



AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

**THURSDAY, MAY 31, 2018, 2:00 PM
CITY HALL, ROOM 310**

A. Roll Call.

- I. Members: Gary Delveaux, Chair; Matt Schueller, Vice-Chair; Ald. Barbara Dorff, James Blumreich, Kathy Hinkfuss, and Melanie Parma.
Liaisons: Chelsea Kocken, Jeff Mirkes, and Leah Weycker.

B. Approval of the Agenda.

- I. Approval of the agenda for the May 31, 2018, special meeting of the Redevelopment Authority.

C. Regular Business.

- I. Consideration with possible action on consent to assignment of the Hotel Northland Development Agreement and WEDC Grant Disbursement Agreement pursuant to the judicial sale approved by the Circuit Court in the matter of Octagon Credit Partners LP v. Hotel Northland, LLC.

D. Adjournment.

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 3) QUORUM: Please take notice that a majority or quorum of the Redevelopment Authority will attend this meeting and will constitute a meeting of the Redevelopment Authority I for purposes of discussion and information gathering relative to this agenda.
- 4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

May 31, 2018

PREPARED BY

AGENDA ITEM # C.I.

Consideration with possible action on consent to assignment of the Hotel Northland Development Agreement and WEDC Grant Disbursement Agreement pursuant to the judicial sale approved by the Circuit Court in the matter of Octagon Credit Partners LP v. Hotel Northland, LLC.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. I51. City Grnt Disb Agmt
2. I52. Develope Agmt(HN)
3. I53. 1st Amd to Dev Agmt
4. I54. 2nd Amd to Dev Agmt
5. I55. 3rd Amd to Dev Agmt

**CITY GRANT DISBURSEMENT AGREEMENT
WEDC GRANT
Hotel Northland**

This Grant Disbursement Agreement is made and entered into this 14th day of December, 2015, by and between the **City of Green Bay** (hereinafter "CITY"), **Hotel Northland, LLC**, a Wisconsin Limited Liability Company (hereinafter "DEVELOPER"), and **American Heritage Preservation Association**, a Delaware Non-Profit Association (hereinafter "AHPA"). The CITY, DEVELOPER, and AHPA may sometimes be referred to individually as "Party" and collectively "Parties."

WHEREAS, the DEVELOPER owns property (hereinafter the "Property") (parcel no. 12-148) at 304 N. Adams Street and 330 N. Adams Street (Parcel 11-2)(hereinafter the "Property"), legally described below; and

WHEREAS, the CITY desires to have DEVELOPER, with AHPA's participation, redevelop and renovate the structure returning it a luxury boutique hotel consisting of 160 luxury hotel rooms, restaurant, fitness center/spa and/or other ancillary uses (the "Project"); and

WHEREAS, AHPA is an investor member of the Project; and

WHEREAS, the CITY has been awarded a Wisconsin Economic Development Corporation ("WEDC") Community Development Investment grant for the purposes of the Project; and

WHEREAS, WEDC has approved the CITY for a grant of up to \$500,000.00 for the Project (the "GRANT").

NOW THEREFORE based upon the covenants and considerations contained herein, the Parties mutually agree as follows:

1. The real estate subject to this Agreement, to be known as Hotel Northland, is located in the City of Green Bay, Brown County, State of Wisconsin, and is legally described as follows:

Parcel 12-148

Lots Seventy-two (72) and Seventy-three (73), according to the recorded Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin

Parcel 11-2

Lot 3, Volume 58 Certified Survey Maps, Page 249, Map Number 8340; said Lot being part of Lots 74 - 79, inclusive, according to the recorded Plat of Navarino and part of vacated North Adams Street cul-de-sac, in the City of Green Bay, East Side of Fox River, Brown County, Wisconsin.

2. The terms and conditions of this Agreement shall be consistent with the terms and conditions of the Community Development Investment Grant Agreement ("CDI Agreement"), dated March 18, 2015, between the Wisconsin Economic Development Corporation and the City of Green Bay, attached hereto as Exhibit A. If there are any inconsistencies between the Agreements, the CDI Agreement's terms and conditions shall be controlling.

3. The grant amount of \$500,000.00 shall be drawn in accordance with the terms and conditions of the CDI Agreement. AHPA or DEVELOPER may be a recipient of the grant funds from the CITY for Eligible Project Costs or as otherwise allowed under the CDI Agreement. AHPA and DEVELOPER shall comply with all of the obligations imposed upon the CITY as Recipient as set forth in the CDI Agreement.

4. This Agreement may be terminated only upon written consent of both parties.

5. In the event of alleged default on all or any part of this Agreement, prior to and as a condition of instituting legal proceedings, the non-defaulting Party shall give the defaulting Party specific written notice of such default, in the manner provided herein. The alleged defaulting Party shall have five (5) business days for any payment default and thirty (30) days for any non-payment default to cure said default. If the defaulting Party does not cure said default during the applicable cure period, the non-defaulting Party may take any and all steps necessary to address such default, including but not limited to, instituting any necessary legal action.

6. Unless expressly provided otherwise herein, the rights and remedies of the Parties provided herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole and absolute discretion of either Party and may be exercised as often as occasion therefore shall arise. This is a guarantee of payment and not of collection.

7. The failure of any party to this Agreement to insist upon strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's rights, to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. No waiver by either party shall be valid or binding on such party unless it is in writing signed by such party and only to the extent therein set forth.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the Parties with respect to its subject matter, there being no terms, conditions, warranties, or

representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective successors and assignees.

9. DEVELOPER and AHPA may not assign this Agreement or any of their rights or obligations without the written consent of the CITY or RDA.

10. Except as may be otherwise specifically set forth in this Agreement, all development of the Property shall proceed in accordance and full compliance with all applicable ordinances, resolutions, codes and requirements of the CITY, as the same may be amended or adopted from time to time.

11. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between DEVELOPER, AHPA, RDA and CITY, and there are not promises, agreements, conditions or understandings, either oral or written, express or implied, between them, with respect to the guarantee provided hereby other than as herein set forth. Except as herein provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

12. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any other persons or parties, as third party beneficiaries or otherwise, and this Agreement shall be deemed to have conferred any rights, expressed or implied, upon any other person.

13. Time is of the essence for performance of the terms and conditions contained in this Agreement. However, upon written request of any party, an extension of an agreed-upon time period may be granted at the sole discretion of the granting party.

14. No official or employee of the CITY shall be personally liable to DEVELOPER or any successor in interest, in the event of any default or breach by the CITY or RDA, or for any amount that becomes due to DEVELOPER under this Agreement.

15. A notice, demand, or other communication under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage pre-paid, return receipt requested, or delivered personally:

To DEVELOPER:

Hotel Northland, LLC
c/o Thomas P. DeMuth
731 North Jackson Street Suite 900
Milwaukee, WI 53202

To CITY:

City of Green Bay
Attention: City Clerk
100 N. Jefferson St.

Green Bay, WI 54301

To AHPA:

American Heritage Preservation Association
Attention: Philip D. Estep
1034 S. Brentwood Bd., Suite 1201
St. Louis, MO 63117

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

(SIGNATURE PAGES TO FOLLOW)

**COUNTERPART SIGNATURE PAGE TO WEDC
GRANT DISBURSING AGREEMENT**

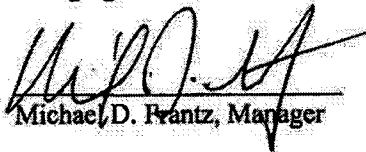
HOTEL NORTHLAND LLC,

a Wisconsin limited liability company

By: Hotel Northland Master Landlord Managing Member LLC,
a Wisconsin limited liability company, its Managing Member

By: Frantz Community Investors L.L.C.,
an Iowa limited liability company,
its Co-Managing Member

By:


Michael D. Frantz, Manager

By: KPH Northland Hotel LLC,
a Wisconsin limited liability company,
its Co-Managing Member

By:

Keith P. Harenda, Manager

**COUNTERPART SIGNATURE PAGE TO WEDC
GRANT DISBURSING AGREEMENT**

HOTEL NORTHLAND LLC,

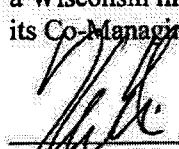
a Wisconsin limited liability company

By: Hotel Northland Master Landlord Managing Member LLC,
a Wisconsin limited liability company, its Managing Member

By: Frantz Community Investors L.L.C.,
an Iowa limited liability company,
its Co-Managing Member

By: _____
Michael D. Frantz, Manager

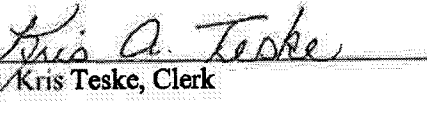
By: KPH Northland Hotel LLC,
a Wisconsin limited liability company,
its Co-Managing Member

By:  _____
Keith P. Harenda, Manager

**COUNTERPART SIGNATURE PAGE TO WEDC
GRANT DISBURSING AGREEMENT**

CITY OF GREEN BAY

By: 
James Schmitt, Mayor

By: 
Kris Teske, Clerk

**COUNTERPART SIGNATURE PAGE TO WEDC
GRANT DISBURSING AGREEMENT**

AMERICAN HERITAGE PRESERVATION ASSOCIATION

By: _____


Philip D. Estep, President

Exhibit A

Community Development Investment Grant Agreement

**COMMUNITY DEVELOPMENT INVESTMENT GRANT AGREEMENT
BETWEEN
THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION
AND
CITY OF GREEN BAY**

This Agreement is entered into pursuant to Chapter 238 of the Wisconsin Statutes between the Wisconsin Economic Development Corporation ("WEDC") and City of Green Bay (the "Recipient").

WITNESSETH

WHEREAS, the Recipient has submitted an Application to WEDC, requesting funds from WEDC's Community Development Investment grant program ("CDI Funds");

WHEREAS, the Recipient is a City located in Wisconsin.

WHEREAS, WEDC has determined that the Recipient is an eligible recipient of CDI Funds; and

WHEREAS, in reliance upon the Recipient's Application, WEDC has approved the Recipient for up to Five Hundred Thousand and 00/100 Dollars (\$500,000.00) in CDI Funds.

NOW, THEREFORE, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, WEDC and the Recipient agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Agreement" means this agreement, to include all documents required to be delivered contemporaneously with the execution and delivery of this Agreement, and the attached Exhibits, together with any future amendments executed in compliance with Paragraph 21 of this Agreement.

(b) "Application" means the materials submitted by the Recipient to WEDC relating to this allocation of CDI Funds.

(c) "Approval Date" means the date on which the Recipient may start attributing Eligible Project Costs to the CDI Funds and Matching Funds; specifically, August 1, 2014.

(d) "CDI Funds" means the grant monies the Recipient is eligible to receive from WEDC's Community Development Investment grant program in accordance with this Agreement.

(e) "Effective Date" means the date on which this Agreement is fully executed by both parties.

(f) "Eligible Project Costs" means costs for which CDI Funds and Matching Funds may be used, as outlined in Paragraph 3(b) of this Agreement, which the Recipient incurs between Approval Date and December 31, 2016.

(g) "Ineligible Costs" means costs for which CDI Funds and Matching Funds may not be used, including costs incurred prior to the Approval Date; in-kind contributions; grant application preparation; professional fees, such as architecture, accounting, or legal fees; financing fees; or debt.

(h) "Matching Funds" means non-WEDC funds secured by the Recipient to meet the required 3:1 funding requirement of the CDI Funds under this Agreement. No more than thirty percent (30%) of the Matching Funds may consist of other state and/or federal grants.

(i) "Project" means the Recipient's \$35,195,955 Hotel Northland project, in accordance with the Recipient's Application and the terms of this Agreement.

(j) "Project Location" means the site or sites at which the Project will take place, specifically 304 N. Adams Street, Green Bay, WI.

2. **CDI Funds.** Subject to the terms and conditions set forth in this Agreement, and in Wisconsin law, WEDC shall provide to the Recipient a grant of up to Five Hundred Thousand and 00/100 Dollars (\$500,000.00) in CDI Funds.

3. **Recipient's Obligations.** The Recipient will:

(a) Complete the Project as contemplated by the Application and in accordance with the terms of this Agreement.

(b) Use the CDI Funds and Matching Funds for Eligible Project Costs as outlined in the following budget:

USES	CDI	MATCH	TOTAL
Acquisition	\$0	\$3,100,000	\$3,100,000
Building Renovations	\$500,000	\$30,924,531	\$31,424,531
Site/Area Planning		\$671,424	\$671,424
			\$0
Engineering			\$0
Administration			\$0
TOTAL	\$500,000	\$34,695,955	\$35,195,955
	1.40%	98.60%	

The amount incurred by the Recipient on each Eligible Project Cost may vary by up to ten percent (10%) of the amount delineated in the table above, provided that the total amount of WEDC CDI Funds will not exceed the amount awarded under this Agreement.

(c) Secure Matching Funds from non-WEDC sources equal to at least \$1,500,000.00, to achieve the 3:1 funding requirement of the CDI Funds under this Agreement.

(d) Provide signage, according to WEDC's specifications at the Project Location indicating WEDC financial participation in the Project.

(e) Provide acknowledgement, according to WEDC's specifications, of WEDC's participation in the Project in any and all planning and feasibility documents related to the Project.

(f) Provide reports to WEDC as further described in Paragraph 5 of this Agreement, in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit B.

4. Release of Funds. WEDC will release the CDI Funds contemplated by this Agreement to the Recipient on a disbursement basis. The Recipient may request the CDI Funds in one or more disbursements and will be contingent on the following:

(a) The Recipient submitting to WEDC a request for disbursement of funds in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit A.

(b) The Recipient submitting to WEDC a report detailing the dollar amount and purpose of the Eligible Project Costs included in the request for disbursement as well as the dollar amount and purpose of each expenditure that the Recipient has contributed to the Project since the date of the previous disbursement of CDI Funds.

(c) The Recipient submitting to WEDC documentation of the Eligible Project Costs incurred against the CDI Funds, and the Recipient submitting to WEDC documentation of the Eligible Project Costs incurred against the Matching Funds, in an amount that is 3:1 of the CDI Funds being requested. Such documentation may include, but not be limited to, purchase orders or invoices.

(d) The Recipient must provide documentation of bank loan commitments totaling a minimum of \$17,500,000 prior to the first disbursement.

(e) The Recipient must request all CDI Funds no later than December 31, 2016.

5. Reporting. The Recipient shall provide reports to WEDC subject to the following requirements:

(a) Semi-Annual performance reports in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit B, which shall include a financial overview and narrative summary on the progress of the Project to date, as well as the following metrics, specific to the Project:

- (i) Job creation;
- (ii) Job retention;
- (iii) Public sector dollars leveraged;
- (iv) Private sector dollars leveraged;
- (v) Project specific gains including the number of formerly vacant square feet that was activated;
- (vi) Increase in tax base; and

(vii) Number and type of plans developed.

(b) **Schedule of Reporting:**

PERIOD COVERED	DOCUMENTATION	DUE DATE
See Paragraph 6 Below	Schedule of Expenditures	See Paragraph 6 Below
8/1/2014 – 12/31/2014	Semi-Annual Performance Report	3/1/2015
1/1/2015 – 6/30/2015	Semi-Annual Performance Report	9/1/2015
7/1/2015 – 12/31/2015	Semi-Annual Performance Report	3/1/2016
1/1/2016 – 6/30/2016	Semi-Annual Performance Report	9/1/2016
7/1/2016 – 12/31/2016	Final Report	3/1/2017

6. **Schedule of Expenditures.** Consistent with Wis. Stat. § 238.03(3)(a), the Recipient must submit to WEDC, within 120 days after the end of the Recipient's fiscal year in which any grant or loan funds were expended, a schedule of expenditures of the grant or loan funds, including expenditures of any matching cash or in-kind match, signed by the director or principal officer of the recipient to attest to the accuracy of the schedule of expenditures. The Recipient shall engage an independent certified public accountant to perform procedures, approved by WEDC and consistent with applicable professional standards of the American Institute of Certified Public Accountants, to determine whether the grant or loan funds and any matching cash or in-kind match were expended in accordance with the grant or loan contract. The Recipient must make available for inspection the documents supporting the schedule of expenditures.

7. **Event of Default.** The occurrence of any one or more of the following events shall constitute an Event of Default for the purposes of this Agreement:

(a) The Recipient ceases operation or relocates operations outside of Wisconsin within five (5) years of the Effective Date of this Agreement.

(b) The Recipient supplies false or misleading information to WEDC in connection with this Agreement.

(c) The Recipient fails to comply with or perform, in any material respect, any of its obligations under this Agreement.

8. **Remedies in Event of Default.**

(a) Upon the occurrence of an Event of Default, WEDC shall send a written notice of default to the Recipient, setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure any such Event of Default to the reasonable satisfaction of WEDC within thirty (30) calendar days, WEDC may, without further written notice to the Recipient, declare the Recipient in default. In the Event of Default, WEDC may terminate the Agreement and recover from the Recipient:

- (i) One hundred percent (100%) of the total amount of CDI Funds disbursed under this Agreement;
- (ii) A financial penalty of up to one percent (1%) of the CDI Funds; and
- (iii) All court costs and reasonable attorney's fees incurred by WEDC in terminating the Agreement and recovering the amounts owed by the Recipient under this provision.

(b) These amounts shall be paid to WEDC within thirty (30) calendar days of demand by WEDC hereunder. If the Recipient fails to pay these amounts to WEDC, the Recipient will be liable for the full unpaid balance plus interest at the annual rate of twelve percent (12%) from the date of the notice of Event of Default.

(c) The thirty (30) day cure period set forth in (a) above may be extended by WEDC, provided that the Recipient begins to cure such matter and thereafter diligently pursues a cure.

9. Recipient's Warranties and Representations. In addition to the other provisions of this Agreement, the Recipient hereby warrants and represents to the best of its knowledge that as of the date of this Agreement:

(a) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material, adverse effect on the Recipient's ability to perform its obligations under this Agreement.

(b) The undersigned officer of the Recipient is fully authorized to execute and deliver this Agreement on behalf of the Recipient.

(c) In making these warranties and representations, the Recipient has not relied on any information furnished by WEDC.

(d) The Recipient's warranties and representations herein are true and accurate as of the Effective Date of this Agreement, and shall survive the execution thereof.

10. Wisconsin Public Records Law and Confidential Documents.

(a) The Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, §§ 19.31-.39.

(b) Except as otherwise required or provided by court order, legal process or applicable law including §§ 19.31-.39, WEDC shall not, without the Recipient's consent, reveal or disclose to any non-government person or entity financial or other information or materials provided by the Recipient if the Recipient has indicated that such information or materials are sensitive and should be kept confidential. The Recipient must indicate that such materials are to be protected under this paragraph by marking the documents "confidential."

(c) If the Recipient contends that any document provided to WEDC is exempt from disclosure under Wisconsin's Public Records Law, for reasons including that the document qualifies as a trade secret under § 134.90, the Recipient shall:

- (i) Clearly mark the document as not subject to disclosure under the Public Records Law. If the Recipient contends the document is a trade secret under § 134.90, the Recipient shall specifically mark the documents as "Confidential Trade Secrets."
- (ii) Provide WEDC with a concise, written explanation describing the basis for contending the document is not subject to the Public Records Law.
- (iii) If applicable, provide WEDC with two copies of the document the Recipient contends is exempt – a clean copy and a copy with the exempted information redacted.

(d) WEDC agrees to notify the Recipient if it receives a public records request for documents marked under Paragraph (c).

11. Additional Requirements.

(a) **Project Records.** The Recipient shall prepare, keep and maintain such records as may be reasonably required by WEDC to validate the Recipient's performance under this Agreement and the performance reports provided to WEDC.

(b) Inspection.

- (i) WEDC and its respective agents, shall, upon 48 hours advance written notice to the Recipient, have the right to enter the Recipient's premises, during normal business hours, to inspect the Recipient's operations documentation relating to this Agreement, provided, however, that such access does not unreasonably disrupt the normal operations of the Recipient.
- (ii) The Recipient shall produce for WEDC's inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Agreement.
- (iii) WEDC reserves the right to conduct a physical site visit of the Project while the Project is ongoing and after Project completion.

(c) **Nondiscrimination in Employment.** Consistent with Wis. Stat. § 16.765: In connection with the performance of work under this contract, Recipient agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Recipient further agrees to take affirmative action to ensure equal employment opportunities. Recipient agrees to post in conspicuous places, available

for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(d) **Consolidation or Merger.** During the term of this Agreement, the Recipient shall provide written notice to WEDC of any consolidation or merger with or into any other unrelated corporation or business entity.

(e) **Public Announcement.** The Recipient agrees to work with WEDC in making a public announcement of this Agreement.

12. Conflicts. In the event of any conflict between the provisions of this Agreement and any accompanying documents, the terms of this Agreement control.

