registered assigns 100% of the Available Tax Increment, as shown on Exhibit A. To the extent that on any Payment Date the Municipality is unable to make a Payment equal to the Scheduled Payment due on such date as a result of having received, as of such date, insufficient Available Tax Increment, such failure shall not constitute a default under this Municipal Revenue Obligation and, except as provided below, the Municipality shall have no obligation under this Municipal Revenue Obligation, or otherwise, to subsequently pay any such deficiency unless the deficiency is the direct result of the failure of the Municipality or the County to timely remit the proper amount of Tax Increment, in which case, such deficiency shall be paid promptly upon remittance by the County. If there is insufficient Available Tax Increment in any year to pay the Scheduled Payment (i.e., 100% of the Available Tax Increment is less than the Schedule Payment), the deficiency shall be deemed a "Shortfall". If in a later year, 100% of the Available Tax Increment is greater than the regularly Scheduled Payment/the amount in excess of the Scheduled Payment, but not exceeding the 100% limit, shall be paid to the Register Owner on the Payment Date for the oldest Shortfall first, to the extent such amounts are available and until all Shortfalls are paid. On the final Payment Date, there shall be a balloon payment consisting of the Scheduled Payment and any remaining balance of the Principal Amount provided, however, that the total Available Tax Increment and Differential Payments, if any, collected prior to the Maturity Date exceeded the Principal Amount. In no case, however, shall the term of this Municipal Revenue Obligation and the Municipality's obligation to make payments hereunder, extend beyond September 1, 2038, the expiration of TID No. 5 of the Municipality. This Municipal Revenue Obligation shall terminate and the Municipality's obligation to make any payments under this Municipal Revenue Obligation shall be discharged, and the Municipality shall have no obligation and incur no liability to make any payments hereunder after September 1, 2038.

The Municipality makes no representation or covenant, express or implied, that the Tax Increment or other revenues will be sufficient to pay, in whole or in pail, that amounts which are or may become due and payable hereunder.

THIS MUNICIPAL REVENUE OBLIGATION SHALL NOT BE PAYABLE FROM OR CONSTITUTE A CHARGE UPON ANY FUNDS OF THE MUNICIPALITY, AND THE MUNICIPALITY SHALL NOT BE SUBJECT TO ANY LIABILITY

HEREON OR BE DEEMED TO HAVE OBLIGATED ITSELF TO PAY HEREON FROM ANY FUNDS EXCEPT THE AVAILABLE TAX INCREMENT, AND THEN ONLY TO THE EXTENT AND IN THE MANNER HEREIN SPECIFIED AND AS PROVIDED IN THE DEVELOPMENT AGREEMENT.

Notwithstanding anything contained herein, amounts due pursuant to this Municipal Revenue Obligation shall not be paid to Registered Owner unless no MRO Default shall have occurred, and the Certificate defined in paragraph 2 of the Development Agreement has been issued, confirming that all conditions precedent of the Development Agreement have been satisfied.

As provided in the Development Agreement, this Municipal Revenue Obligation is subject to optional prepayment at the election of the Municipality, in whole or in part with written notice to the holder.

Upon sale of the Property, this Municipal Revenue Obligation is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Registrar in Wisconsin, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing resolution, and upon surrender and cancellation of this Municipal Revenue Obligation. Upon such transfer, a new Municipal Revenue Obligation of the same installments and for the same aggregate Principal Amount will be issued to the transferee in exchange therefor. This Municipal Revenue Obligation is issuable in fully registered form only in an amount up to the Principal Amount stated herein.

The Municipality and the Registrar may deem and treat the Registered Owner as the absolute owner hereof for the purpose of receiving payment of or on account of Principal hereof, and for all other purposes and neither the Municipality nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist, happen and be performed precedent to and in the issuance of this Municipal Revenue Obligation have been done, have existed, have happened and have been performed in due time, form and manner as required by the constitution and statutes of the State of Wisconsin.

This Municipal Revenue Obligation shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF the City of Mequon, Wisconsin, by its Common Council, has caused this Municipal Revenue Obligation to be executed with the duly authorized facsimile signature of its Mayor and with the duly authorized facsimile signature of its Clerk and its official seal or a facsimile thereof to be impressed or reproduced hereon, as of the day of 2021.