13. Choice of Law. THIS AGREEMENT AND ALL MATTERS RELATING TO IT OR ARISING FROM IT - WHETHER SOUNDING IN CONTRACT LAW OR OTHERWISE - SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED PURSUANT TO, THE LAWS OF THE STATE OF WISCONSIN.

14. Venue, Jurisdiction. Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, shall be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.

15. Waiver of Right to Jury Trial. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN WEDC AND THE RECIPIENT CONCERNING OR RELATING TO THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEY'S FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE RECIPIENT HEREUNDER.

16. LIMITATION OF LIABILITY. RECIPIENT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM WEDC ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY RECIPIENT.

17. Severability. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions, which shall remain in full force and effect to govern the parties' relationship.

18. WEDC Not a Joint Venturer or Partner. WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.

19. **Captions.** The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.
20. **No Waiver.** No failure or delay on the part of WEDC in exercising any power or right under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such power or right preclude any other exercise of any other power or right.
21. **Entire Agreement.** This Agreement embodies the entire agreement of the parties concerning WEDC's and the Recipient's obligations related to the subject of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Recipient and WEDC. This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this agreement.

IN WITNESS WHEREOF, WEDC and the Recipient have executed and delivered this Agreement effective the date set forth next to WEDC's signature below.

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By:  _____ Date: 3/18/15
Jake Kuester
Vice President, Credit & Risk

CITY OF GREEN BAY

By:  _____ Date: 3/18/15
James Schmitt,
Mayor

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

City of Green Bay
100 N. Jefferson St.
Green Bay, WI 54301
Attn: Greg Flisram

Notices to WEDC hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed as follows:

Wisconsin Economic Development Corporation
Division of Credit & Risk
P.O. Box 1687
Madison, WI 53701
Attn: Community Development Investment
Contract # CDI FY14-22293

EXHIBIT A REQUEST FOR WEDC PAYMENT

Award Number: CDI FY14-22293	Rep: P. Holden	Recipient: City of Green Bay
FEIN # 39-6005458		Request Number:
Program: Community Development Investment		Award Type: Grant
Funding Period Covered by this Request From: _____ To: _____		

PROJECT EXPENSES INCURRED/PAID DURING THIS PERIOD

Budget Code	Description	WEDC Funding This Period	Match Funding This Period	Total This Period
0401	Building Renovation			
0120	Acquisition			
0360	Site Planning			
TOTAL:				

PAYMENT/PROJECT EXPENSE/MATCH DESCRIPTION – Disbursement
Prior to the release of funds, the following requirements must be met (to be initialed by WEDC staff):

- The Recipient submitting to WEDC a report detailing the dollar amount and purpose of the Eligible Project Costs included in the request for disbursement as well as the dollar amount and purpose of each expenditure that the Recipient has contributed to the Project since the date of the previous disbursement of CDI Funds.
- The Recipient submitting to WEDC documentation of the Eligible Project Costs incurred against the CDI Funds, and the Recipient submitting to WEDC documentation of the Eligible Project Costs incurred against the Matching Funds, in an amount that is 3:1 of the CDI Funds being requested. Such documentation may include, but not be limited to, purchase orders or invoices.
- The Recipient must provide documentation of bank loan commitments totaling a minimum of \$17,500,000 prior to the first disbursement.
- The Recipient must request all CDI Funds no later than December 31, 2016.

I hereby certify that the expenses reported on this form are in accordance with the terms of the agreement and that complete and accurate records are being kept to substantiate such expenses.

Authorized Recipient Signature

Date

WEDC Underwriter

Date

WEDC Controller or Finance Department

Date

Retain a copy of the completed form for your records and mail the original and documentation to:
Wisconsin Economic Development Corporation, P.O. Box 1687, Madison, Wisconsin 53701

EXHIBIT B **ECONOMIC DEVELOPMENT PROJECT PERFORMANCE REPORT** **(SAMPLE ONLY)**

PLEASE RETURN YOUR COMPLETED REPORT AND REQUIRED SUPPORTING DOCUMENTATION TO:
reporting@wedc.org



PROJECT INFORMATION		
CONTRACT #: CDJ FY14-22293 AWARDEE: City of Green Bay PROJECT SITE: Green Bay, WI	REPORTING DESIGNEE: Email:	REPORTING PERIOD:
PROJECT FUNDING	Planned	Actual
TOTAL PROJECT BUDGET	\$35,195,955	
Awardee Direct Expenditures	please enter → amounts	\$
Other Privately Funded Expenditures (Investors, financial institutions)		\$
Other Publicly Funded Expenditures (state, federal, other public aid)		\$
TOTAL PROJECT EXPENDITURES		\$
WEDC Funds Utilized	\$500,000	

SUMMARY OF PROGRESS Provide a comprehensive summary of project activities that have been accomplished as of the end of the reporting period. Please describe any progress towards project deliverables, as well as any factors that may have had an adverse effect on the project or slowed progress on expected performance. Briefly address project plans for the coming year including what steps will be taken to ensure performance within agreed-upon timelines. Attach additional pages if needed. Percentage Completion of Project: ____% What project activities have been completed as of the end of the reporting period, and which would not have occurred if not for WEDC assistance? What contract deliverables were completed during the reporting period? (Please provide an explanation for any deliverables that were not met) What actions are being taken within the next year to ensure contractual performance?
--

GENERAL CERTIFICATIONS No WEDC funds were utilized to outsource jobs from the state of Wisconsin. ☐ Agree ☐ Disagree (attach an explanation)
--

PRINCIPAL/PROJECT DIRECTOR AFFIDAVIT As the authorized representative for this project, I hereby attest and certify that the information provided in this report is true and correct to the best of my knowledge. _____ (SIGNATURE) _____ (PRINT NAME) _____ (EMAIL ADDRESS)	WEDC Review
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LESS ON ACTIVITIES AND DELIVERABLES

Summarize your organization's progress towards completion of planned metrics outlined in the award agreement by providing quantitative responses, such as the number/unit attained or the percentage toward completion. Include all items in the agreement's scope of work, affirmative covenants, and performance deliverables actions. Attach additional pages if necessary, or provide additional details in the "Summary of Progress" section on page 1.

Scope of Work Item/Affirmative Covenant/Deliverable	Progress on Metric
Provide acknowledgement according to WEDC's specifications of WEDC's participation in the Project in any and all planning and feasibility documents related to the Project.	
Provide signage according to WEDC specifications at the Project Location indicating WEDC financial participation in the Project.	
Secure matching funds from non WEDC sources equal to at least \$1.5M, to achieve 3:1 match requirements to the CDI funds under this Agreement.	

EMPLOYMENT IMPACT

Number of Non-Vacant, Permanent, Full-Time (2,080 hrs/yr) Positions (no construction or independent contractor positions)	Before Project	Jobs Maintained	Jobs Created	Jobs Eliminated	Net Total Number of Jobs
At the Project Site					
At All Other Wisconsin Operations					
NET TOTALS					

SUPPORTING DOCUMENTATION

Please attach your organization's most recent UCT-101e report filed with the Wisconsin Department of Workforce Development.

CAPITAL INVESTMENT

	Planned	Actual
Total expenditures related to the purchase, acquisition, construction, replacement, rehabilitation or modernization of non-current, tangible, permanent fixed or capital assets.	\$35,195,955	Enter Totals Below

Investment Breakdown

Land, Buildings & Real Estate	\$
Fixtures, Vehicles & Permanent Equipment	\$
Other Capital Assets	\$

SERVICES/TECHNICAL ASSISTANCE

	Actual
Number of Organizations and/or Businesses Served (entities)	
Number of Service Beneficiaries (people)	
Please summarize any measurable impacts resulting from assistance:	
Business or Marketing Plan(s) Completed:	Businesses Established/Startups:
Entities gaining access to new Public or Private Financing:	Total new Financing Secured:
Percentage of participants fully completing intended service objectives: %	
☐ (if applicable) Measured satisfaction through a survey. Response Rate: %	

COMMUNITY DEVELOPMENT PLAN/FEASIBILITY STUDY

☐ Preliminary Plan development completed or currently in process
☐ Plan Completed/Produced
☐ Plan used in private industry financing application

DEVELOPMENT AGREEMENTHOTEL NORTHLAND

THIS TRI-PARTY DEVELOPMENT AGREEMENT made as of the 5th day of March, 2014, by and between the **REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY** (hereinafter called the "RDA"), the **CITY OF GREEN BAY** (hereinafter called the "CITY"), and **FRANTZ COMMUNITY INVESTORS**, a corporation (hereinafter called the "DEVELOPER"). The RDA, CITY, and DEVELOPER may collectively be referred to as the "PARTIES."

WITNESSETH:

WHEREAS, DEVELOPER desires to purchase the former Hotel Northland Property, 304 N. Adams Street, Parcel 12-78, (the "Hotel Property") so that DEVELOPER may redevelop and renovate the structure returning it a luxury boutique hotel consisting of 160 luxury hotel rooms, restaurant, fitness center/spa and/or other ancillary uses;

WHEREAS, the subject building is on the National Register of Historic Places and all renovations will comply with the historic preservation standards promulgated by the National Trust for Historic Preservation;

WHEREAS, the RDA owns a parcel of land adjacent to the Hotel Property, Parcel 11-2 (the "RDA Property") that is being transferred to the DEVELOPER as part of its overall contribution to the project;

WHEREAS, the target project commencement date is the second quarter of 2014 with project completion on or before May 21, 2015:

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

I. CITY/RDA COMMITMENTS. The CITY/RDA's financial commitment to the DEVELOPER, more fully described in Sections III and VI, is contingent upon the parties' mutual intent to return the Hotel Northland Property to a luxury boutique hotel in the range of \$25- \$35 million of total project costs by May 21, 2015. The CITY/RDA reserves the right to withdraw CITY assistance if DEVELOPER makes significant deviations from the intended project scope and timeline as defined in this Agreement.

II. PROPOSED PROJECT SCOPE AND DEVELOPER OBLIGATIONS. The DEVELOPER shall purchase the Hotel Property directly from its current owner, Wisconsin Housing Preservation Corp. (WHPC). DEVELOPER shall extensively renovate and rehabilitate the hotel, an 8-story, 167,000 square foot structure to include approximately 160 luxury hotel rooms and related services (the "Project"). The minimum total development costs for the Project shall be \$25 million. DEVELOPER shall also comply with all of the following requirements for this Project:

- A. DEVELOPER shall acquire the Hotel Property (the "Acquisition Date") no later than ninety (90) days after the New Markets Tax Credits are allocated and awarded in the Spring of 2014.
- B. DEVELOPER shall commence construction (the "Commencement Date") of the Project no later than the end of the second quarter of 2014, with DEVELOPER taking such action as necessary and required to receive all municipal approvals for the Project from

the CITY and/or any other governmental entities, and satisfaction of all conditions required herein.

- C. DEVELOPER shall complete the Project (which shall be deemed achieved by the delivery of a certificate of occupancy or occupancy permit for any portion of the building constructed on the Hotel Property) by May 21, 2015, (the "Completion Date") in accordance with site and building plans as approved by the CITY.
- D. DEVELOPER shall make a private investment of no less than \$1,000,000.00 cash equity.
- E. DEVELOPER has identified a management company to oversee the day to day operations of the hotel and may engage third parties to assist with management duties from time to time.
- F. The CITY will cooperate with respect to any and all permits necessary for completion of the Project. All PARTIES agree to use reasonable efforts to obtain performance of the conditions of this Agreement.
- G. The DEVELOPER shall comply with all applicable Federal, State, and Municipal codes throughout the Project, including site and building plans and obtaining applicable permits.
- H. The Preliminary Concept Plan for the Project (hereinafter "Concept Plan") is attached hereto as Exhibit "B" and is incorporated herein by reference to this Agreement. By execution of this Agreement, the PARTIES hereto expressly approve the Concept Plan. The RDA or the DEVELOPER may at any time propose modifications to the Concept Plan subject to the mutual agreement of the parties.
- I. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means delays beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, the actions of any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency.
- J. At such time as DEVELOPER shall complete Development of the Hotel Property as set forth in Section II herein, the CITY will issue in recordable a Certificate of Completion which states that DEVELOPER has satisfied the development requirements set forth in Section II herein.
- K. The PARTIES shall cooperate fully with each other in implementing the Project and in seeking and obtaining from any or all appropriate governmental bodies (whether federal, state, county or local) any necessary permits, entitlements and approvals, required or useful for the improvement of property and construction of the Development in and on the Hotel Property, or for the provision of services to the Hotel Property, including, without limitation, federal or state grants.

III. RDA PROPERTY TRANSFER. The following property transfer shall take place in order to effectuate the terms of this Agreement:

- A. The RDA shall convey the RDA Property to DEVELOPER after DEVELOPER receives CITY approval on the Concept Plan for Project and the CITY/RDA receives adequate proof that all Project financing and construction agreements are executed. The conveyance of RDA Property shall be by quitclaim deed. DEVELOPER may not resell or lease this parcel for any use other than that shown in the concept plan for the life of the TIF.
- B. DEVELOPER shall have the right to undertake due diligence for RDA Property including the following to the DEVELOPER's reasonable satisfaction:
 - 1. Environmental assessment and clean up. The RDA and the CITY or its agents and assigns have not deposited any contaminants on the RDA Property.
 - 2. Title insurance and ALTA survey review to be paid by the DEVELOPER.
- C. RDA shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner. The RDA and the CITY shall use its best efforts to support DEVELOPER'S zoning requests, if necessary, but cannot guarantee approval of any such requests.

IV. RDA PROPERTY REVERSION. In the event the DEVELOPER fails to comply with any DEVELOPER obligations in this Agreement, subject to any unavoidable delays, RDA Property and its Improvements shall revert back to the RDA at no cost and at which time this Agreement shall become null and void.

V. PARKING.

- A. The CITY will provide up to one hundred and fifty (150) parking spaces within the attached City-owned Pine Street Parking Ramp for hotel guests and employees. Developer shall pay a fixed rate of sixty thousand dollars (\$60,000.00) per year to City as consideration for said parking spaces. This payment arrangement shall commence upon the Hotel's opening and shall be in effect for a period of three consecutive years. Thereafter, the Parties will re-negotiate in good faith the number of parking spaces and rate, in an amount not to exceed the average daily rate in the Downtown district.

VI. FINANCING.

- A. The CITY shall provide a \$2,500,000 Project-supported Tax Increment Financing (TIF) grant to the Project, subject to all of the following conditions: (i.) Developer closes on Hotel Property no later than ninety (90) days after the New Markets Tax Credits are allocated or awarded in the Spring of 2014, (ii) DEVELOPER secures private loan commitments and alternative financing adequate to complete the Project, that may include a combination of the following: historic preservation/rehabilitation tax credits, New Markets Tax Credits, any applicable grants, PACE, equity-shares, low interest bond financing, and/or any other funding to support an estimated \$25-\$35 million investment. The TIF amount shall be known as the Project Grant. DEVELOPER shall provide adequate documentation that other funding sources/options have been exhausted prior to

CITY expenditure of the Project Grant. The CITY/RDA agree to further explore additional, alternative financing sources if Project Grant is not adequate to meet any residual funding deficiencies including, but not limited to, a WEDC Grant in the amount of up to \$500,000.00. In the event that DEVELOPER is not awarded the WEDC Grant, then the Parties may only re-negotiate the terms and conditions of this specific section of this Agreement.

- B. The CITY's Tax Increment Financing debt service associated with the \$2,500,000 Project Grant shall be repaid through the new incremental property taxes generated by the Project, plus the Deficit Payment, if any. The City's anticipated debt service schedule is attached as Exhibit C. A Deficit Payment shall be defined as any shortfall between the annual tax increments generated by the Project and the CITY'S annual debt service payments incurred to fund the Project Grant. The CITY's TIF debt service and any Deficit Payment shall be backed by the DEVELOPER and/or DEVELOPER's personal guarantee. Tax Increments shall have the meaning ascribed to such term under Section 66.1105, Wis. Stats. It is anticipated that the Tax Increments from the Project will be sufficient to repay the CITY's debt service incurred to fund the Project Grant; however, the guarantee set forth in Exhibit D, below shall be required and may apply to any Deficit Payment. Any Deficit Payment shall be paid to the City no later than January 15th of each year.
- C. The PARTIES acknowledge that New Markets Tax Credit financing can significantly assist with the Project financing and is critical to the funding and viability of this Project. They further acknowledge that availability of New Market Tax Credits is uncertain and competitive and that allocations are expected to be awarded in April to June of 2014. In the event that DEVELOPER is not awarded or allocated any New Market Tax Credits, then the PARTIES may only re-negotiate the terms and conditions of this specific section of this Agreement.
- D. The PARTIES acknowledge that the estimated Assessed Value upon Project Completion is expected to be no more than approximately \$15 million. In the event that the Assessed Value of this Project is greater than \$15 million, then CITY shall annually reimburse DEVELOPER only the increment created over and above the \$15 million Assessed Value as a "Pay-Go TIF Grant." If a surplus is created, the "Pay-Go TIF Grant" shall provide reimbursement for a minimum of 10 years, but not to exceed a cumulative total of \$1.5 million over the life of the TIF. DEVELOPER shall reinvest the "Pay-Go TIF Grant" back into the Project capital expenditures or operations. The tax increment created by this Project up to the \$15 million Assessed Value is the basis for the Project Grant and shall be retained by the CITY for payment of the CITY's TIF debt service for this Project and any other related costs.
- E. **Personal Guarantee.** Any individual member of the DEVELOPER shall personally guarantee the entire amount of the CITY's debt service incurred for the Project Grant provided that all Tax Increments generated by the Project shall be credited against, and shall reduce the obligations under, such guarantee. The personal guarantee for each individual member of DEVELOPER is attached as Exhibit D and hereby incorporated by reference. The CITY's Debt Service is defined as the cost of borrowing \$2,500,000.00 of Project-supported TIF funding. DEVELOPER shall be invoiced for any Deficit Payment that exists in a calendar year and shall pay the Deficit Payment within thirty (30) days of receipt of the City's invoice. If DEVELOPER fails to pay for the Deficit Payment, then CITY may place the amount as a special charge against the Hotel Property.

DEVELOPER shall provide updated personal financial statements if requested to allow the CITY/RDA to review in relation to this guarantee and any Deficit Payment. Any guarantee under this section for a Deficit Payment shall expire upon retirement of the CITY's debt service or the termination of this Agreement.

- F. Subject to approval from the DEVELOPER's financing partners, the Project Grant in the amount of \$2.5 million shall be placed as a lump sum into an escrow account with the DEVELOPER's bank, financial institution, or financing partner. DEVELOPER shall draw first from DEVELOPER's account prior to accessing any Project Grant monies from CITY or RDA. Thereafter, Project Grant monies may be drawn from the escrow account on a percentage basis along with any of DEVELOPER's monies. The percentage basis for draw calculations shall be as follows: For every \$1,000.00 spent related to the Project, CITY or RDA shall disburse \$250.00 after review and written approval by a CITY or RDA representative of any invoices for any work completed.
- G. DEVELOPER shall be responsible for the cost of issuance and any other related bond costs for the CITY's TIF debt service, which shall be capped at no more than \$30,000.00.

VII. EASEMENTS, COVENANTS AND LICENSES.

- A. The CITY/RDA and the DEVELOPER will enter into all necessary easements for the Hotel Property as may be determined to be necessary. The easements shall run with the land and benefit all subsequent owners of the Hotel Property. There shall be no annual charges or fees associated with such easements.
- B. The CITY/RDA may grant DEVELOPER a temporary construction license or easement to perform work from public rights of way, subject to conditions and approval by the Department of Public Works.
- C. Additional easements, covenants, conditions and restrictions may be deemed necessary or desirable to achieve the purposes of this Agreement. In such event, said easements, covenants, conditions and restrictions shall be in writing and mutually agreed to by the PARTIES.

VIII. ENVIRONMENTAL.

- A. The RDA and/or CITY shall make available all known environmental reports and activity upon the RDA Property. If site remediation is required, the CITY/RDA will work cooperatively with DEVELOPER to off-set any extraordinary site clean-up costs; however, CITY/RDA shall not be legally or financially obligated to remediate the site.
- B. Subsequent to the conveyance of the RDA Property to the DEVELOPER, the DEVELOPER shall be responsible for, indemnify, pay on behalf of, defend and hold CITY's and RDA's, agents, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity): (a) arising from the actual existence, treatment, deposit, release, storage, or disposal of any hazardous substances as defined under Environmental Laws, whether on or off the RDA Property, which occurred subsequent to the date of conveyance of the RDA Property; and (b) arising from the breach of any

warranty, covenant or representation of DEVELOPER to the CITY or RDA, or any other obligation of DEVELOPER to the CITY or RDA, under this Agreement.

As used herein, the term "hazardous materials or substances" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 *et seq.*; the Toxic Substance Control Act, 15 U.S.C. 2601 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. *et seq.*; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f *et seq.*; the Clean Air Act, 42 U.S.C. 7401 *et seq.*; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and (E) asbestos containing materials. The provisions of this Section 20 shall survive the conveyance to Developer of the RDA Property.

IX. DEVELOPER'S TRANSFER RESTRICTIONS AND OBLIGATIONS.

- A. After closing on the RDA Property, DEVELOPER may transfer the RDA Property only upon the RDA's written consent. DEVELOPER may assign all rights and obligations under this agreement only to a controlled and affiliated company to own, manage and operate the RDA Property. However, no assignment of rights and obligations under this Agreement to an unaffiliated party may occur without the RDA's written consent. In the event a transfer occurs without RDA approval, the RDA/CITY may request or institute legal action for reversion of the RDA Property to the RDA and/or to recover the entire TIF amount based upon a breach of this Agreement.
- B. All requests requiring the RDA approval shall be submitted at least 30 days in advance of the date of the proposed action.
- C. DEVELOPER shall be prohibited from selling the Hotel Property to a non-profit organization during the life of the Tax Increment District unless agreed to writing by the RDA.
- D. The above restrictions do not preclude the creation of a mortgage, encumbrance or lien upon the Hotel Property for the purpose of financing or refinancing the development or any part thereof pursuant to this Agreement. In the event of the creation of any mortgage, encumbrance or lien, without the voluntary act of a party, the DEVELOPER shall notify the RDA promptly of such occurrence. This Development Agreement shall be subordinate to any mortgage, encumbrance, or lien upon the Hotel Property for the purpose of financing or refinancing the development or any part thereof pursuant to this Agreement.

- E. Prior to RDA Property transfer to DEVELOPER, the DEVELOPER shall furnish to the RDA evidence of the construction contract with respect to the development to be commenced.
- F. At any time during the implementation of the development contemplated by this Agreement, the DEVELOPER may submit to the RDA proposed revisions in the approved Concept Plans in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plans. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the proposed revisions in the Concept Plans; provided, however, that the RDA shall approve such revised Concept Plans unless it reasonably finds that such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the RDA or the CITY, or adversely affect the Concept Plans. The RDA will make all reasonable efforts to approve of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.
- G. The DEVELOPER shall provide to the CITY/RDA a Development Budget, a table of sources & uses, revised project pro-forma, and preliminary concept design plans no later than June 30, 2014. The DEVELOPER shall also provide to the CITY/RDA full Design Development Documents consisting of site plans and building plans or other drawings and other documents that fix and describe the size and character of the entire development project as to structural, mechanical and electrical systems, materials and other such essentials as may be determined by the RDA to be appropriate no later than March 31, 2014. The RDA may approve, disapprove or impose further requirements with respect to the Development Budget and Design Development Documents, provided, however, that if the Development Budget and Design Development Documents conform with the Concept Plans, such approval may not unreasonably be withheld. In the event the Development Budget and Design Development Documents are not acted upon by the RDA within thirty (30) days of the date of submission, they shall be deemed approved. The RDA will make all reasonable efforts to approve of the budget and plans in less than thirty (30) days, including convening for special meetings to review and consider such budget and plans.
- H. The DEVELOPER shall file with the RDA copies of the detailed construction plans promptly (within thirty (30) days) after completion of construction.
- I. During the period prior to construction pursuant to this Agreement, the DEVELOPER shall from time to time advise the RDA regarding information having a bearing upon the RDA's interest under this Agreement, and, after date of commencement of construction by the DEVELOPER, the DEVELOPER will file with the RDA quarterly progress reports during the course of construction.
- J. All documents shall be submitted in triplicate.
- K. The DEVELOPER agrees, as a covenant running with the Hotel and RDA Property (and any subsequent lease or deed shall so provide), not to discriminate on the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the Hotel and RDA Property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of

title, but will entitle the RDA/CITY to such injunctive relief or other remedies as may be available at law.

- L. INSURANCE. Prior to commencing construction under this Agreement, the DEVELOPER shall obtain and keep in full force and effect during construction of the improvements, an all-risk builder's risk insurance policy for the Project Site on which construction is occurring with coverage equal to the total amount of the DEVELOPER's construction contract or contracts for all improvements being constructed. Such builder's risk insurance policy shall name the RDA and CITY as an additional insured, subordinate in its rights to such proceeds to the DEVELOPER's mortgagee. However, in such a case, DEVELOPER is not relieved of its obligation to perform under this Agreement. The DEVELOPER shall also obtain and keep in full force and effect during construction of its improvements, for the benefit of the RDA and CITY, an owner's comprehensive protective liability insurance policy with personal injury coverage of at least \$5,000,000.00, and property damage coverage of at least \$10,000,000.00. Such policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin. Prior to commencement of construction, the DEVELOPER shall file with the CITY Insurance Department a certificate of insurance setting forth that all coverage herein is in full force and effect and providing the RDA and CITY will be given ten (10) days written notice prior to termination or cancellation of such coverage.

X. MUTUAL RIGHTS OF ACCESS.

- A. Prior to closing on the RDA Property, the RDA shall permit representatives of the DEVELOPER to have access to any part of the RDA Property to which the RDA holds the right of possession at all reasonable times to obtain data and make various tests concerning the RDA Property necessary to carry out this Agreement. CITY will use reasonable efforts to work with DEVELOPER for parking accommodations for parties of DEVELOPER accessing the RDA Property to obtain data or perform tests during the term of this Agreement.
- B. After closing on the Hotel Property, the DEVELOPER shall permit representatives of the RDA to have reasonable access to the Hotel Property at all reasonable times for the purposes of this Agreement, including, but not limited to, inspection of all work being performed in connection with construction.
- C. NO CHARGE. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section.

XI. TERMINATION AND CONTINGENCIES

- A. This Development Agreement shall terminate upon expiration of the Tax Increment District.
- B. The obligations of DEVELOPER under this Development Agreement are contingent upon each of the following:
- a. DEVELOPER purchasing the Hotel Property.
 - b. DEVELOPER having received a commitment for sources of capital, including, but not limited to, debt financing, New Market Tax credits and other incentives to

complete the purchase of the Hotel Property and develop the Hotel Property as contemplated herein.

- c. DEVELOPER having obtained approval from the RDA and City for all materials submitted to RDA/City by Developer pursuant to Section IX.G herein, including but not limited its Development Budget, Design Development Documents, and Concept Plans.
- d. Prior to the acquisition of the Hotel Property, DEVELOPER being satisfied to an environmental assessment, title examination, and Alta Survey of the RDA Property.
- e. DEVELOPER obtaining zoning classification and permitted uses under said zoning classification for the RDA Property which are consistent with the terms and conditions set forth in this Agreement.

XII. OTHER RIGHTS AND REMEDIES.

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

Completion of the development in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the PARTIES; accordingly, the PARTIES shall, in the event of legal proceedings, seek remedies to compel the specific performance of the defaulting party as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the PARTIES may seek damages as authorized. No other remedies for the PARTIES to this agreement exist outside of this Agreement.

- B. The PARTIES shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way (it being the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved); nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- C. Except as expressly provided otherwise in this Agreement, the rights and remedies of the PARTIES to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more such remedies shall not preclude the exercise of it, at the same different times, of any other such remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance or manner of time thereof, of any obligation of any other party

or any condition of its own obligation under this Agreement shall be considered a waiver of any rights of the party making waiver with respect to the particular obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any other obligations.

- D. No official or employee of the RDA/CITY shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are PARTIES to this Agreement. No official or employee of the RDA/CITY shall be personally liable to the DEVELOPER or any successor in interest, in the event of any default or breach by the RDA/CITY, or for any amount which becomes due to the DEVELOPER or its successors under this Agreement.
- E. APPLICABLE LAW, SEVERABILITY, AND ENTIRE AGREEMENT. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then (unless in the judgment of the party or PARTIES thereby adversely affected such provision was a material part of the consideration for their entering into this Agreement, that without it they would not have entered into this Agreement) the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding among the PARTIES with respect to its subject matter, there being no terms, conditions, warranties or representatives with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the PARTIES hereto, their respective successors and assigns.
- F. AMENDMENTS TO AGREEMENT. This Agreement may not be changed orally, but only by agreement in writing and signed by the PARTIES hereto.
- G. THIRD PARTIES. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the PARTIES hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.
- H. NO PARTNERSHIP CREATED. This Agreement specifically does not create any partnership or joint venture between the PARTIES hereto, or render any party liable for any of the debts or obligations of any other party.
- I. FORMALITIES AND AUTHORITY. The PARTIES hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.
- J. NOTICES AND DEMANDS. A notice, demand or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested or delivered personally:

To DEVELOPER:

Frantz Community Investors
3801 Beverly Rd SW
Cedar Rapids, IA 52404

To RDA:

Redevelopment Authority
of the City of Green Bay
Attention: Executive Director
100 North Jefferson Street, Room 608
Green Bay, WI 54301

To CITY:

City of Green Bay
Attention: City Clerk
100 North Jefferson Street
Green Bay, WI 54301

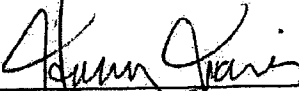
or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a party under this Agreement to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

(SIGNATURE PAGE TO FOLLOW)

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

Attest:

Redevelopment Authority of the City of Green Bay



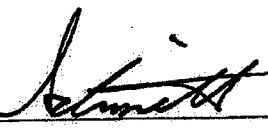
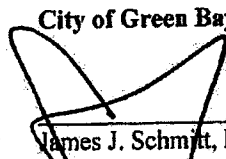
Harry Maier, Chairman



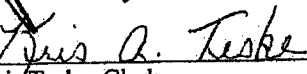
Cheryl Renier-Wigg, Executive Director

Attest:

City of Green Bay



James J. Schmitt, Mayor



Kris Teske, Clerk

Attest:

Frantz Community Investors



Michael Frantz

EXHIBIT A
Legal Descriptions

Northland Hotel Property

Lots Seventy-two (72) and Seventy-three (73), according to the recorded Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

Tax Parcel number 12-148

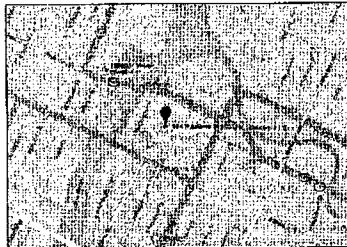
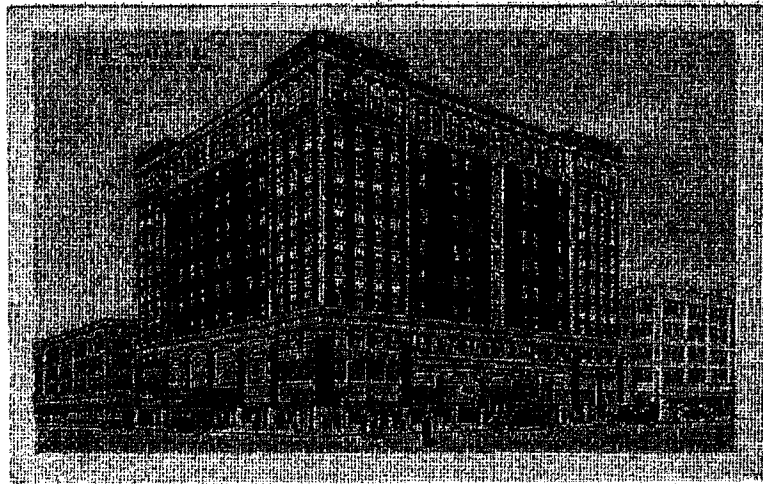
EXHIBIT B
Concept Plans

50% DESIGN DEVELOPMENT - NOT FOR CONSTRUCTION

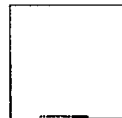
HOTEL NORTHLAND

304 NORTH ADAMS ST.
GREEN BAY, WI 54301

KAHLER SLATER PROJECT: 214013.00
07/10/2014



VICINITY MAP



ARCHITECT'S
PROFESSIONAL
STAMP
STATE OF WISCONSIN
PROJECT NO. 214013.00

SHEET INDEX-GENERAL	
Sheet Number	Section
001	COVER SHEET
002	PARTIAL ELEVATION

SHEET INDEX-ARCHITECTURAL	
Sheet Number	Section
001	GROUND FLOOR PLAN
002	FIRST FLOOR PLAN
003	SECOND FLOOR PLAN
004	THIRD FLOOR PLAN
005	FOURTH FLOOR PLAN
006	FIFTH FLOOR PLAN
007	SIXTH FLOOR PLAN
008	SEVENTH FLOOR PLAN
009	EIGHTH FLOOR PLAN
010	NINTH FLOOR PLAN
011	TENTH FLOOR PLAN
012	ROOF PLAN
013	SECTION A-A
014	SECTION B-B
015	SECTION C-C
016	SECTION D-D
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018	SECTION F-F
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020	SECTION H-H
021	SECTION I-I
022	SECTION J-J
023	SECTION K-K
024	SECTION L-L
025	SECTION M-M
026	SECTION N-N
027	SECTION O-O
028	SECTION P-P
029	SECTION Q-Q
030	SECTION R-R
031	SECTION S-S
032	SECTION T-T
033	SECTION U-U
034	SECTION V-V
035	SECTION W-W
036	SECTION X-X
037	SECTION Y-Y
038	SECTION Z-Z
039	SECTION AA-AA
040	SECTION BB-BB
041	SECTION CC-CC
042	SECTION DD-DD
043	SECTION EE-EE
044	SECTION FF-FF
045	SECTION GG-GG
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052	SECTION NN-NN
053	SECTION OO-OO
054	SECTION PP-PP
055	SECTION QQ-QQ
056	SECTION RR-RR
057	SECTION SS-SS
058	SECTION TT-TT
059	SECTION UU-UU
060	SECTION VV-VV
061	SECTION WW-WW
062	SECTION XX-XX
063	SECTION YY-YY
064	SECTION ZZ-ZZ
065	SECTION AA-AA
066	SECTION BB-BB
067	SECTION CC-CC
068	SECTION DD-DD
069	SECTION EE-EE
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077	SECTION MM-MM
078	SECTION NN-NN
079	SECTION OO-OO
080	SECTION PP-PP
081	SECTION QQ-QQ
082	SECTION RR-RR
083	SECTION SS-SS
084	SECTION TT-TT
085	SECTION UU-UU
086	SECTION VV-VV
087	SECTION WW-WW
088	SECTION XX-XX
089	SECTION YY-YY
090	SECTION ZZ-ZZ
091	SECTION AA-AA
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093	SECTION CC-CC
094	SECTION DD-DD
095	SECTION EE-EE
096	SECTION FF-FF
097	SECTION GG-GG
098	SECTION HH-HH
099	SECTION II-II
100	SECTION JJ-JJ



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Sheet Index & Partials

50% DESIGN
DEVELOPMENT - NOT FOR
CONSTRUCTION

Drawing Date
07/10/2014

HOTEL NORTHLAND

304 NORTH ADAMS ST.
GREEN BAY, WI 54301
Project No. 214013.00
INTERIOR

Sheet No.
COVER SHEET

Copyright © 2014 Kahler Slater, Inc. All Rights Reserved.
111402 North Adams Street, Green Bay, WI 54301
Telephone: 920.228.4400 Fax: 920.228.4401

G0.00

[illegible]

SYMBOL IDENTIFICATION			
SYMBOL	SYMBOL NAME	FIELD	FIELD NAME
 SINGLE WIRE CONNECTION	 SINGLE WIRE CONNECTION	 SINGLE WIRE CONNECTION	 SINGLE WIRE CONNECTION
 DOUBLE WIRE CONNECTION	 DOUBLE WIRE CONNECTION	 DOUBLE WIRE CONNECTION	 DOUBLE WIRE CONNECTION
 GROUND CONNECTION	 GROUND CONNECTION	 GROUND CONNECTION	 GROUND CONNECTION
 POWER SOURCE	 POWER SOURCE	 POWER SOURCE	 POWER SOURCE
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- NOT FOR CONSTRUCTION -

Journal of Interpersonal Violence 27(12)

50% DESIGN
DEVELOPMENT - NOT FOR
CONSTRUCTION

Drawing Date
2/2/2007

HOTEL NORTHLAND

204 NORTH ADAMS ST. GREENSBAY, WI 53001	FRANK'S COMPANY
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Project No. 214013.00
FRONT-COMMUNITY
INVESTORS

**BASEMENT FLOOR
DEMOLITION PLAN**

Don't get it? Call 1-800-368-2868, ext. 104 for more info.
 117 Third Street, Suite 104, Milwaukee, Wisconsin 53203
 Telephone: 414-272-7799 Fax: 414-272-1281

455 East Wells Street, Suite 100, Madison, Wisconsin 53703
 Telephone: 608-251-8100 Fax: 608-251-1947

Serial No. AD1:10

1. **Identify the problem.** The problem is that the company is not meeting its sales goals. The sales team is not performing well, and the company is losing market share to its competitors.

2. **Analyze the problem.** The sales team is not performing well because they are not using the right sales strategy. They are not targeting the right customers, and they are not using the right sales channels.

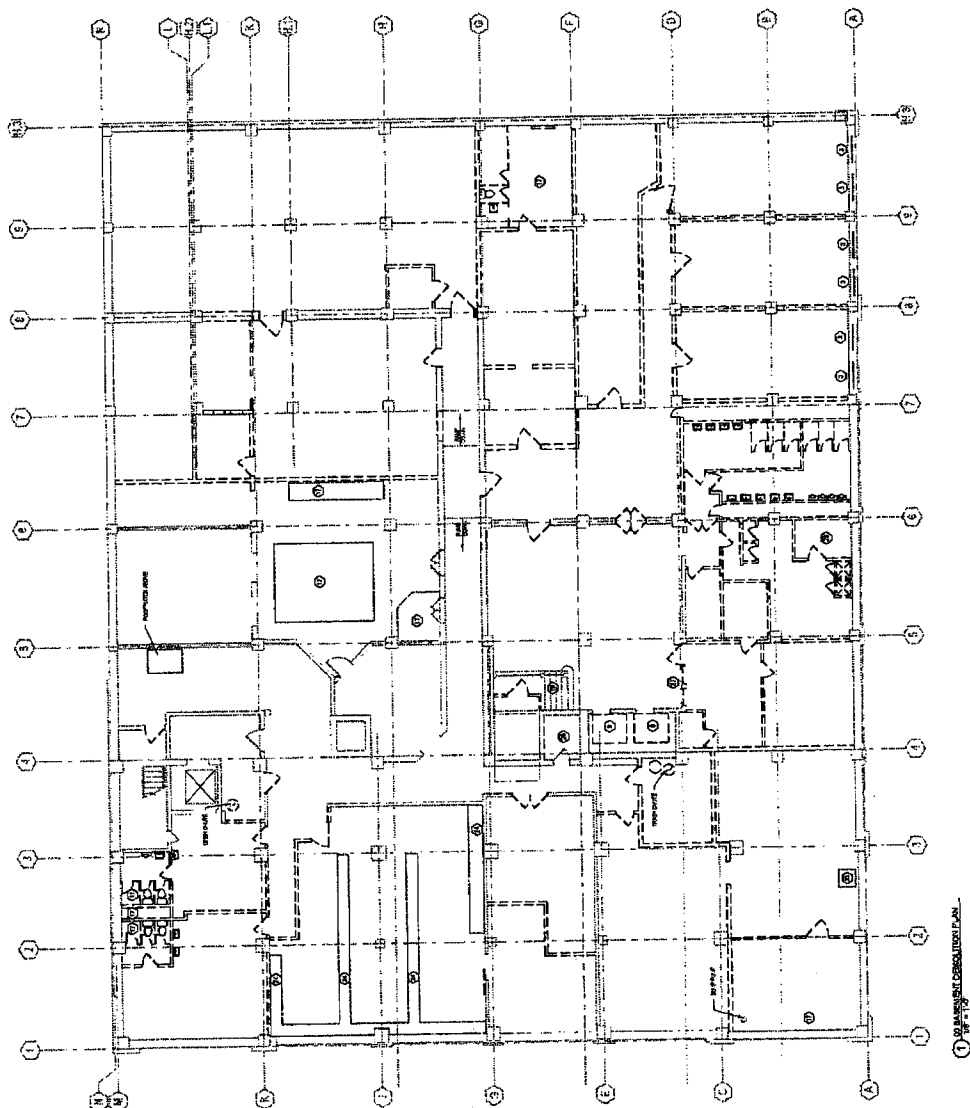
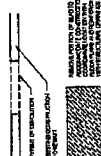
3. **Develop a solution.** The solution is to develop a new sales strategy that targets the right customers and uses the right sales channels. This strategy should be based on a thorough understanding of the market and the company's strengths and weaknesses.