[**SIGNATURE PAGE FOLLOWS]**

CITY OF MEQUON, WISCONSIN

John M. Wirth, Mayor

Caroline Fochs, City Clerk

CERTIFICATE OF AUTHENTICATION

This Municipal Revenue Obligation is that described in the within-mentioned Resolution and is the Redevelopment Project Revenue Obligation, Series 2021 of the City of Mequon, Wisconsin.

CITY OF MEQUON, WISCONSIN

____
Kaitlyn Krueger, Treasurer and Bond Registrar

Date of Authentication:____________________

[FORM OF ASSIGNMENT]

For value received (the undersigned does) hereby sell, assign and transfer unto __________________________, the within-mentioned registered Municipal Revenue Obligation and hereby irrevocably constitute and appoint(s) _____________________, attorney, to transfer the same on the books of the Bond Registrar with full power of substitution in the premises.

Bondholder _____________________

NOTE: The signature on this assignment must correspond with the name as it appears upon the face of the within Municipal Revenue Obligation in every particular, without alteration or enlargement or any change whatever.

Dated: ______________________

Signature guaranteed:

NOTE: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee, which requirements include membership or participation in the Medallion Signature Program.

EXHIBIT H: MRO Repayment Schedule

Series 2021 Initial Payment Schedule

September 1, 2024	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2025	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2026	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2027	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2028	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2029	The Scheduled Payment (100% of the Available Tax Increment)
September 1, 2030	The eligible unpaid balance of the Fast Track Incentive (Not to exceed $462,000.00 in total payments)

TIF Incentive Application

Contact Information for Applicant for TIF Incentive:
Company Name: DJS Land Mgt LLC
Principal / Agent Name: JON Sagrillo
Address: 10404 N Pine Ridge Circle, Mequon state: WI zip: 53092
Agent
Signature:
(provide proof of authorization to sign on behalf of company) - Applicant must show control of proposed sites or owner authorization to apply

State status of partnership between company and property owner:

Contact Information for Property Owner:
Project Property Location: 10404 N Port Washington RD, Mequon WI 53092
Project Property Name: Refresh Aesthetic Center
Property Owner Name: JON + DAWN Sagrillo
Address: 10404 N Port Washington RD state: WI zip: 53092
Property Owner Signature:
(provide proof of authorization to sign on behalf of company)

Provide Detailed project plan:

- Site and building design or development and operational plan, expected completion date 3/1/25
- Is the project proposed to be phased? If so, describe.
- Property Assessments of Improvements (provide copies)
- Project Pro Forma/value with detailed costs – Overall Budget
- Three competitive bids on authorized eligible improvements reimbursable by TIF
- Use attached TIF Incentive Calculation to demonstrate compliance and provide detailed documentation of values/costs shown in formula
- Provide documentation from lending firms regarding availability of funds – Personal Fin Statement

Please schedule a meeting with staff for submission of your application. An agreement will be drafted, signed and recorded to detail payment structure and timing for project completion. Contact us at 262.2362902.

Application Fee: NA

Potential TIF Expenses DRAFT:

Item 1	**Demolition of restaurant and garage:**		
	$52,000 – Great Lakes Excavating		$ 52,000
	$76,000 – Wondra Construction		
	$77,615 – Veit Construction		
Item 2	**Removal of oil tank under ground**		
	$8,000 – Sigma Environmental		$ 8,000
	$9,000 – North Shore Environmental		
Item 3	**Removal of Asbestos in 9 windows**		
	Advanced Asbestos Removal Inc		$ 2,585
Item 4	**Various Site Expenses**		
	WE Energies Gas disconnect		$ 1,500
	WE Energies Electric disconnect		$ 500
	Demo permit		$ 500
	Erosion Control permit		$ 500
	Supervision, Mgt, General Conditions		$ 6,000
	Over Head &Profit		$ 10,000
	Cap sewer & water		$ 5,000
		TOTAL:	$ 86,585
Item 5	Excavation of property		
	TBD		

Tier 2		
Base Improvement Value	$	237,000
Site Repair and Demo	$	100,000
Gap	$	337,000
New Building Value	$	4,800,000
15% Incentive	$	720,000
Total Incentive	$	1,057,000
Annual Tax Amount Est.	$	40,000
Payback Length		26.43