4. **Implement the solution.** The new sales strategy should be implemented by the sales team. They should be trained on the new strategy and given the resources they need to succeed.

5. **Evaluate the results.** The results of the new sales strategy should be evaluated regularly. The company should track its sales performance and compare it to its goals. If the results are not meeting expectations, the company should make adjustments to the strategy.

Q1a. Do you participate in any of the following activities?	1
1. Volunteering for a charity	2
2. Working for a charity	3
3. Participating in a charity event	4
4. Donating to a charity	5
5. Other (please specify)	6
Q1b. If you participate in any of the following activities, how often do you participate?	7
7. At least once a week	8
8. At least once a month	9
9. At least once a year	10
10. Less than once a year	11
11. Never	12
Q1c. If you participate in any of the following activities, how much time do you spend on them each week?	13
13. Less than 1 hour	14
14. 1 to 2 hours	15
15. 2 to 3 hours	16
16. 3 to 4 hours	17
17. 4 to 5 hours	18
18. 5 to 6 hours	19
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DEMOLITION LEGEND



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1st = 1.25

- NOT FOR CONSTRUCTION -



DEMOLITION KEYED NOTES:

- Demolition Residue**

DURING COLLECTION

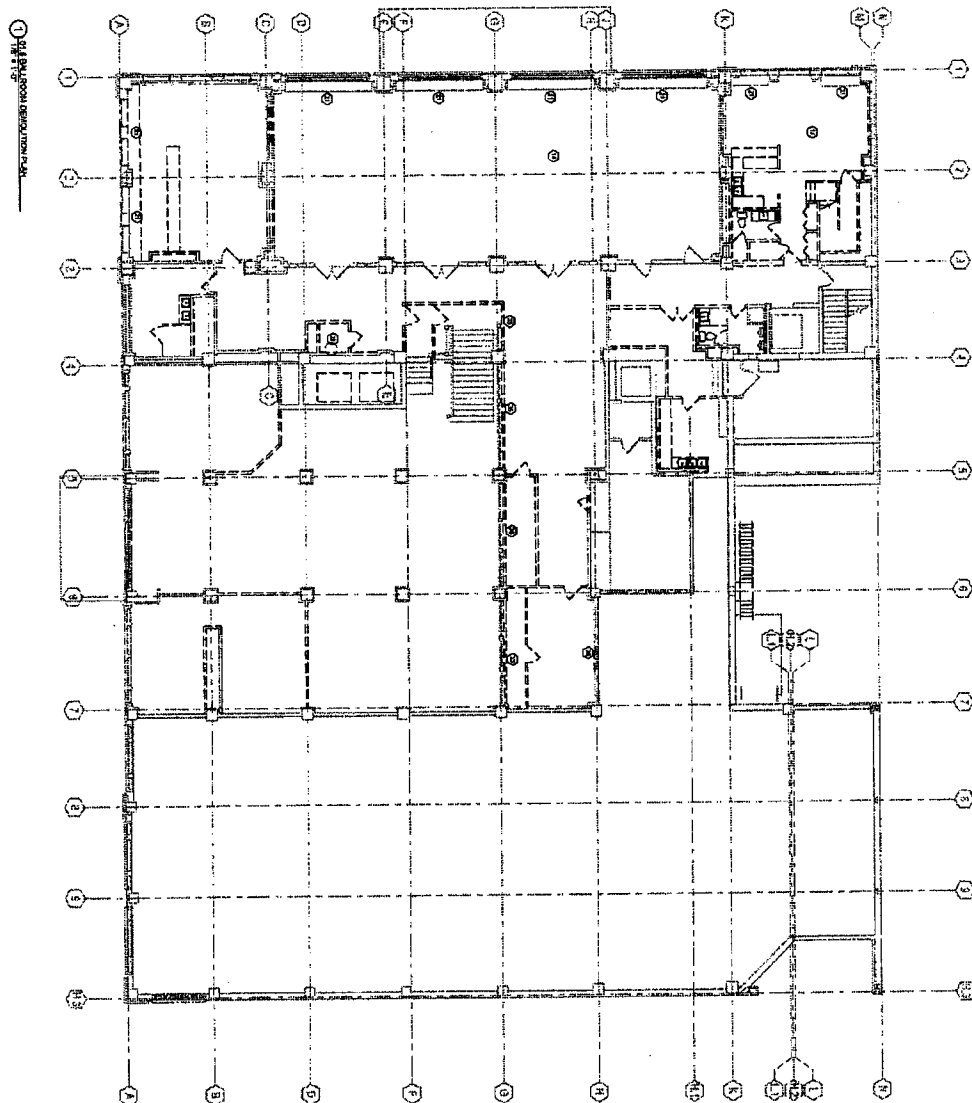
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HOTEL NORTHLAND

DEMOLITION PLAN

ADI.11

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- NOT FOR CONSTRUCTION -



DEMOLITION GENERAL NOTES

[illegible]

DEMOLITION LEGEND

Figure 1 is a schematic diagram of the experimental setup. It shows a cross-section of a specimen. The top layer is labeled 'SAND'. Below the sand is a layer labeled 'GRAVEL'. At the bottom is a layer labeled 'DRAINAGE'. A 'LOAD' is applied to the top surface. On the right side, there is a 'WATER' level, with a 'WATER' column above it. A 'DRAINAGE' pipe is shown on the left side, leading to a 'DRAINAGE' outlet. A 'DRAINAGE' pipe is also shown on the right side, leading to a 'DRAINAGE' outlet. A 'DRAINAGE' pipe is also shown on the left side, leading to a 'DRAINAGE' outlet.

DEMOLITION KEY=01/NO/12

- [illegible]

50% DESIGN
 DEVELOPMENT - NOT FOR
 CONSTRUCTION
 Drawn Date
 Project
 HOTEL NORTHLAND
 PROJECT ADDRESS
 21401 130th
 NORTH
 BAYVIEW
 48063
 PROJECT CONTACT
 INVESTORS
 Ball Room Floor
 DEMOLITION PLAN
 Description: Ball Room
 Estimated Cost: \$1,000,000
 Estimated Time: 12 Weeks
 Estimated Start Date: 10/1/88
 Estimated End Date: 11/30/88
 ADJ.11.15

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Sheet 1 of 1

RYA DESIGN
DEVELOPMENT - NOT FOR
CONSTRUCTION

Working Date
10/1/87

HOTEL NORTLAND

MANITOWISH COUNTY
COUNTY CLERK
714018.00
10/1/87

SECOND FLOOR
DEMOLITION PLAN

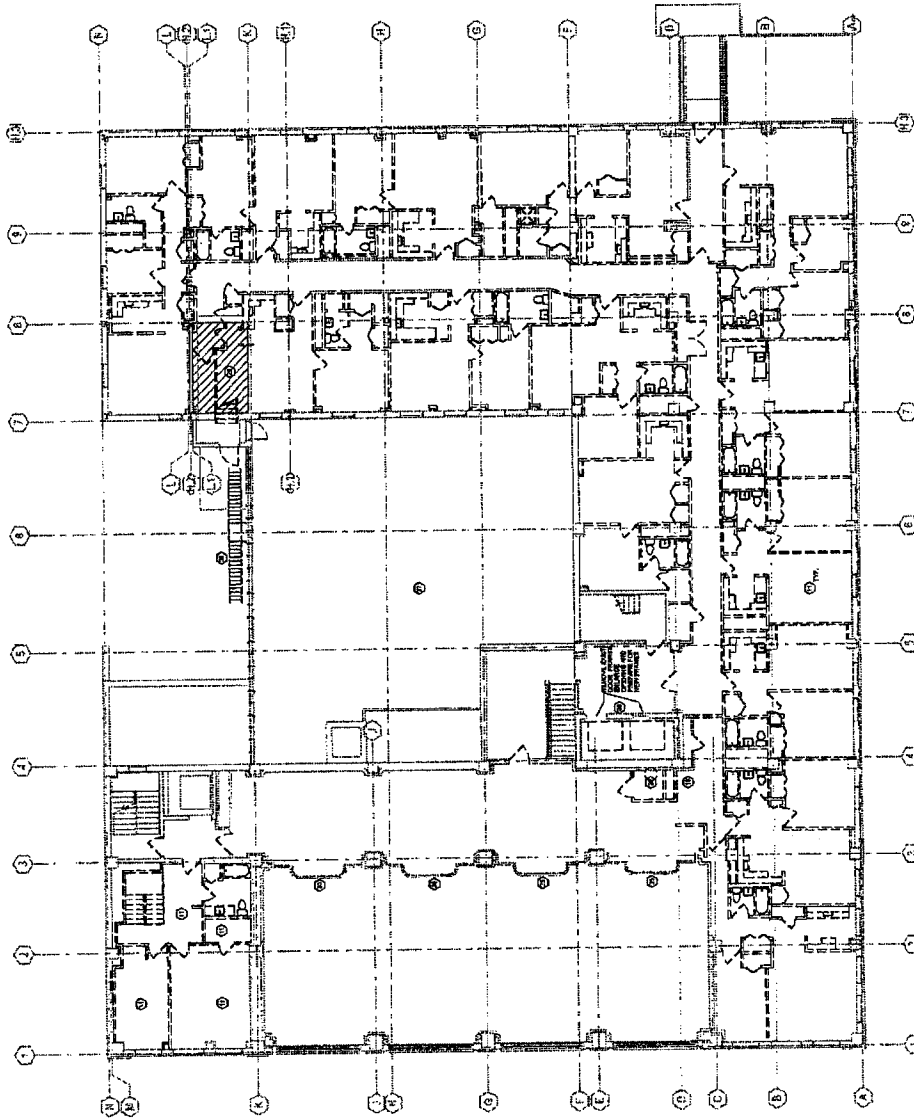
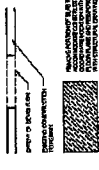
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This drawing is the property of Kahler Slater, Architects
It is to be used only for the project and location
indicated on the title block. It is not to be
reproduced or used for any other purpose
without the written consent of Kahler Slater, Architects
Scale: As Shown

AD1.12

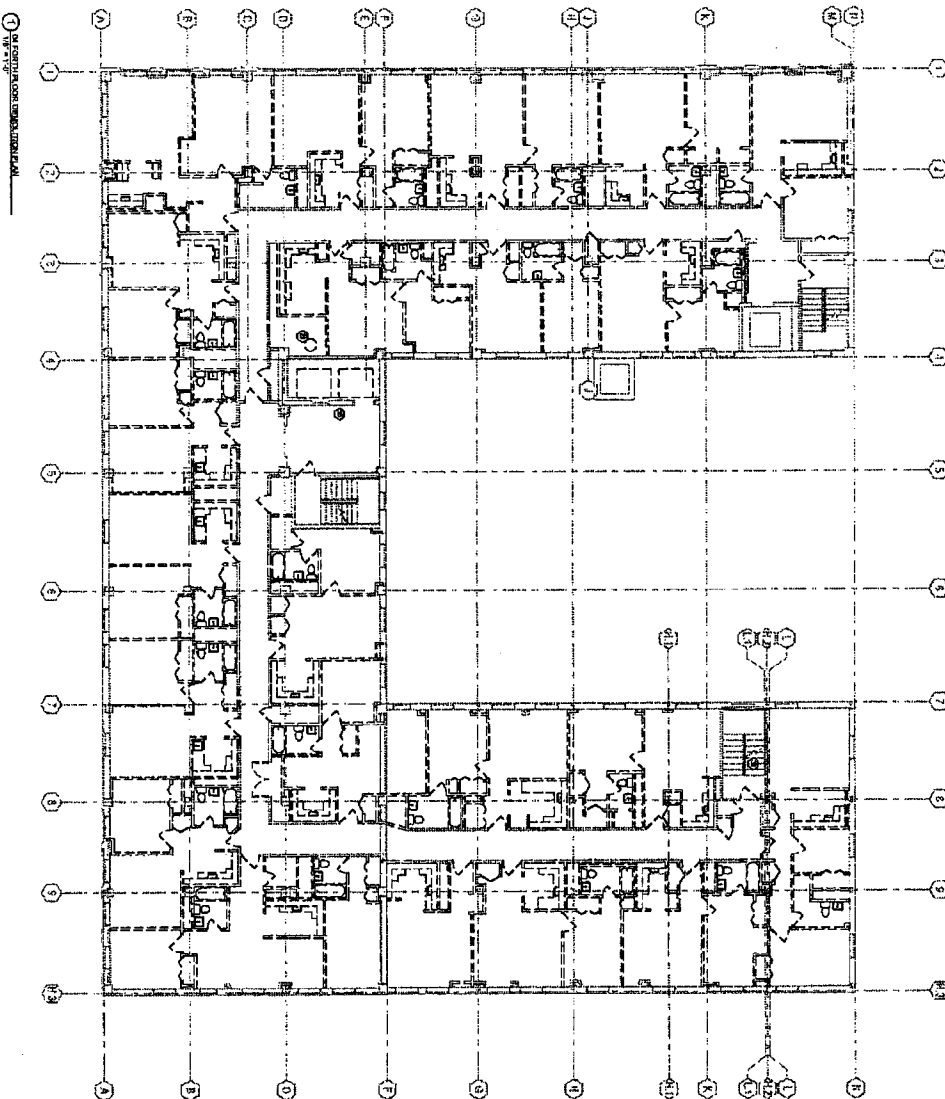
DEMOLITION GENERAL NOTES

1. EXISTING STRUCTURE TO REMAIN UNLESS OTHERWISE NOTED.
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DEMOLITION LEGEND



1. EXISTING STRUCTURE TO BE DEMOLISHED UNLESS OTHERWISE NOTED.



DEMOLITION GENERAL NOTES

DEMOLITION KEYED NOTES

FOR REFERENCE ONLY
- NOT FOR CONSTRUCTION -

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50% DESIGN DEVELOPMENT - NOT FOR CONSTRUCTION	DRAWING SET 00104147	HOTEL, NORTHLAND PROJECT LOCATION PROJECT CODE 21.601.00 DATE 21.601.00	FOURTH FLOOR DEMOLITION PLAN DATE 21.601.00	21.601.00 21.601.00
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DEMOLITION GENERAL NOTES

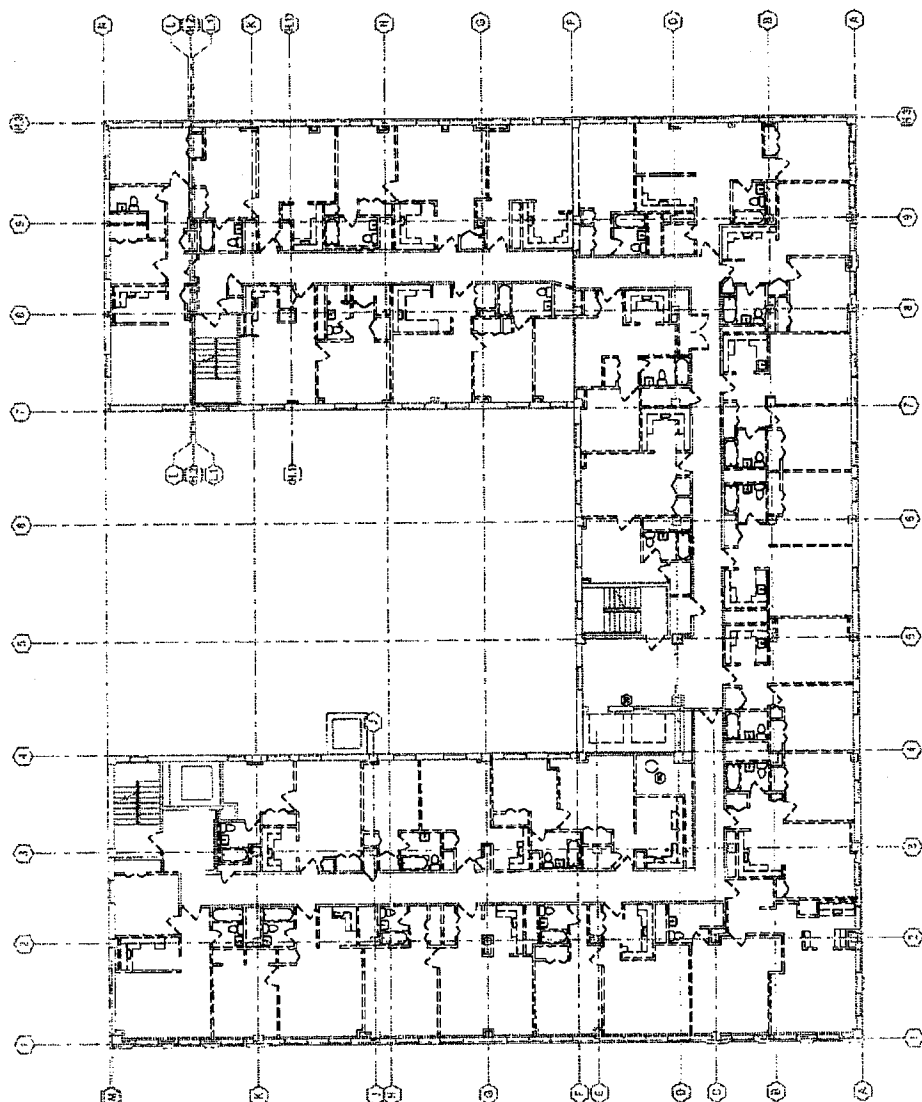
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DEMOLITION LEGEND



REVOLUTION KEYED NOTES

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1 05 FIFTH FLOOR DEMOLITION PLAN
1/2" = 1'-0"

- NOT FOR CONSTRUCTION -

David James H. Richmond

10% DESIGN
DEVELOPMENT - NOT FOR
CONSTRUCTION

Expiry Date
07/10/2014

HOTEL NORTHLAND

Project No.	Project Occurrence	Project Name
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**SIXTH FLOOR
DEMOLITION PLAN**

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 Printed in the United States of America
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AD118



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Sheet 1 of 2

50% DESIGN
DEVELOPMENT - NOT FOR
CONSTRUCTION

Working Date
08/08/01

HOTEL NORTHLAND

PROJECT NAME
HOTEL NORTHLAND
21-4013.00
PROJECT NO.

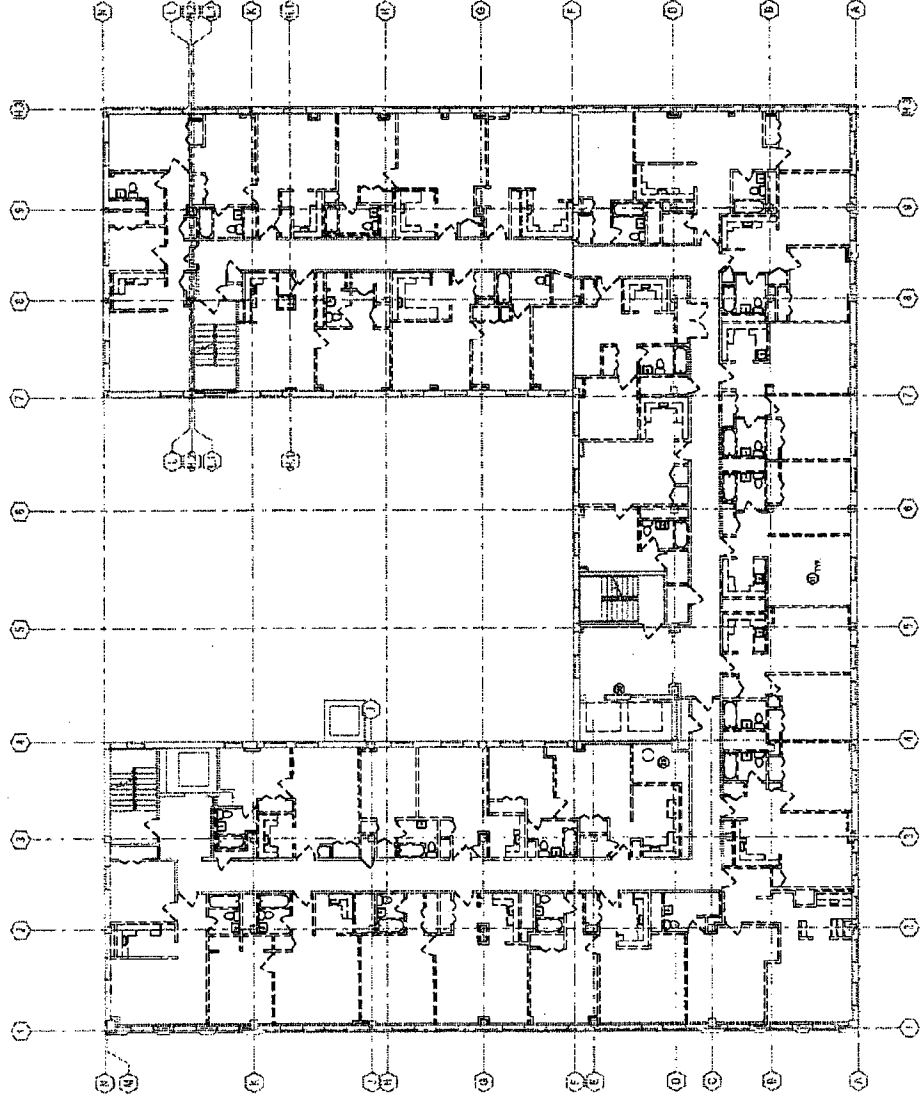
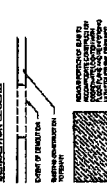
SEVENTH FLOOR
DEMOLITION PLAN

Project Location: 1000 15th Street, N.W.
Washington, D.C. 20004
Project No.: 21-4013.00
Sheet No.: AD1.17

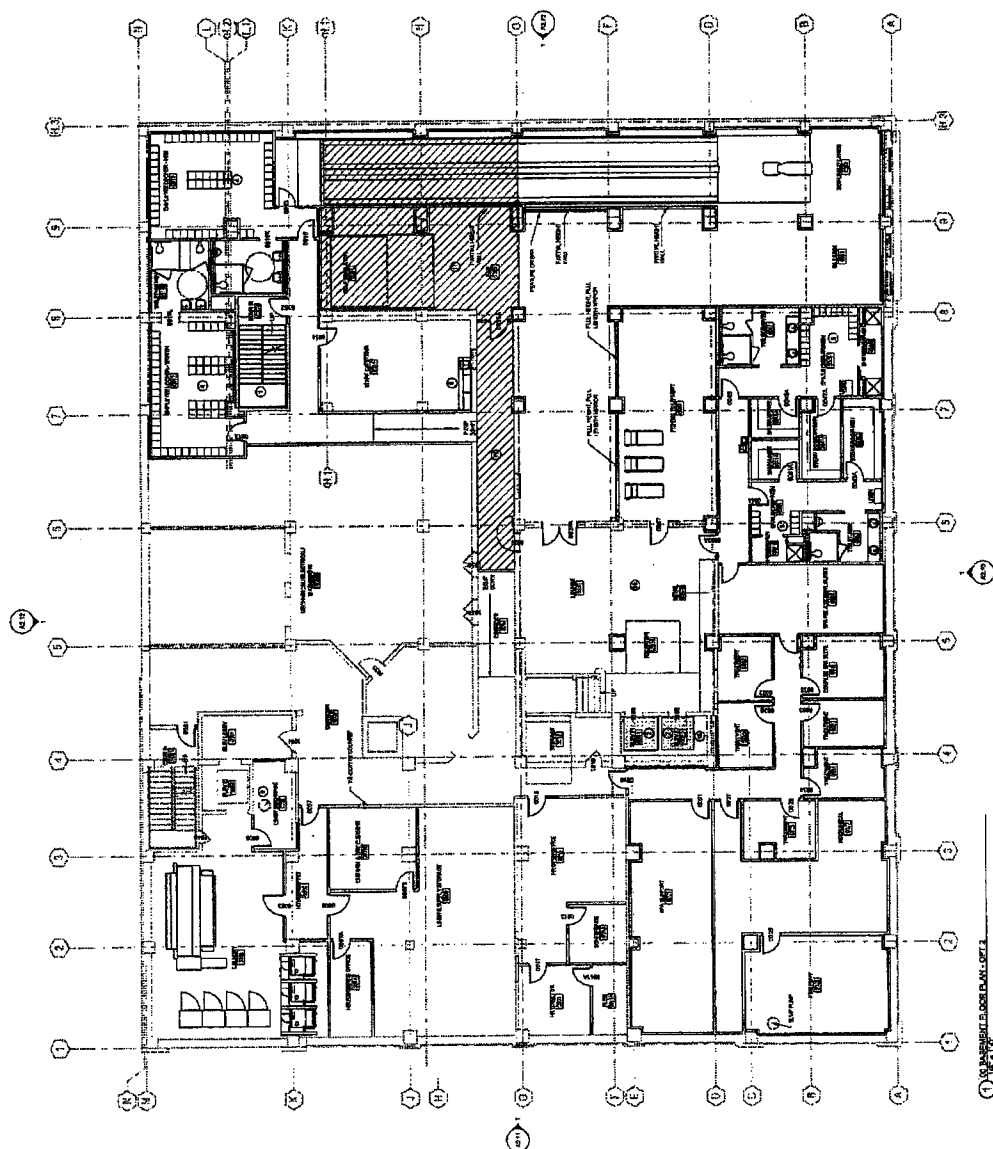
DEMOLITION GENERAL NOTES

1. DEMOLITION SHALL BE IN ACCORDANCE WITH THE FOLLOWING NOTES AND THE CITY OF WASHINGTON DEMOLITION REGULATIONS.
2. DEMOLITION SHALL BE COMPLETED BY 05/01/02.
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100. DEMOLITION SHALL BE COMPLETED BY 05/01/02.

DEMOLITION LEGEND



1. SEVENTH FLOOR DEMOLITION PLAN



1. (C) BASEMENT FLOOR PLAN - OPT 2

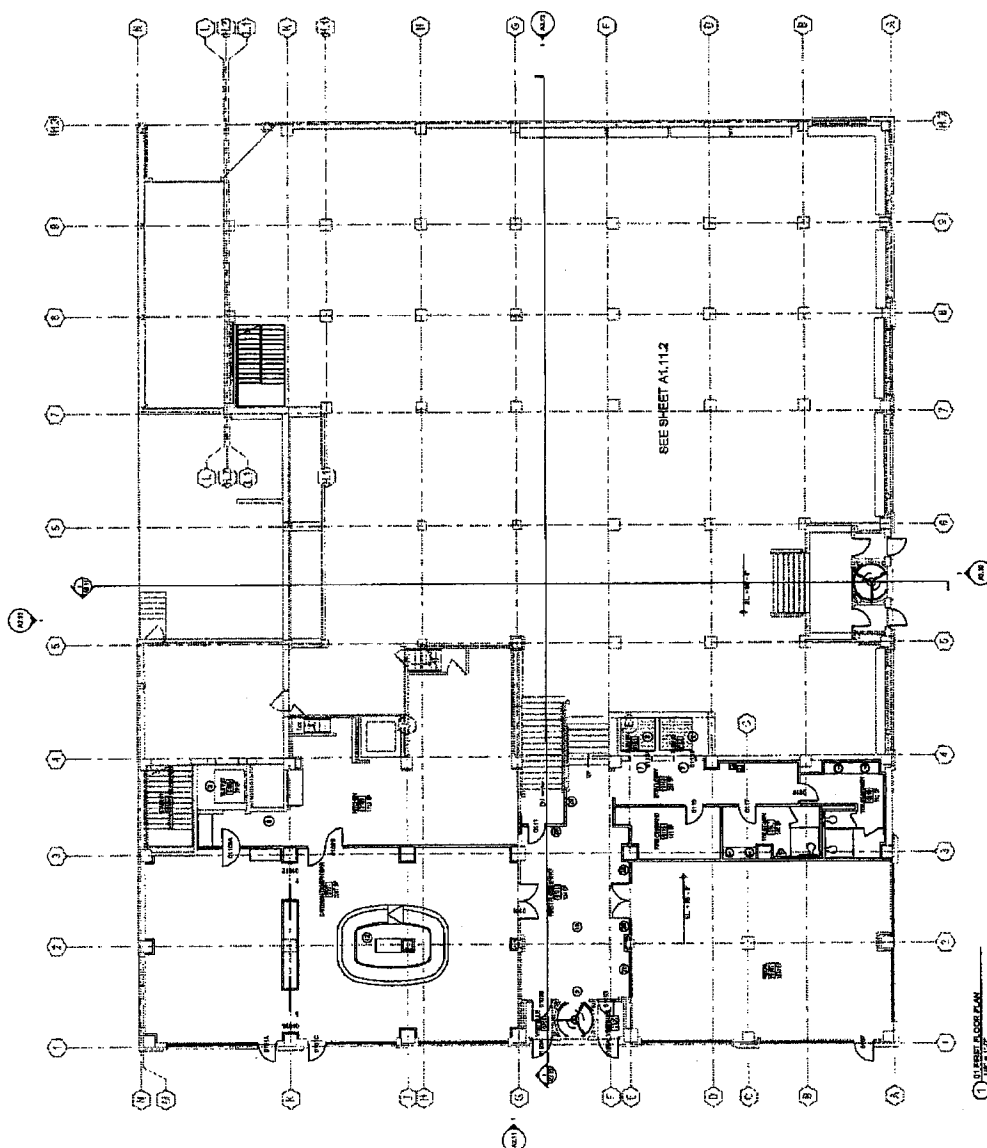
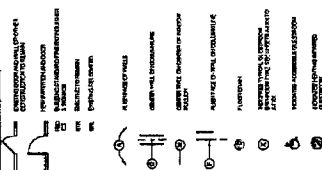
FLOOR PLAN KEYED NOTES

- | | | | |
|----|--|----|--|
| 1 | What is the purpose of the study? | 1 | What is the purpose of the study? |
| 2 | What is the research question? | 2 | What is the research question? |
| 3 | What is the hypothesis? | 3 | What is the hypothesis? |
| 4 | What is the methodology? | 4 | What is the methodology? |
| 5 | What is the data collection method? | 5 | What is the data collection method? |
| 6 | What is the data analysis method? | 6 | What is the data analysis method? |
| 7 | What is the conclusion? | 7 | What is the conclusion? |
| 8 | What are the limitations of the study? | 8 | What are the limitations of the study? |
| 9 | What are the implications of the study? | 9 | What are the implications of the study? |
| 10 | What are the future research directions? | 10 | What are the future research directions? |
| 11 | What is the significance of the study? | 11 | What is the significance of the study? |
| 12 | What is the contribution of the study? | 12 | What is the contribution of the study? |
| 13 | What is the overall summary? | 13 | What is the overall summary? |
| 14 | What is the final conclusion? | 14 | What is the final conclusion? |
| 15 | What is the overall message? | 15 | What is the overall message? |
| 16 | What is the overall takeaway? | 16 | What is the overall takeaway? |
| 17 | What is the overall impact? | 17 | What is the overall impact? |
| 18 | What is the overall effect? | 18 | What is the overall effect? |
| 19 | What is the overall result? | 19 | What is the overall result? |
| 20 | What is the overall finding? | 20 | What is the overall finding? |
| 21 | What is the overall outcome? | 21 | What is the overall outcome? |
| 22 | What is the overall conclusion? | 22 | What is the overall conclusion? |
| 23 | What is the overall message? | 23 | What is the overall message? |
| 24 | What is the overall takeaway? | 24 | What is the overall takeaway? |
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| 28 | What is the overall finding? | 28 | What is the overall finding? |
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| 30 | What is the overall conclusion? | 30 | What is the overall conclusion? |
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| 89 | What is the overall impact? | 89 | What is the overall impact? |
| 90 | What is the overall effect? | 90 | What is the overall effect? |
| 91 | What is the overall result? | 91 | What is the overall result?</ |

FLOOR PLAN GENERAL NOTES

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FLOOR PLAN LEGEND



1) Q1 FIRST FLOOR PLAN

FOR REFERENCE ONLY
- NOT FOR CONSTRUCTION -

Sheet 1 of 1

99% DESIGN
DEVELOPMENT - NOT FOR
CONSTRUCTION

PROJECT:

HOTEL NORTHLAND

SUBMITTAL DATE: 10/1/87
SUBMITTAL NO.: 21-0173.00
PROJECT: HOTEL NORTHLAND

DATE: 10/1/87
BY: [Signature]
BALLROOM FLOOR
PLAN

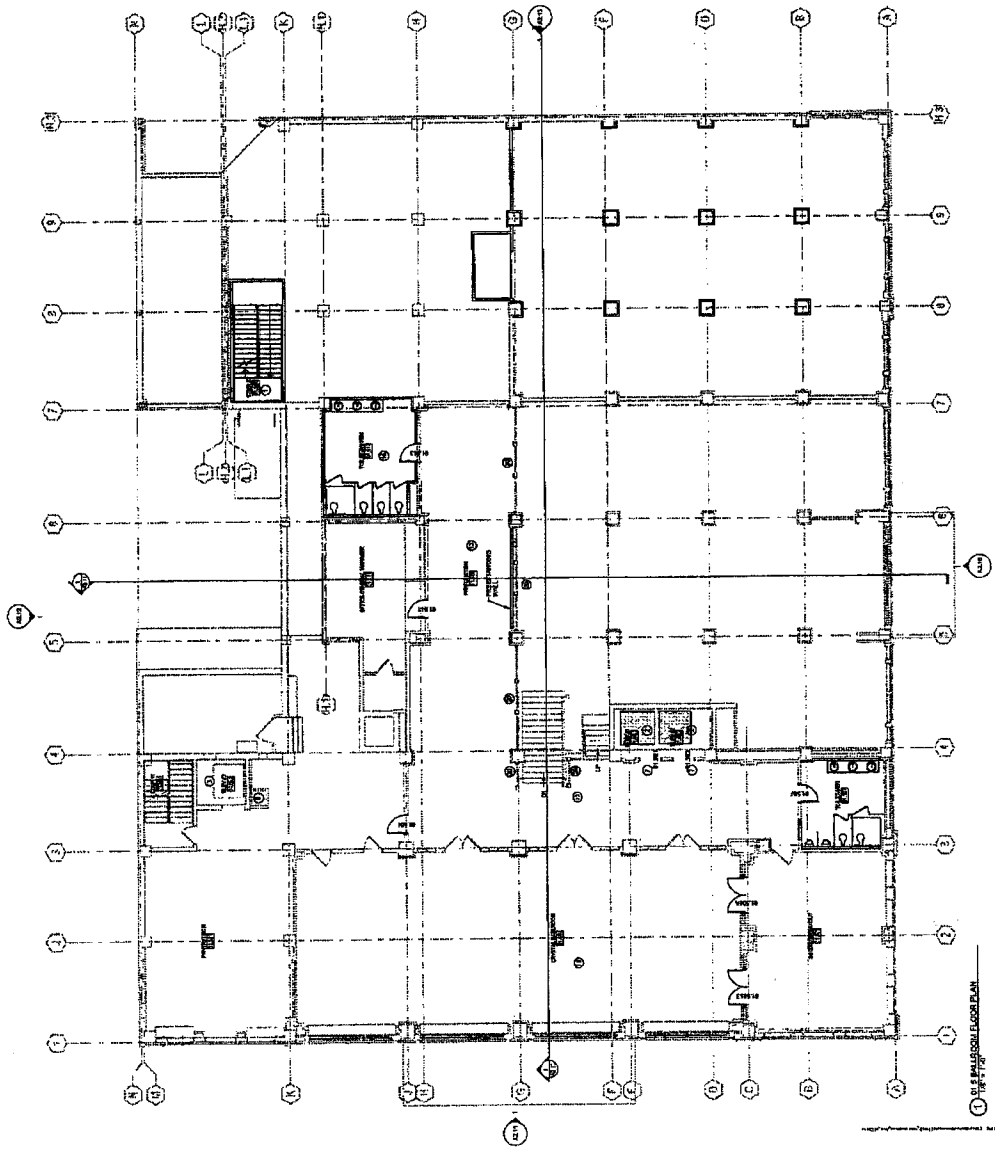
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Checked by: [Signature]
Reviewed by: [Signature]
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FLOOR PLAN GENERAL NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE GIVEN TO THE CENTERLINE OF THE WALL OR TO THE FACE OF THE WALL, UNLESS OTHERWISE NOTED.
2. ALL WALLS ARE 12" THICK UNLESS OTHERWISE NOTED.
3. ALL FLOORS ARE 4" THICK CONCRETE ON 12" THICK REINFORCED CONCRETE SLABS, UNLESS OTHERWISE NOTED.
4. ALL CEILING ARE 8" THICK CONCRETE ON 12" THICK REINFORCED CONCRETE SLABS, UNLESS OTHERWISE NOTED.
5. ALL ROOF ARE 4" THICK CONCRETE ON 12" THICK REINFORCED CONCRETE SLABS, UNLESS OTHERWISE NOTED.
6. ALL STAIRS ARE 12" THICK CONCRETE ON 12" THICK REINFORCED CONCRETE SLABS, UNLESS OTHERWISE NOTED.
7. ALL ELEVATIONS ARE TO THE FINISH SURFACE, UNLESS OTHERWISE NOTED.
8. ALL FINISHES ARE TO BE DETERMINED BY THE ARCHITECT.
9. ALL MATERIALS ARE TO BE OF THE BEST QUALITY AVAILABLE.
10. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
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FLOOR PLAN LEGEND

- 1. REINFORCED CONCRETE WALL (ON OTHER FLOOR PLAN)
- 2. REINFORCED CONCRETE WALL (ON THIS FLOOR PLAN)
- 3. REINFORCED CONCRETE WALL (ON OTHER FLOOR PLAN)
- 4. REINFORCED CONCRETE WALL (ON THIS FLOOR PLAN)
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- 19. REINFORCED CONCRETE WALL (ON OTHER FLOOR PLAN)
- 20. REINFORCED CONCRETE WALL (ON THIS FLOOR PLAN)



FOR REFERENCE ONLY
 - NOT FOR CONSTRUCTION -

Sheet 1001 of 1001

SKL DESIGN
 DEVELOPMENT - NOT FOR
 CONSTRUCTION

Project No.
 1001001

HOTEL NORTHLAND

1001 10th Avenue, Suite 100
 New York, NY 10018
 Tel: 212 692 1000
 Fax: 212 692 1001
 Email: info@kahlerslater.com

SECOND FLOOR PLAN

Scale: 1/8" = 1'-0"
 Date: 10/12/01
 A1.12

FLOOR PLAN GENERAL NOTES

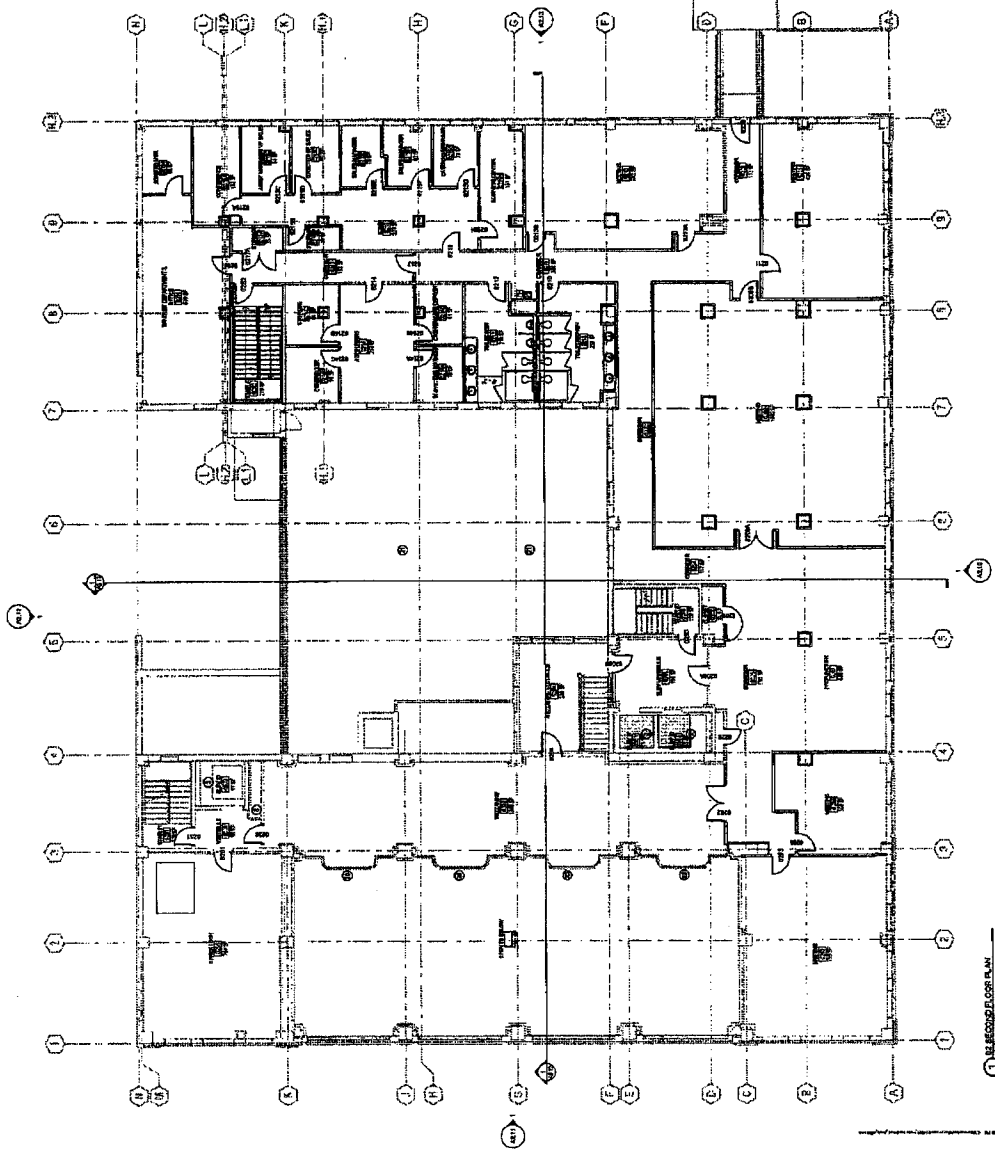
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL WALLS ARE 12" THICK UNLESS OTHERWISE NOTED.
3. ALL FLOORS ARE 4" THICK CONCRETE ON 8" REINFORCED CONCRETE SLABS UNLESS OTHERWISE NOTED.
4. ALL CEILING ARE 8" THICK CONCRETE ON 8" REINFORCED CONCRETE SLABS UNLESS OTHERWISE NOTED.
5. ALL ROOFS ARE 4" THICK CONCRETE ON 8" REINFORCED CONCRETE SLABS UNLESS OTHERWISE NOTED.
6. ALL STAIRS ARE 4" THICK CONCRETE ON 8" REINFORCED CONCRETE SLABS UNLESS OTHERWISE NOTED.
7. ALL ELEVATIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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FLOOR PLAN LEGEND