Design 2 Construct Development Corp.
Estimate

Project Name:	Refresh Aesthetic
Project Location:	Mequon WI
Date:	Wednesday, October 18, 2023
Estimator:	JBH
Square Footage:	8,764
Weeks:	52

Div. #	Job Code	Division & Sub-Division	10/17/2023	Notes
2		**SITE CONSTRUCTION**	**$ 386,346**	
	2130	Asbestos (& Lead) Testing	$ 2,580	
	2220	Building & Site Demolition	$ 88,000	Includes Tree & Brush Removal
	2230	Tree Clearing & Grubbing	$ -	
	2310	Site Grading	$ 60,250	
	2315	Excavating & Backfilling	$ 29,000	
	2510	Site Water	$ 60,490	
	2530	Site Sanitary Sewer	$ 11,000	
	2630	Site Storm Sewer	$ 34,516	
	2741	Paving & Surfacing	$ 42,365	
	2770	Concrete Curb & Gutter	$ 23,450	
	2775	Site Concrete	$ -	
	2810	Irrigation System	$ -	Not Included
	2820	Fences & Gates	$ 5,925	
	2905	Landscaping	$ 28,770	
3		**CONCRETE**	**$ 198,275**	
	3300	Cast in Place Concrete	$ 198,275	
4		**MASONRY**	**$ 386,226**	
	4200	Block, Modular Brick & Thin Veneer Stone	$ 386,226	
5		**METALS**	**$ 363,000**	
	5100	Structural Steel	$ 363,000	
6		**WOOD & PLASTICS**	**$ 293,172**	
	6060	Lumber	$ 5,263	
	6100	Rough Carpentry	$ 32,992	
	6200	Finish Carpentry	$ 62,335	
	6220	Millwork / Crown Molding	$ 800	
	6240	Casework and Countertops	$ 191,782	
	6416	Granite Tops	$ -	Included above
7		**ROOFING, THERMAL & MOISTURE PROTECTION**	**$ 113,718**	
	7100	Waterproofing	$ 2,849	
	7210	Building Insulation	$ -	In Steel Stud Framing
	7400	Corrugated Metal Siding	$ -	
	7430	Aluminum Composite Panel Siding	$ -	
	7450	Longboard Siding, Soffit, Fascia	$ 44,694	
	7500	Rubber Roofing	$ 58,675	
	7900	Joint Sealers / Caulking	$ 7,500	
8		**DOORS & WINDOWS**	**$ 310,924**	
	8100	Hollow Metal Frames, Wood Doors, Hardware	$ 55,709	
	8415	Aluminum Entrances, Windows, Glass, & Storefronts	$ 255,215	
9		**FINISHES**	**$ 595,287**	
	9110	Steel Stud Framing & Drywall	$ 393,690	
	9250	Gypsum Board	$ -	
	9310	Ceramic Tile	$ 18,825	
	9510	Acoustical Ceiling Tile	$ 40,139	
	9620	Stained / Polished Concrete Floors	$ -	Not Included
	9640	Wood Flooring / Rubber Flooring/ Turf	$ -	
	9650	Resilient Flooring	$ 43,202	
	9653	Resilient Base	$ 6,400	
	9672	Special Flooring- Decorative Quartz	$ -	Not Included

Design 2 Construct Development Corp.