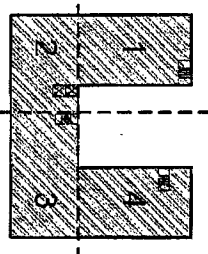
- 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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- 3. ALL FLOORS ARE 4" THICK CONCRETE ON 8" REINFORCED CONCRETE SLABS UNLESS OTHERWISE NOTED.
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FLOOR PLAN LEGEND

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1001 10th Avenue, Suite 100
 New York, NY 10018
 Tel: 212 692 1000
 Fax: 212 692 1001
 Email: info@kahlerslater.com



99% DESIGN DEVELOPMENT - NOT FOR CONSTRUCTION THIRD FLOOR PLAN DATE: 1/17/03 DRAWN BY: [illegible]	99% DESIGN DEVELOPMENT - NOT FOR CONSTRUCTION HOTEL NORTHLAND DATE: 1/17/03 DRAWN BY: [illegible]
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- NOT FOR CONSTRUCTION -

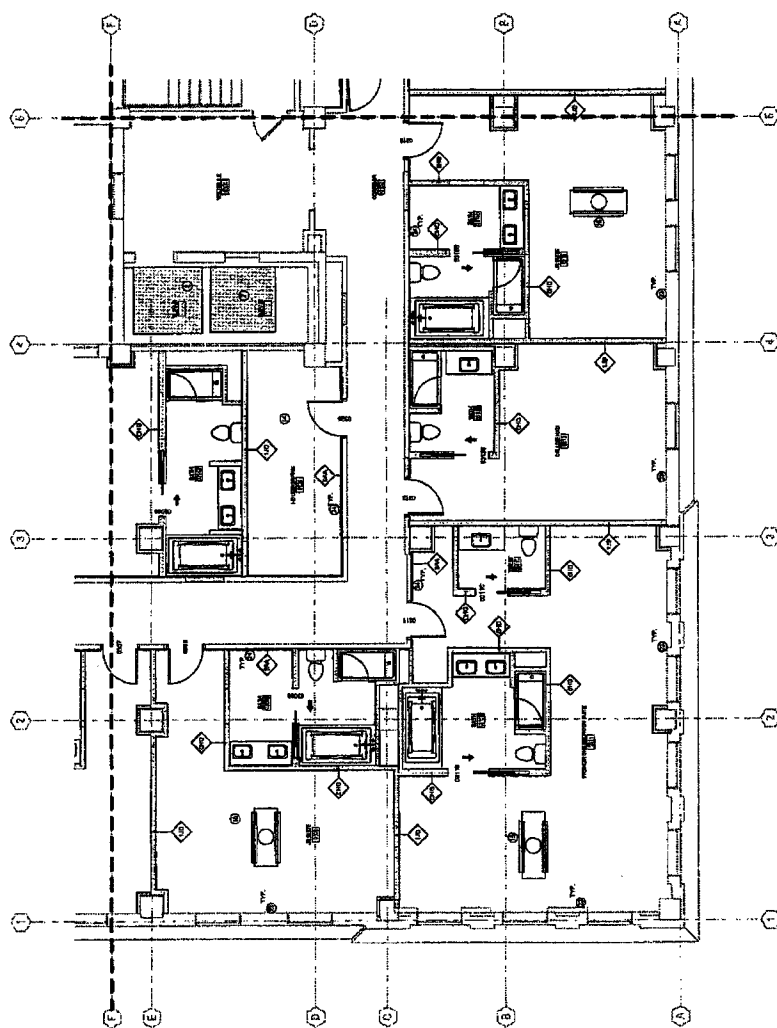
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FLOOR PLAN KEYED NOTES

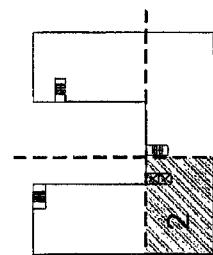
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FLOOR PLAN LEGEND

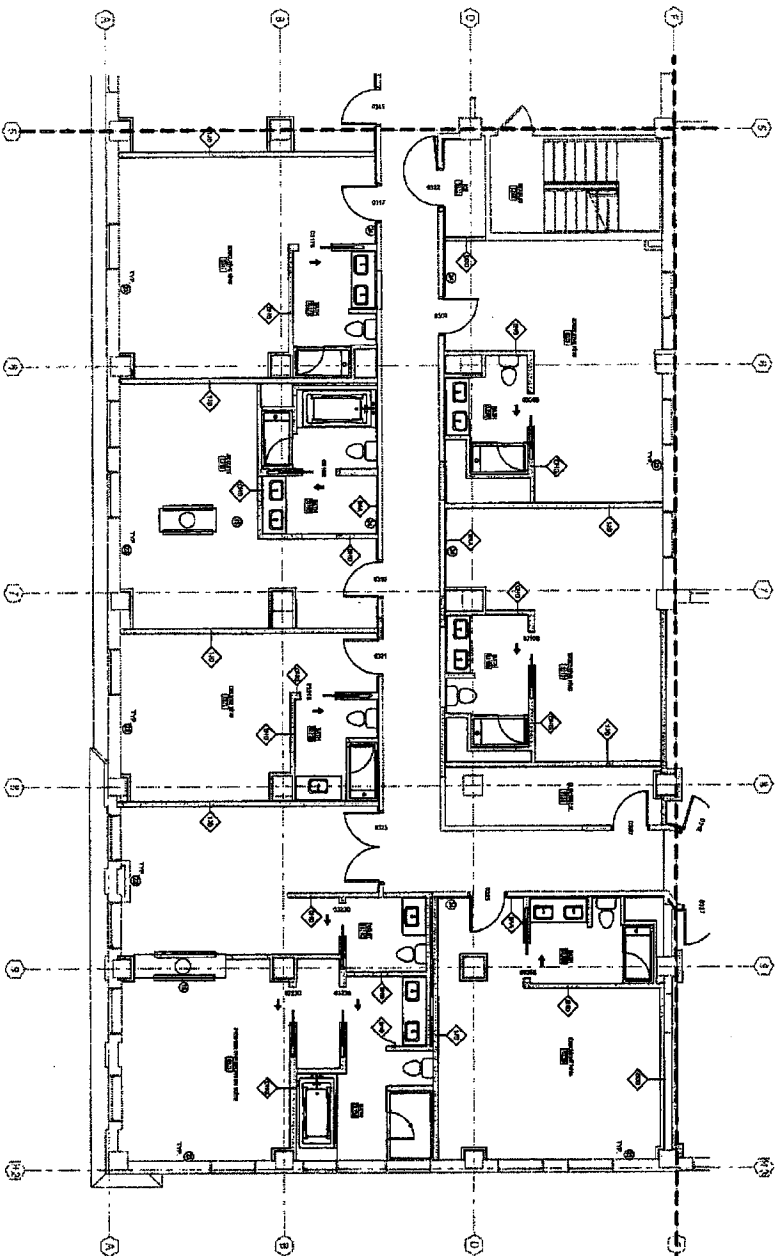
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1 DTP THIRD-SEVENTH ENLARGED FLOOR PLAN - AREA 2
1/8" = 1'-0"



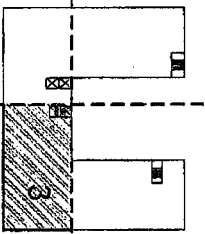
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- NOT FOR CONSTRUCTION -



① TYP. THIRD SEVENTH EXPANDED FLOOR PLAN - 05063

FLOOR PLAN LEGEND

- ① ROOMS TO BE REMOVED
- ② ROOMS TO BE ADDED
- ③ ROOMS TO BE RECONFIGURED
- ④ ROOMS TO BE RENOVATED
- ⑤ ROOMS TO BE REFINISHED
- ⑥ ROOMS TO BE REPAIRED
- ⑦ ROOMS TO BE RELOCATED
- ⑧ ROOMS TO BE REDESIGNED
- ⑨ ROOMS TO BE RESTRUCTURED
- ⑩ ROOMS TO BE REBUILT
- ⑪ ROOMS TO BE RECONSTRUCTED
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SYN DESIGN
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CONSTRUCTION
DRAWING
DATE
HOTEL NORTLAND
21.0013.00
TYP. THIRD SEVENTH
EXPANDED FLOOR
PLAN
A1183

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- NOT FOR CONSTRUCTION -

Sheet Name & Number

SITE DESIGN
DEVELOPMENT - NOT FOR
CONSTRUCTION

Drawn by
Checked by

HOTEL NORTHLAND

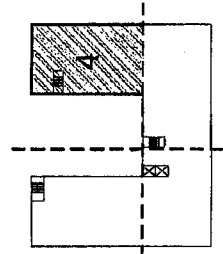
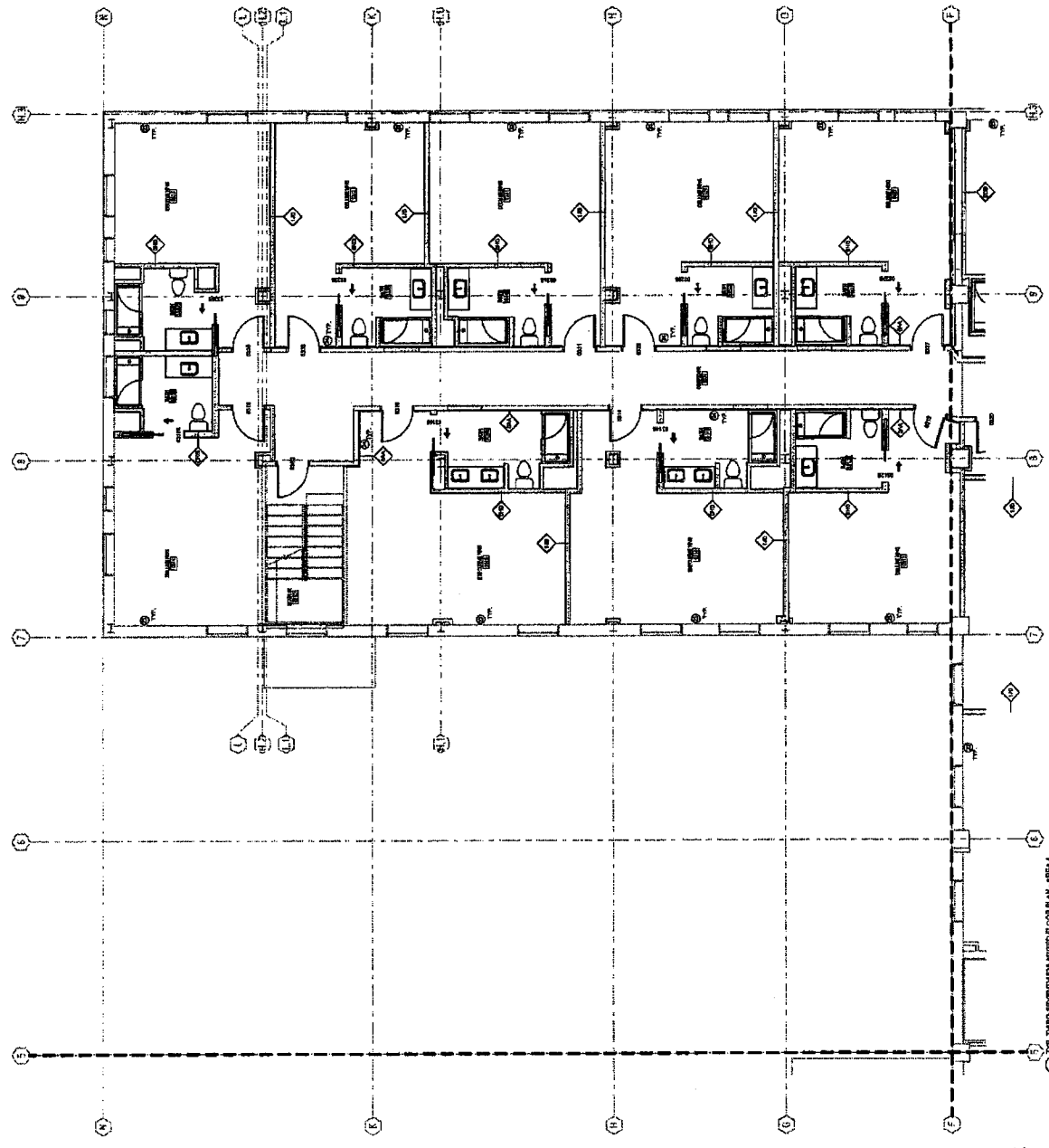
PROJECT NAME
PROJECT NO.
214913.00

TYP. THIRD-SEVENTH
ENLARGED FLOOR
PLAN

DATE
214913.00
214913.00

AL13.4

- FLOOR PLAN GENERAL NOTES**
1. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE GIVEN TO THE CENTERLINE OF THE WALL OR TO THE FACE OF THE WALL, UNLESS OTHERWISE NOTED.
 2. ALL WALLS ARE 12" THICK UNLESS OTHERWISE NOTED.
 3. ALL FLOORS ARE 4" THICK UNLESS OTHERWISE NOTED.
 4. ALL CEILING ARE 8' HIGH UNLESS OTHERWISE NOTED.
 5. ALL DOORS ARE 36" WIDE UNLESS OTHERWISE NOTED.
 6. ALL WINDOWS ARE 48" WIDE UNLESS OTHERWISE NOTED.
 7. ALL STAIRS ARE 36" WIDE UNLESS OTHERWISE NOTED.
 8. ALL ELEVATIONS ARE TO THE FINISH SURFACE UNLESS OTHERWISE NOTED.
 9. ALL FINISHES ARE TO BE DETERMINED BY THE ARCHITECT.
 10. ALL MATERIALS ARE TO BE DETERMINED BY THE ARCHITECT.
 11. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
 12. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MECHANICAL, ELECTRICAL AND PLUMBING CODES AND STANDARDS.
 13. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FIRE PROTECTION CODES AND STANDARDS.
 14. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ENVIRONMENTAL CODES AND STANDARDS.
 15. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SAFETY CODES AND STANDARDS.
 16. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ACCESSIBILITY CODES AND STANDARDS.
 17. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ENERGY CODES AND STANDARDS.
 18. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SUSTAINABILITY CODES AND STANDARDS.
 19. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE QUALITY CODES AND STANDARDS.
 20. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE PROFESSIONAL CODES AND STANDARDS.



FLOOR PLAN KEYED NOTES

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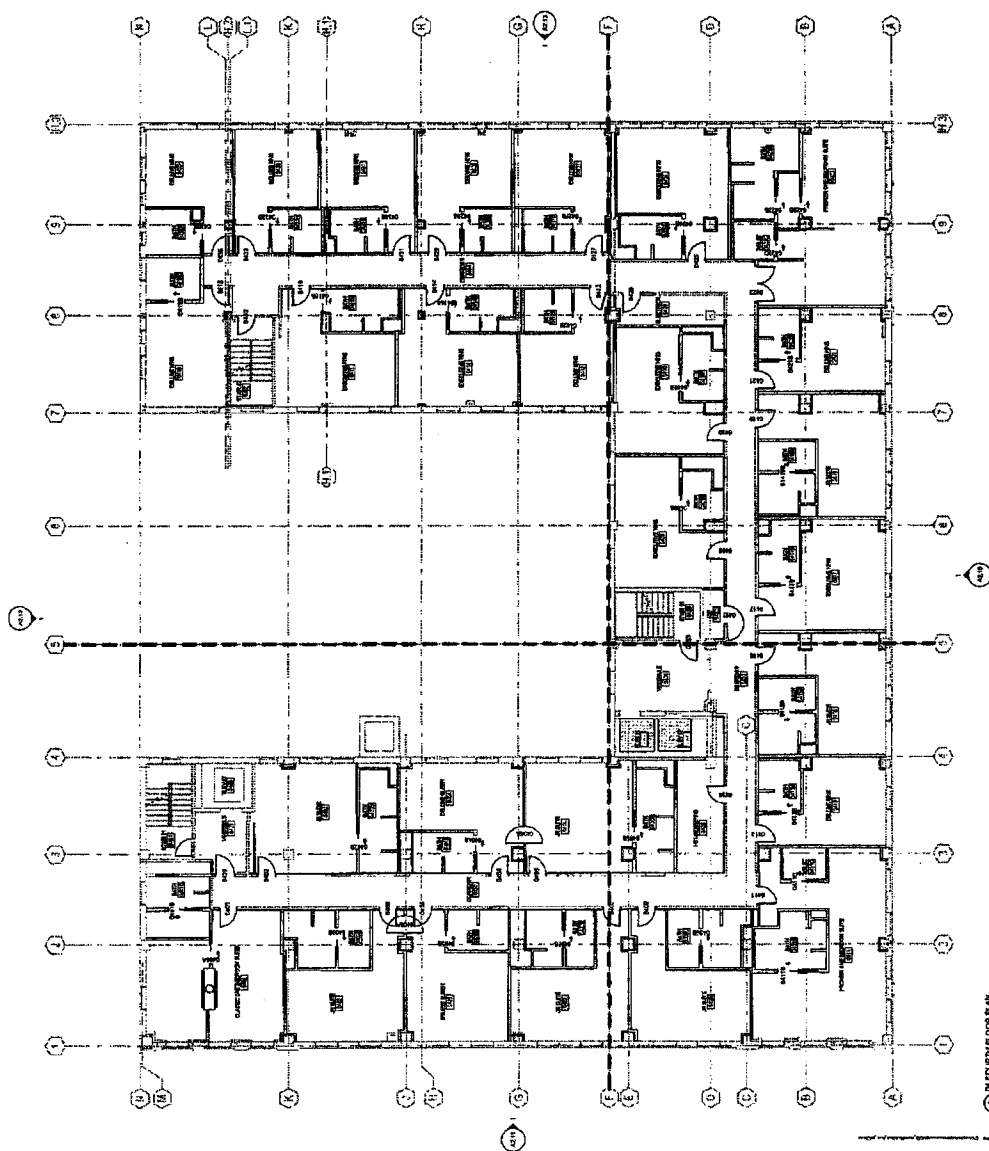
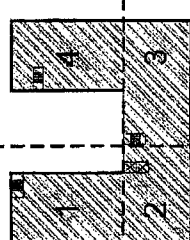
FLOOR PLAN GENERAL NOTES

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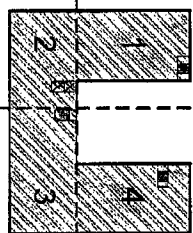
FLOOR PLAN LEGEND