Estimate

Div. #	Job Code	Division & Sub-Division	10/17/2023	Notes
	9680	Carpeting	$ 18,300	
	9700	Wall Finishes	$ -	
	9720	Wall Covering (Allowance)	$ 5,000	
	9770	FRP Board	$ 130	
	9910	Painting	$ 69,600	
10		**SPECIALTIES**	**$ 4,116**	
	10120	Tackboard & Visual Aid Boards	$ -	Not Included
	10160	Toilet Partitions	$ -	
	10262	Wall & Corner Guards	$ -	Not Included
	10321	Fireplaces & Stoves	$ -	Not Included
	10350	Flag Poles	$ -	Not Included
	10430	Exterior Signage	$ -	Not Included
	10505	Lockers	$ -	Not Included
	10522	Fire Extinguishers	$ 686	
	10525	Knox Box	$ 550	
	10536	Awnings	$ -	Not Included
	10552	Mailboxes	$ -	Not Included
	10810	Toilet & Bath Accessories	$ 2,880	
11		**EQUIPMENT**	**$ -**	
	11010	Central Vacuum System	$ -	Not Included
	11425	Hood & Ventilation Equipment	$ -	
	11160	Loading Dock Equipment	$ -	
12		**FURNISHINGS**	**$ -**	
	12485	Floor Mats	$ -	By Owner
	12490	Window Shades	$ -	By Owner
13		**SPECIAL CONSTRUCTION**	**$ -**	
	13121	Metal Building	$ -	
	13700	Security Access & Surveillance	$ -	By Owner
	13851	Fire Alarm System (Allowance)	$ -	Included in Electrical
14		**CONVEYING SYSTEMS**	**$ 115,000**	
	14200	Elevators	$ 115,000	
	14600	Cranes & Hoists	$ -	
15		**MECHANICAL**	**$ 344,637**	
	15400	Plumbing	$ 211,900	
	15500	Fire Protection	$ 49,000	
	15600	H.V.A.C.	$ 83,737	
16		**ELECTRICAL (no WE Energies included)**	**$ 216,989**	
	16001	Electrical	$ 216,989	
	17001	**ARCHITECTURAL COSTS**	**$ 90,000**	
	17002	**ENGINEERING: GEOTECHNICAL, STRUCTURAL, CIVIL, etc.**	**$ 63,060**	
	17003	**PERMITS, LOCAL FEES & WE ENERGIES ALLOWANCE**	**$ 20,200**	
1		**GENERAL CONDITIONS**	**$ 252,138**	
		SUB TOTAL	**$ 3,753,088**	
	5%	**Contractor Fee**	**$ 187,654**	
	0.85%	**General Liability Insurance**	**$ 31,901**	
	5%	**Contingency**	**$ 187,654**	
		GRAND TOTAL	**$ 4,160,298**	
	PARTIAL LIST OF OWNER DIRECT COST ITEMS			

DESIGN 2 CONSTRUCT DEVELOPMENT CORP.
ESTIMATE

Div. #	Job Code	Division & Sub-Division	10/17/2023	Notes
	1	Phone, Internet & Data Systems / Audio Visual System / Security System / Access Systems		
	2	WE Energies costs		
	3	Furniture and furnishings design, fees, cost and installation.		
	4	Relocation or moving costs		
	5	Signage design, cost and installation.		
	6	Municipal impact fees, bonds, etc.		
	7	Approvals from a licensing authority including but not limited to Health Department and DNR		
	8	Builder's risk insurance.		
	9	Work related to unsuitable or wet soil remediation		
	10	De-watering and pumping (To be performed on T&M)		

PNC HEALTHCARE

October 12, 2023

Dawn & Jon Sagrillo
DJS Management LLC
10404 N PINE RIDGE CIR
Mequon WI 53092

Dear Dawn and Jon,

It has been an absolute joy working with you as the plans to build your new location in Mequon is quickly making its way to becoming a reality in 2024.

As your trusted financial partner, we have diligently been reviewing your plans and financials. Over the last year, our credit and real estate teams have had several meetings regarding this project and are confident in our ability to provide our expertise and monitoring of the project.

We have been waiting on just a few items for the project, which is required to complete the underwriting package. However, based on our initial review of the financials, of which we have a complete package at this time, our initial review does not give us any concern as to your financial health, your strength in your leadership in operating the business, or give us pause as to your expansion goals.

I do need to note that underwriting must provide the final adjudication of this request, which we anticipate receiving within the next 30-45 days, depending on how quickly I can obtain some necessary information on the building, given recent updates.

We are confident in our partnership as your local bank and if the City of Mequon has any questions as to our commitment, please feel free to reach out to me and I'm happy to share my excitement with them.