SEE SHEETS A1.13.1 THRU A1.13.4 FOR
ENLARGED PLANS



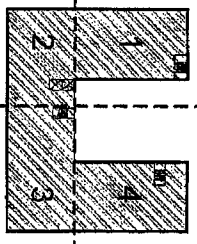
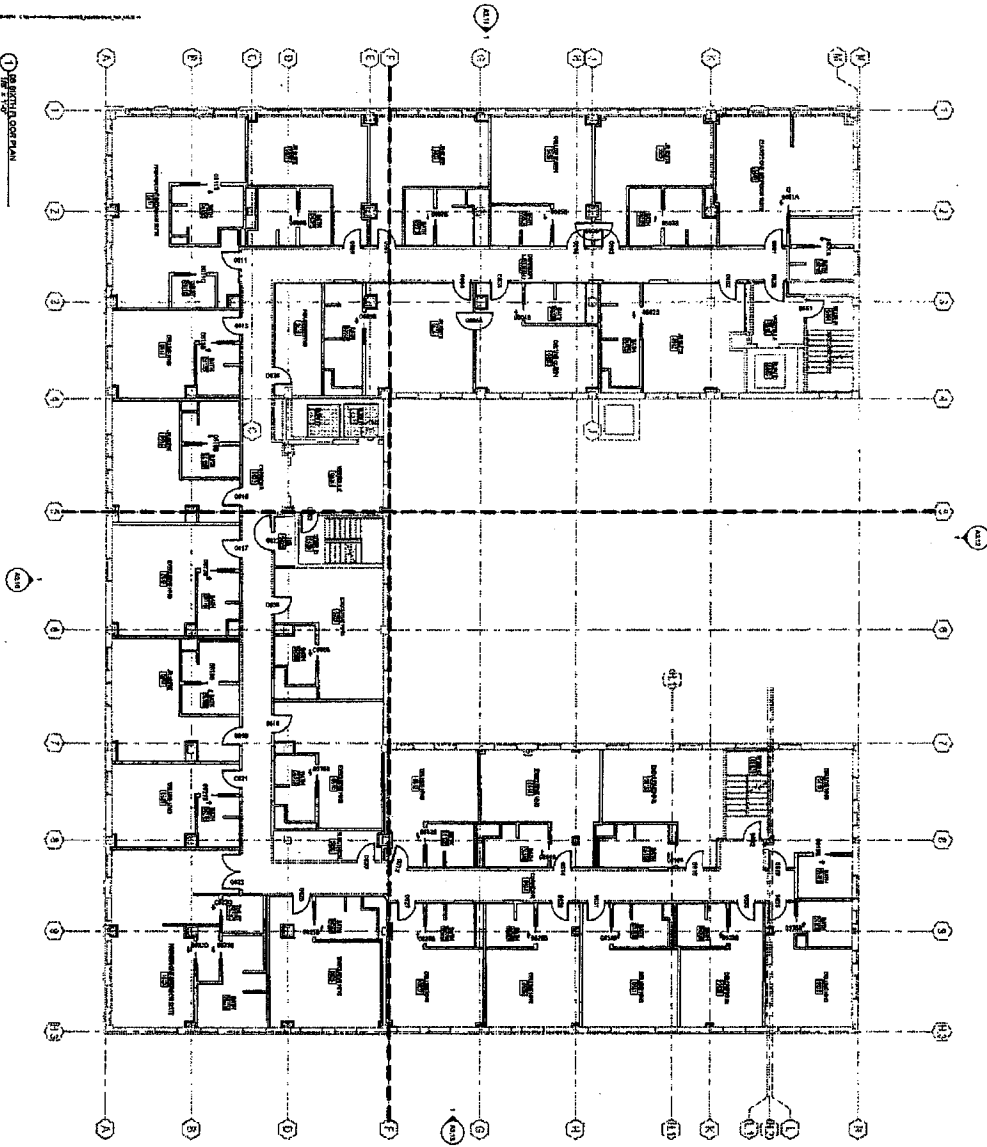
① IMPERFECT FLOOR PLAN



- ① 重要人物和重要事件
- ② 重要人物和重要事件的背景
- ③ 重要人物和重要事件的影响
- ④ 重要人物和重要事件的评价
- ⑤ 重要人物和重要事件的意义
- ⑥ 重要人物和重要事件的作用
- ⑦ 重要人物和重要事件的结果
- ⑧ 重要人物和重要事件的过程
- ⑨ 重要人物和重要事件的原因
- ⑩ 重要人物和重要事件的条件

Kahler Slater
Experience doing
FCI
PROJECTS
PLANNING COMMERCIAL AND INDUSTRIAL
PROJECTS
FROM DESIGN TO CONSTRUCTION

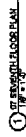
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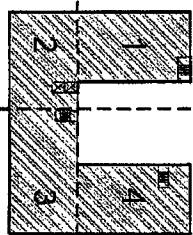


SEE SHEETS A1.13.1 THRU A1.13.4 FOR
ENLARGED PLANS

- FLOOR PLAN LEGEND**
- 1. ROOMS
 - 2. CORRIDORS
 - 3. STAIRS
 - 4. ELEVATORS
 - 5. SERVICE AREAS
 - 6. RESTROOMS
 - 7. KITCHENS
 - 8. BREAKFAST ROOMS
 - 9. MEETING ROOMS
 - 10. CONFERENCE ROOMS
 - 11. GYMNASIUM
 - 12. SWIMMING POOL
 - 13. SPA
 - 14. SAUNA
 - 15. BAR
 - 16. LOBBY
 - 17. RECEPTION
 - 18. SECURITY
 - 19. JANITORY
 - 20. STORAGE
 - 21. MECHANICAL
 - 22. ELECTRICAL
 - 23. TELEPHONE
 - 24. POST OFFICE
 - 25. NEWSSTAND
 - 26. COFFEE SHOP
 - 27. BAKERY
 - 28. BUTTERY
 - 29. PANTRY
 - 30. Larder
 - 31. Cold Storage
 - 32. Freezer
 - 33. Ice Storage
 - 34. Dishwashing
 - 35. Kitchen Equipment
 - 36. Stove
 - 37. Sink
 - 38. Counter
 - 39. Cabinet
 - 40. Shelf
 - 41. Table
 - 42. Chair
 - 43. Bed
 - 44. Mattress
 - 45. Pillow
 - 46. Blanket
 - 47. Linen
 - 48. Towel
 - 49. Bathing Suit
 - 50. Slippers
 - 51. Robe
 - 52. Hat
 - 53. Coat
 - 54. Umbrella
 - 55. Bag
 - 56. Case
 - 57. Box
 - 58. Chest
 - 59. Dresser
 - 60. Mirror
 - 61. Lamp
 - 62. Fan
 - 63. Heater
 - 64. Air Conditioner
 - 65. Refrigerator
 - 66. Freezer
 - 67. Ice Maker
 - 68. Dishwasher
 - 69. Stove
 - 70. Sink
 - 71. Counter
 - 72. Cabinet
 - 73. Shelf
 - 74. Table
 - 75. Chair
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 - 92. Dresser
 - 93. Mirror
 - 94. Lamp
 - 95. Fan
 - 96. Heater
 - 97. Air Conditioner
 - 98. Refrigerator
 - 99. Freezer
 - 100. Ice Maker

- FLOOR PLAN NOTES**
1. ALL ROOMS AND SERVICE AREAS SHALL BE FINISHED TO THE STANDARD SPECIFICATIONS OF THE HOTEL NORTHLAND.
 2. ALL ROOMS SHALL BE FURNISHED WITH THE STANDARD FURNITURE AND FIXTURES OF THE HOTEL NORTHLAND.
 3. ALL ROOMS SHALL BE EQUIPPED WITH THE STANDARD ELECTRICAL AND PLUMBING FIXTURES OF THE HOTEL NORTHLAND.
 4. ALL ROOMS SHALL BE EQUIPPED WITH THE STANDARD HEATING AND COOLING SYSTEMS OF THE HOTEL NORTHLAND.
 5. ALL ROOMS SHALL BE EQUIPPED WITH THE STANDARD SAFETY AND SECURITY SYSTEMS OF THE HOTEL NORTHLAND.
 6. ALL ROOMS SHALL BE EQUIPPED WITH THE STANDARD COMMUNICATIONS SYSTEMS OF THE HOTEL NORTHLAND.
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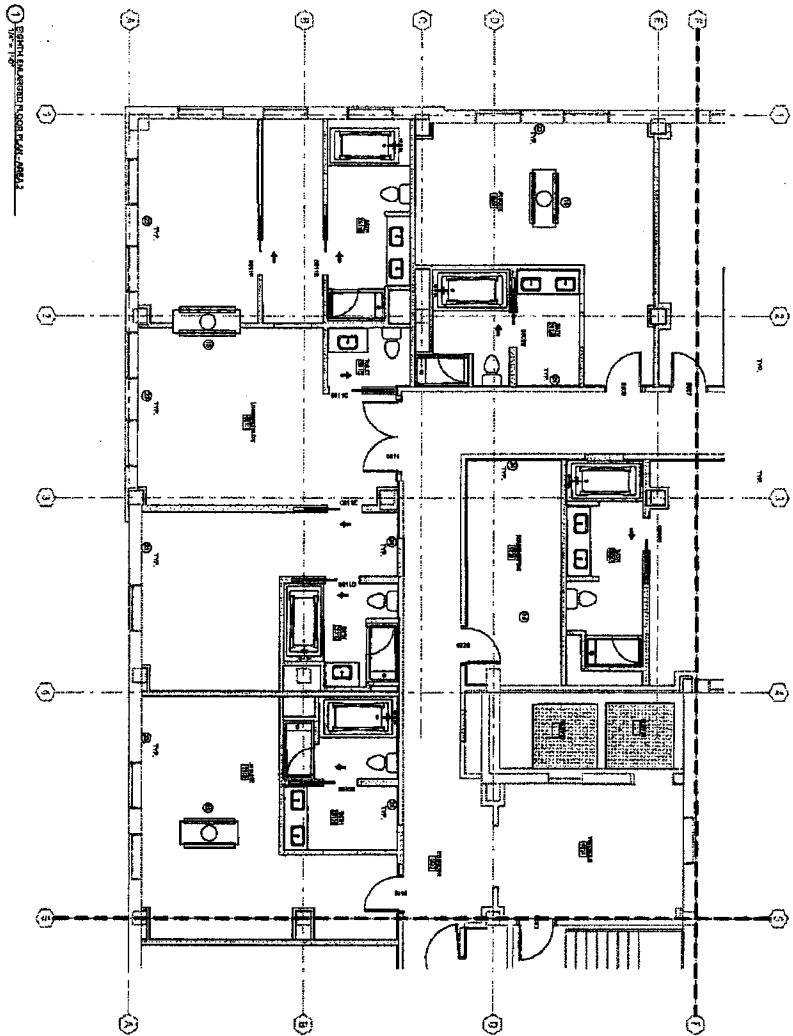




**50% DESIGN
DEVELOPMENT - NOT FOR
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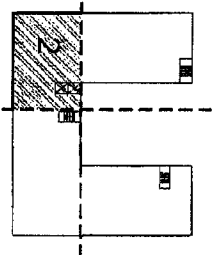
304 NORTH AVENUE ST. GREENSBORO, NC 27401 21-4013 (40)	TRINITY CATHOLICITY MARCH 1983
Book Title: TYP. EIGHTH ENLARGED FLOOR PLAN	
One of 100 numbered blueprints, representing all 1774 sq. ft. of the building. Includes 20 pages of 1774 sq. ft. floor plan. Includes 20 pages of 1774 sq. ft. floor plan. Includes 20 pages of 1774 sq. ft. floor plan. Includes 20 pages of 1774 sq. ft. floor plan.	
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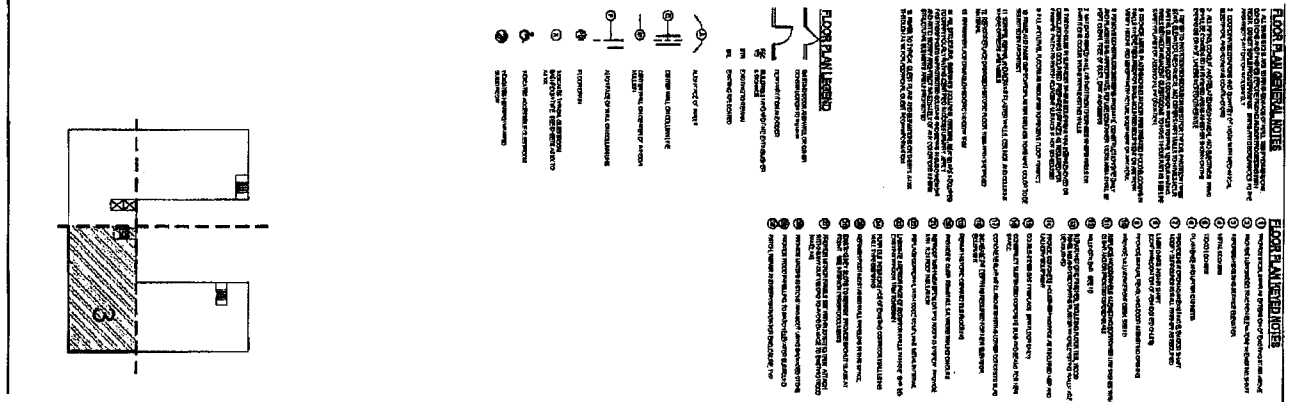
FOR REFERENCE ONLY
- NOT FOR CONSTRUCTION -



① SIGNIFY PARTITION TO CORRELATE WITH PLAN

- FLOOR PLAN GENERAL NOTES**
1. ALL ROOMS SHALL BE FINISHED TO THE FINISHES SHOWN ON THE FINISH SCHEDULE.
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- FLOOR PLAN LEGEND**
- 1. CORRIDOR
 - 2. STAIRS
 - 3. ELEVATOR
 - 4. RESTROOM
 - 5. OFFICE
 - 6. CONFERENCE ROOM
 - 7. BREAK ROOM
 - 8. STORAGE
 - 9. JANUARY
 - 10. MECHANICAL



[illegible]

THESE TWO COMPANIES ARE THE ONLY TWO IN THE WORLD TO HAVE BEEN GRANTED A PATENT FOR THE USE OF A SINGLE-CELL ORGANISM TO PRODUCE A POLYMER.

601 WEST 10TH ST. SUITE 200
LAWRENCE, KS 66044
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WOOD CHIMNEY FLUE

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FLOOR PLAN GENERAL & KEY

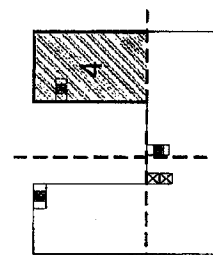
THE UNIVERSITY OF CHICAGO

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1 EIGHTH ENLARGED FLOOR PLAN - AREA 4

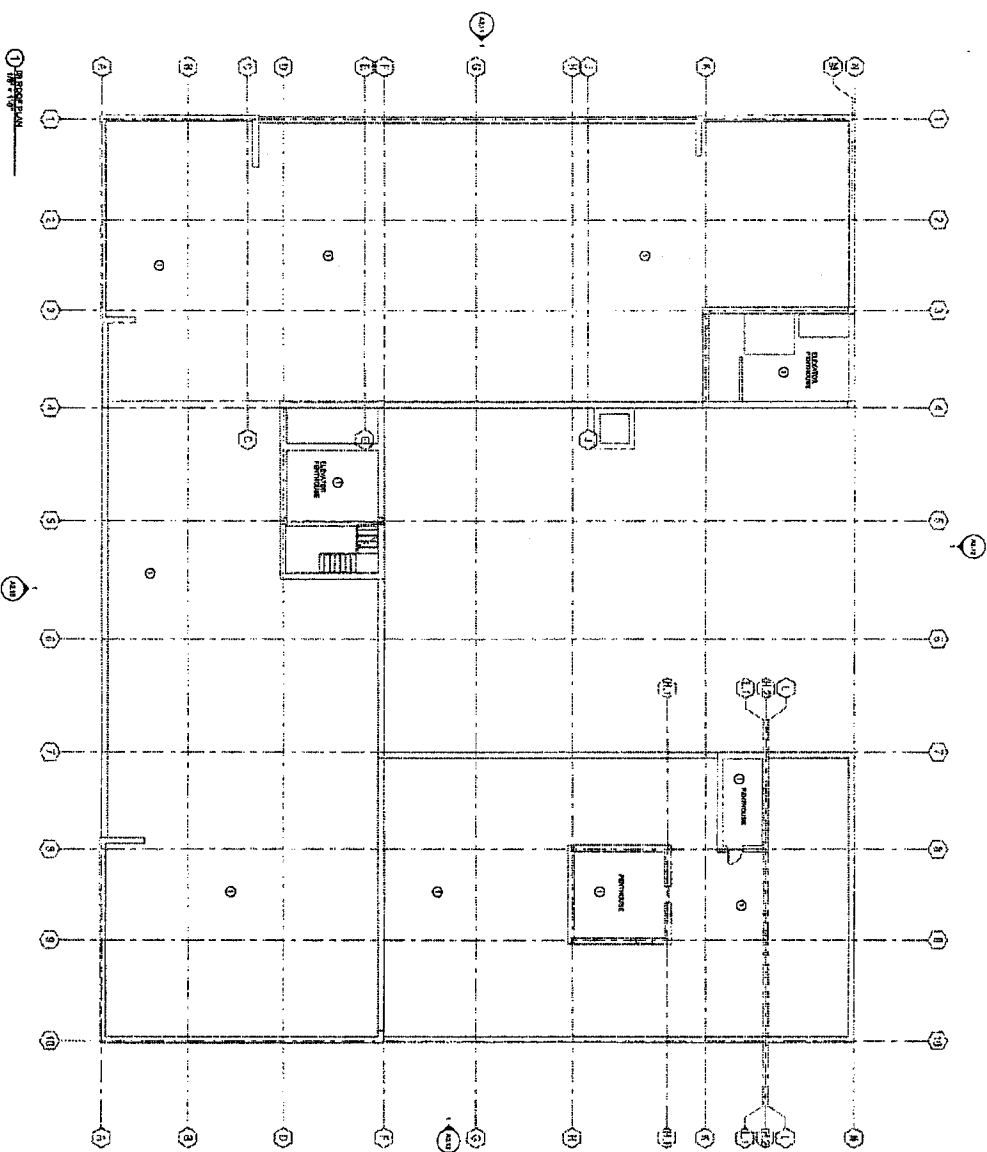
NEVER NOTICE/need additional



ROOF PLAN GENERAL NOTES
 1. ROOF PLAN SHALL BE USED IN CONJUNCTION WITH THE ARCHITECT'S ROOF PLAN.
 2. ROOF PLAN SHALL BE USED IN CONJUNCTION WITH THE ARCHITECT'S ROOF PLAN.
 3. ROOF PLAN SHALL BE USED IN CONJUNCTION WITH THE ARCHITECT'S ROOF PLAN.



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 - NOT FOR CONSTRUCTION -



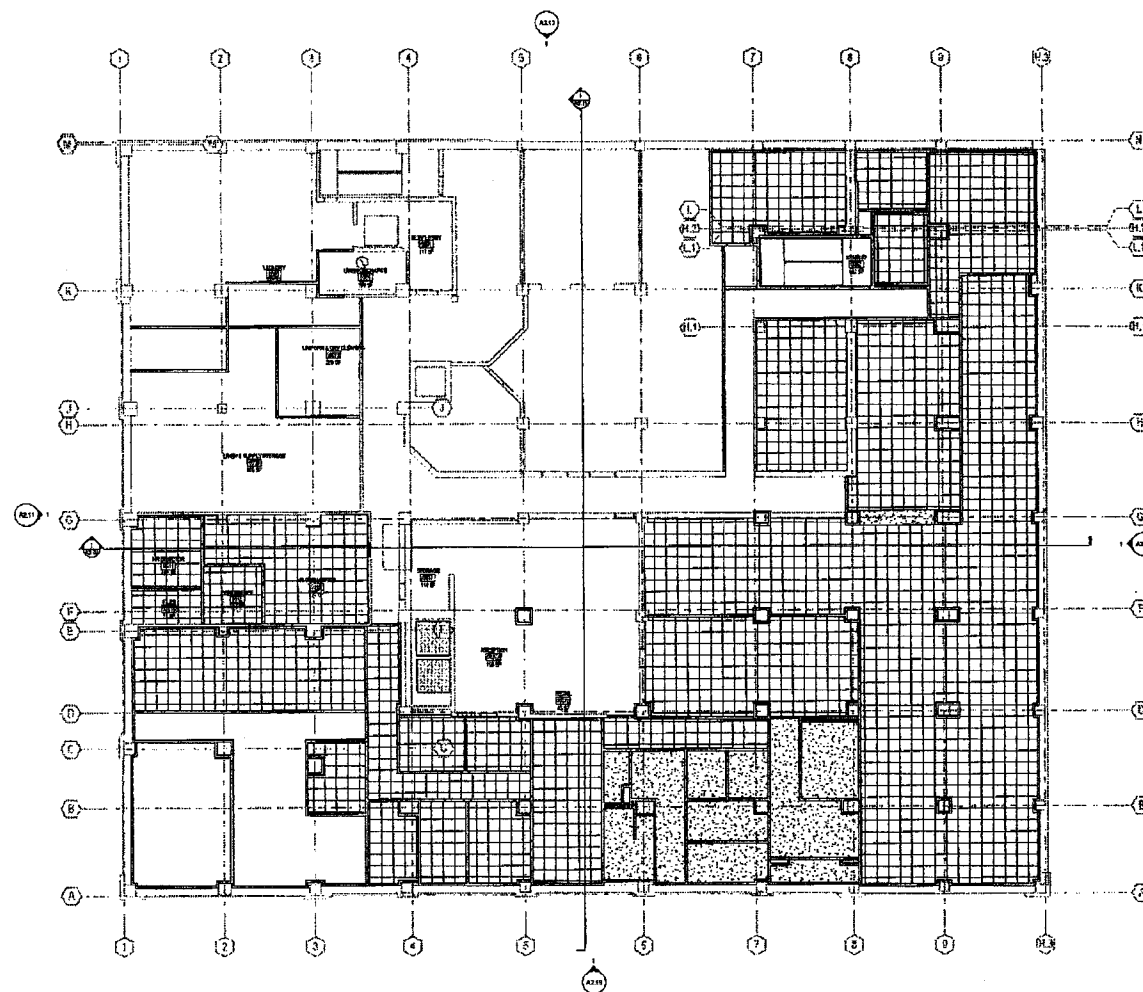
DATE: 10/1/00
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: HOTEL, NORTH AND
 SHEET: A1.18
 SCALE: 1/8" = 1'-0"

CEILING PLAN GENERAL NOTES

1. ALL CEILING PLAN INFORMATION IS BASED ON THE INFORMATION PROVIDED BY THE ARCHITECT AND IS SUBJECT TO CHANGE WITHOUT NOTICE.
2. ALL CEILING PLAN INFORMATION IS BASED ON THE INFORMATION PROVIDED BY THE ARCHITECT AND IS SUBJECT TO CHANGE WITHOUT NOTICE.
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CEILING PLAN REVISIONS

1. REVISION 1: ALL CEILING PLAN INFORMATION IS BASED ON THE INFORMATION PROVIDED BY THE ARCHITECT AND IS SUBJECT TO CHANGE WITHOUT NOTICE.
2. REVISION 2: ALL CEILING PLAN INFORMATION IS BASED ON THE INFORMATION PROVIDED BY THE ARCHITECT AND IS SUBJECT TO CHANGE WITHOUT NOTICE.
3. REVISION 3: ALL CEILING PLAN INFORMATION IS BASED ON THE INFORMATION PROVIDED BY THE ARCHITECT AND IS SUBJECT TO CHANGE WITHOUT NOTICE.
4. REVISION 4: ALL CEILING PLAN INFORMATION IS BASED ON THE INFORMATION PROVIDED BY THE ARCHITECT AND IS SUBJECT TO CHANGE WITHOUT NOTICE.
5. REVISION 5: ALL CEILING PLAN INFORMATION IS BASED ON THE INFORMATION PROVIDED BY THE ARCHITECT AND IS SUBJECT TO CHANGE WITHOUT NOTICE.