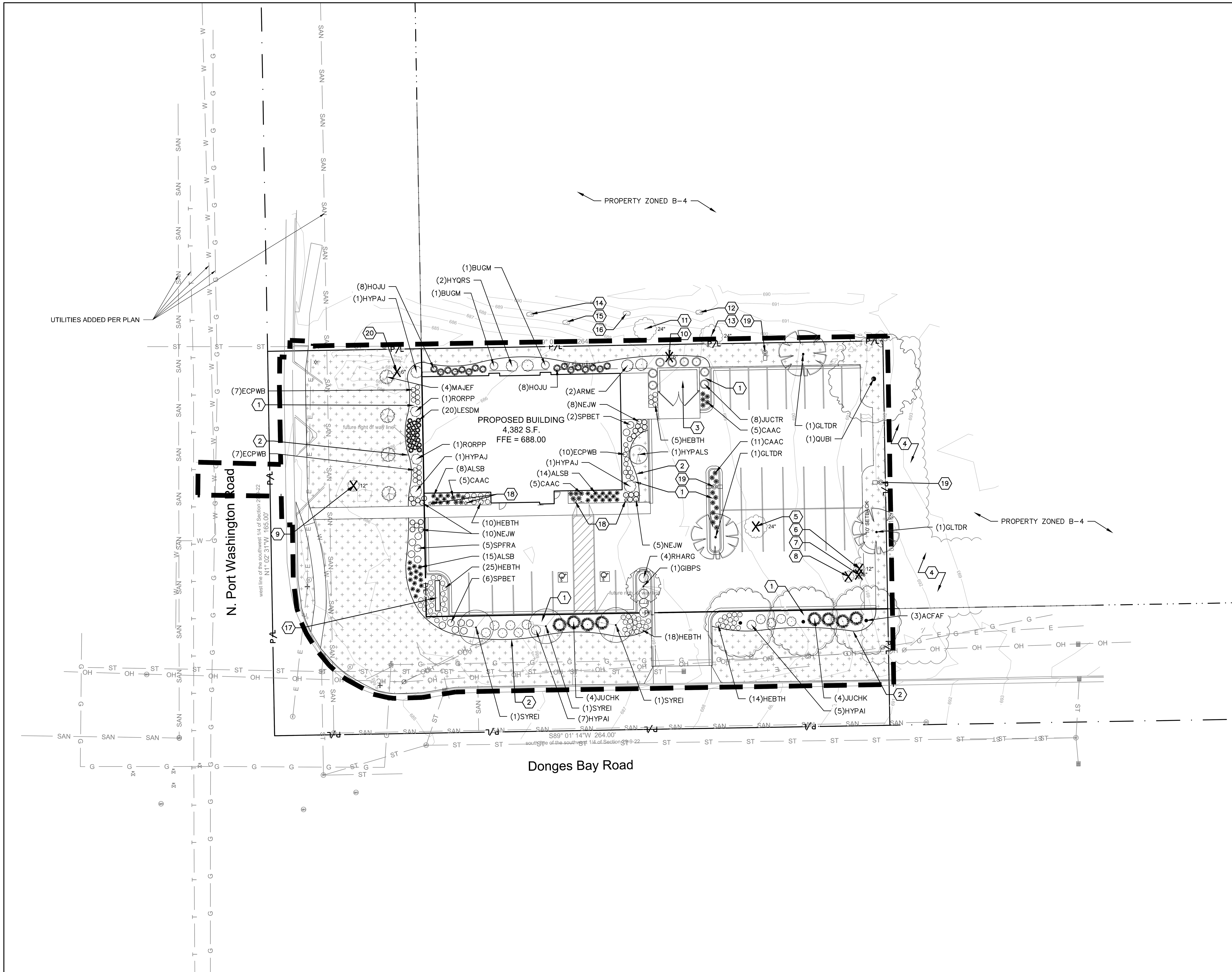
Sincerely,

Heather Nill
Vice President – Healthcare Business Banking
414-530-1925
Heather.Nill@PNC.com


REFRESH


REFRESH

4.1.e



ABBREVIATIONS

ABBREVIATION	FULL WORDS
B&B	Balled and burlapped
CAL.	Caliper
DBH	Diameter at breast height (Tree trunk diameter measured 4' above finish grade)
DIA.	Diameter
EX.	Existing
HTT	Height to tip
O.C.	On center
SQ. FT. -or- SF	Square feet
TR	Tree
VIF	Verify in the field

DIGGERS HOTLINE
Dial 811 or (800)242-8511
www.DiggersHotline.com

HATCH LEGEND

- PROJECT LIMITS
- PROPERTY LINE
- EASEMENT LINE
- AREAS DISTURBED BY CONSTRUCTION TO BE RESTORED WITH MINIMUM 4" TOPSOIL, LAWN GRASS SEED, FERTILIZER, AND MULCH (TYP). USE SALVAGED TOPSOIL OR IMPORT TOPSOIL IF REQUIRED. (2/L202)
- (10)HEPM — PLANT "CODE" REFERENCES TO THE PLANT SCHEDULE; QUANTITY OF PLANTS IN THE PLANT GROUPING; LEADER LINE; PLANT SYMBOL (SYMBOL VARIES)

KEY INDEX

1	SHREDDED HARDWOOD MULCH (6/L201)
2	ALUMINUM EDGING AT PLANTING BED (7/L201)
3	DUMPSTER ENCLOSURE (SEE ARCHITECTURAL PLANS)
4	EXISTING VEGETATION (TO REMAIN)
5	EXISTING 24" DBH BOXELDER (TO BE REMOVED)
6	EXISTING 12" DBH BOXELDER (TO BE REMOVED)
7	EXISTING 6" DBH BOXELDER (TO BE REMOVED)
8	EXISTING 12" DBH BOXELDER (TO BE REMOVED)
9	EXISTING 12" DBH ROYAL RED MAPLE (TO BE REMOVED)
10	EXISTING 6" DBH BOXELDER (TO BE REMOVED)
11	EXISTING 24" DBH BOXELDER (TO REMAIN)
12	EXISTING 10' TALL MUGO PINE (TO REMAIN)
13	EXISTING 24" DBH BOXELDER (TO REMAIN)
14	EXISTING 5' TALL MUGO PINE (TO REMAIN)
15	EXISTING 6' TALL MUGO PINE (TO REMAIN)
16	EXISTING 8' TALL MUGO PINE (TO REMAIN)
17	MONUMENT SIGN
18	BOLLARD LIGHT (SEE SITE LIGHTING PLAN FOR OFFICIAL LOCATIONS)
19	LIGHT POLE (SEE SITE LIGHTING PLAN FOR OFFICIAL LOCATIONS)
20	EXISTING 6" DBH ARBORVITAE (TO BE REMOVED)

INFORMATION SHOWN ON THIS DRAWING IS BASED ON THE ARCHITECTURAL SITE PLAN COMPLETED BY OTHERS. THE LANDSCAPE ARCHITECT MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY AND COMPLETENESS OF THE BASE INFORMATION. THE LOCATION OF EXISTING SITE UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR IN THE FIELD. NOTIFY THE ARCHITECT WHEN THERE ARE CONFLICTS BETWEEN EXISTING UTILITIES AND PROPOSED TREES, SHRUBS AND PERENNIALS. ADJUST PLANT LOCATIONS TO AVOID EXISTING UTILITIES AS DIRECTED BY THE ARCHITECT. ALL INFORMATION SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.

LANDSCAPE SHEET INDEX

L101 SITE LANDSCAPE PLAN
L201 PLANT SCHEDULE, CALCULATIONS & LANDSCAPE DETAILS
L202 SITE LANDSCAPE NOTES

kapur
788 N. Jefferson Street, Ste 900
Milwaukee, Wisconsin 53202
kapurinc.com

PROJECT:
REFRESH AESTHETIC CENTER - MEQUON

LOCATION:
1040 N. PORT WASHINGTON ROAD
MEQUON, WI 53092

CLIENT:

RELEASE:
PLAN COMMISSION SUBMITTAL

REVISIONS:

#	DATE	DESCRIPTION

NORTH ARROW:

SCALE: 1" = 20'
0 10 20 40

SEAL:

all in

SHEET:
SITE LANDSCAPE PLAN

PROJECT MANAGER: BB
PROJECT NUMBER: 230622.01
DATE: 08/09/2023

SHEET NUMBER:
L101

Attachment: Refresh Landscape Plan (8920 : Refresh Aesthetic Center TID No. 5 Tier 2 Incentive)

FILENAME: S:_SiteDsgn\Design 2 Construct\230622 Refresh Aesthetic Center Mequon\Design\L101 - SITE LANDSCAPE PLAN.dwg