00-BASEMENT FLOOR REFLECTED CEILING PLAN OPT 2

FOR REFERENCE ONLY
- NOT FOR CONSTRUCTION -

Sheet Name & Number

50% DESIGN
DEVELOPMENT - NOT FOR
CONSTRUCTION

Drawing Date

07/20/2011

HOTEL NORTHLAND

201 NORTH ALPINE ST.

SPRING VALLEY, CA 94576

Project No.

214013.00

PRIVATE COMMUNITY
DEVELOPMENT

Sheet No.

REFLECTED CEILING
PLAN - BASEMENT -
OPTION 2

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11/11/11 Project Name: Hotel Northland, Spring Valley, CA 94576

11/11/11 Project No.: 214013.00

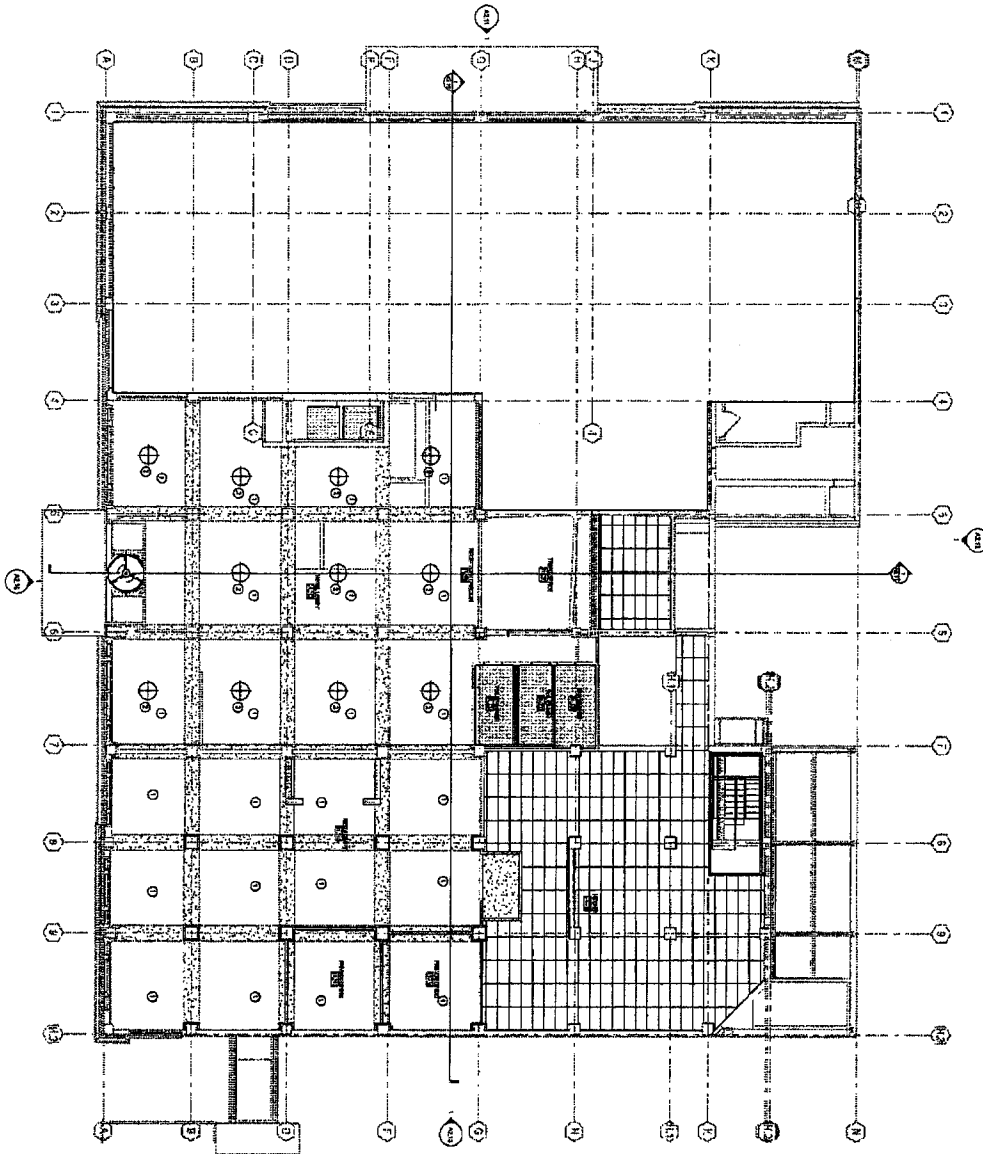
11/11/11 Project Name: Hotel Northland, Spring Valley, CA 94576

Sheet No.

A1.20.2

1 ON FIRST FLOOR REFLECTED CEILING PLAN
1/8" = 1'-0"

01.2 LOBBY FLOOR REFLECTED CEILING PLAN



GENERAL NOTES

1. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF NOTES.
2. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF NOTES.
3. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF NOTES.
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11. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF NOTES.
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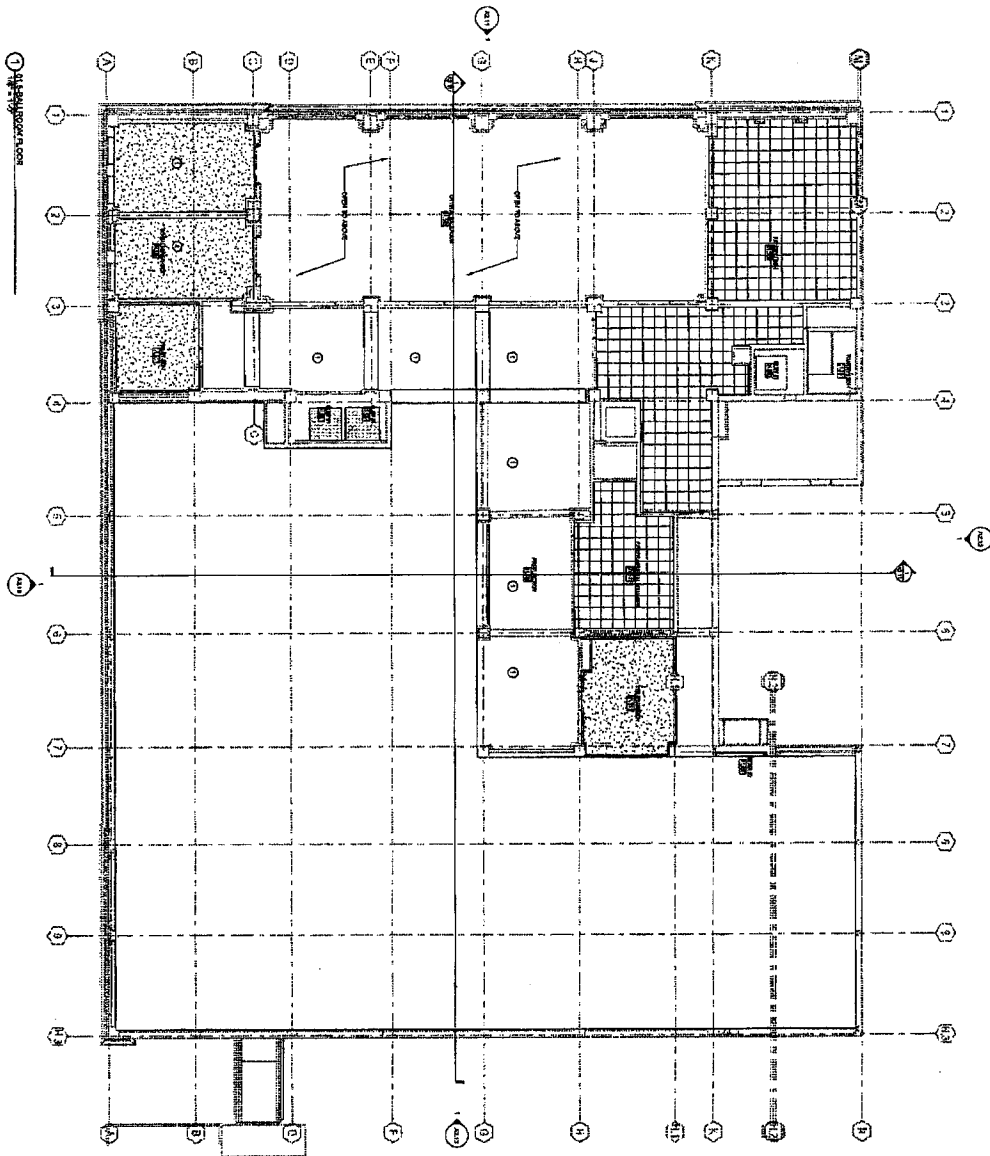
FOR REFERENCE ONLY
- NOT FOR CONSTRUCTION -

ENGINEER'S NOTE
THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION. IT IS FOR REFERENCE ONLY.

PROJECT INFORMATION
PROJECT: HOTEL, NORTHLAND
SHEET: 01.2
DATE: 1/1/2012

DESIGNER'S NOTE
THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION. IT IS FOR REFERENCE ONLY.

PROJECT INFORMATION
PROJECT: HOTEL, NORTHLAND
SHEET: 01.2
DATE: 1/1/2012



GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES THROUGHOUT THE PROJECT.
6. THE CONTRACTOR SHALL SUBMIT ALL MATERIALS AND METHODS FOR APPROVAL PRIOR TO INSTALLATION.
7. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL WORK DONE AND SUBMIT THEM AT THE END OF THE PROJECT.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL WASTE MATERIALS.
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE COMMUNICATION WITH THE ARCHITECT AND OWNER.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.
11. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES THROUGHOUT THE PROJECT.
12. THE CONTRACTOR SHALL SUBMIT ALL MATERIALS AND METHODS FOR APPROVAL PRIOR TO INSTALLATION.

FOR REFERENCE ONLY
- NOT FOR CONSTRUCTION -



5th FLOOR
DEVELOPMENT - NOT FOR
CONSTRUCTION

HOTEL NORTHLAND

21407150

**REFLECTED CEILING
PLAN - BALLROOM
FLOOR**

AT13.5

FOR REFERENCE ONLY
- NOT FOR CONSTRUCTION -

Sheet Name & Number

80% DESIGN
DEVELOPMENT - NOT FOR
CONSTRUCTION

Project Name

Address

HOTEL NORTHLAND

DATE: 10/13/00
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

REFLECTED CEILING
PLAN - SECOND
FLOOR

Scale: 1/8" = 1'-0"
Notes: 1. SEE REFLECTED CEILING PLAN FOR CEILING LAYOUT.
2. SEE REFLECTED CEILING PLAN FOR CEILING LAYOUT.
3. SEE REFLECTED CEILING PLAN FOR CEILING LAYOUT.
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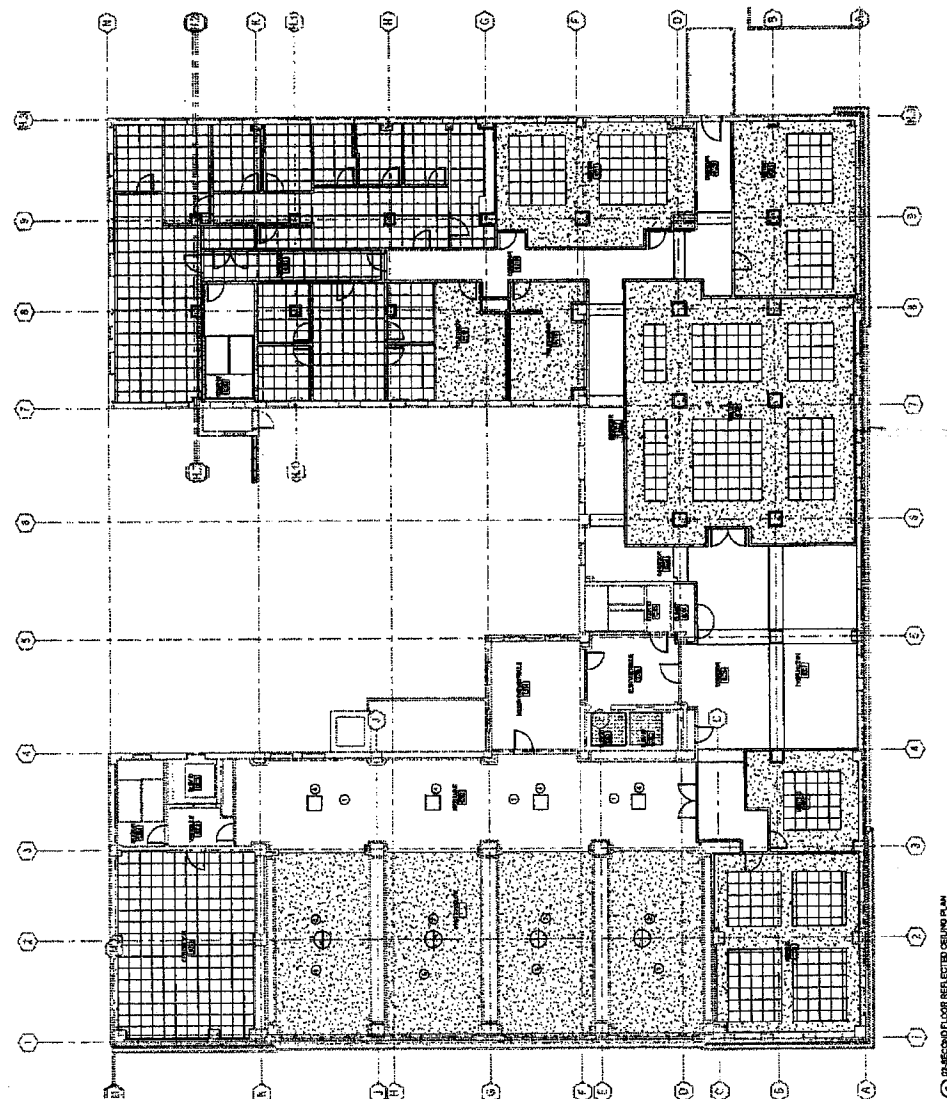
Sheet No.

CEILING PLAN GENERAL NOTES

1. ALL CEILING LAYOUTS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL CEILING HANDBOOK, PUBLISHED BY THE NATIONAL CEILING ASSOCIATION.
2. ALL CEILING LAYOUTS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL CEILING HANDBOOK, PUBLISHED BY THE NATIONAL CEILING ASSOCIATION.
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5. ALL CEILING LAYOUTS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL CEILING HANDBOOK, PUBLISHED BY THE NATIONAL CEILING ASSOCIATION.

CEILING PLAN NOTES

1. ALL CEILING LAYOUTS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL CEILING HANDBOOK, PUBLISHED BY THE NATIONAL CEILING ASSOCIATION.
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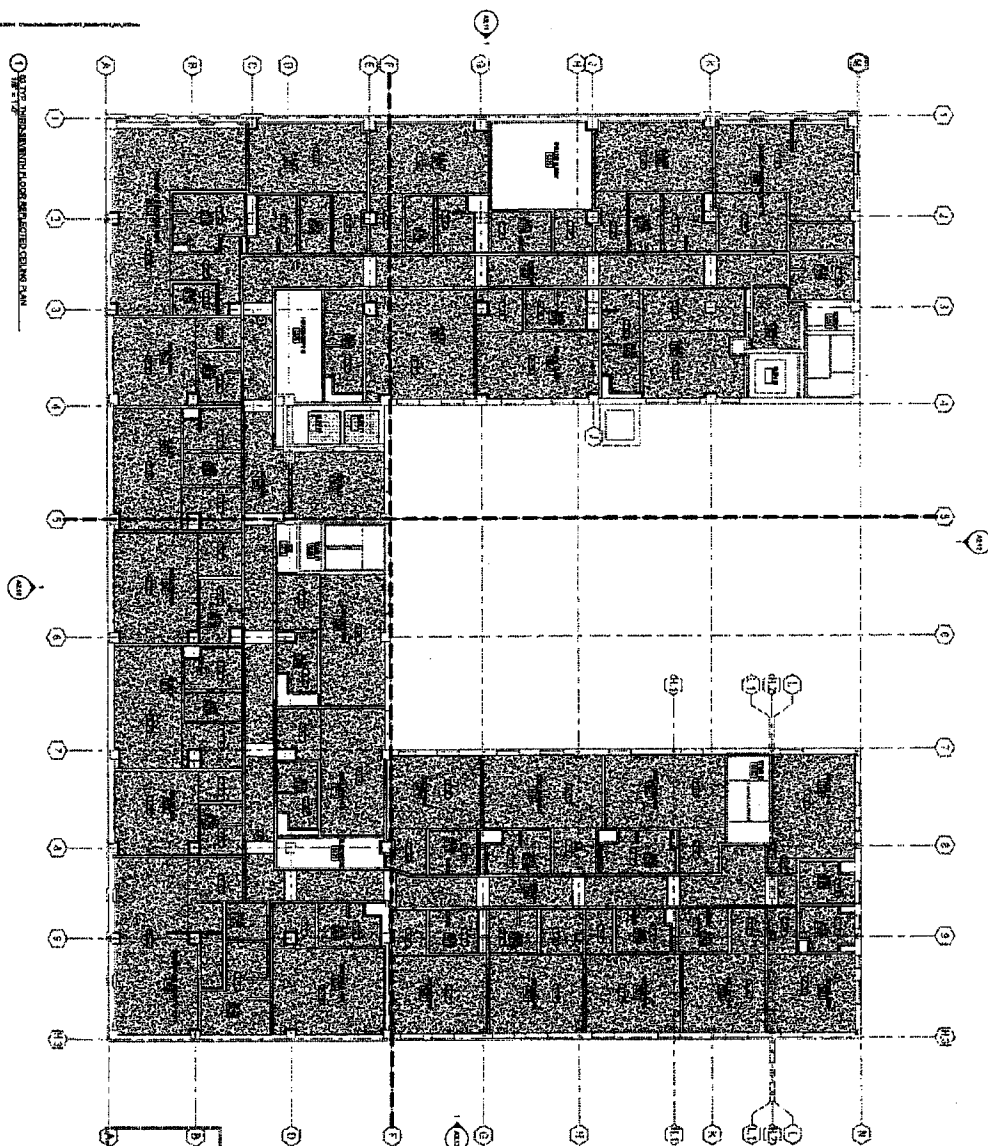


1. SEE REFLECTED CEILING PLAN FOR CEILING LAYOUT.

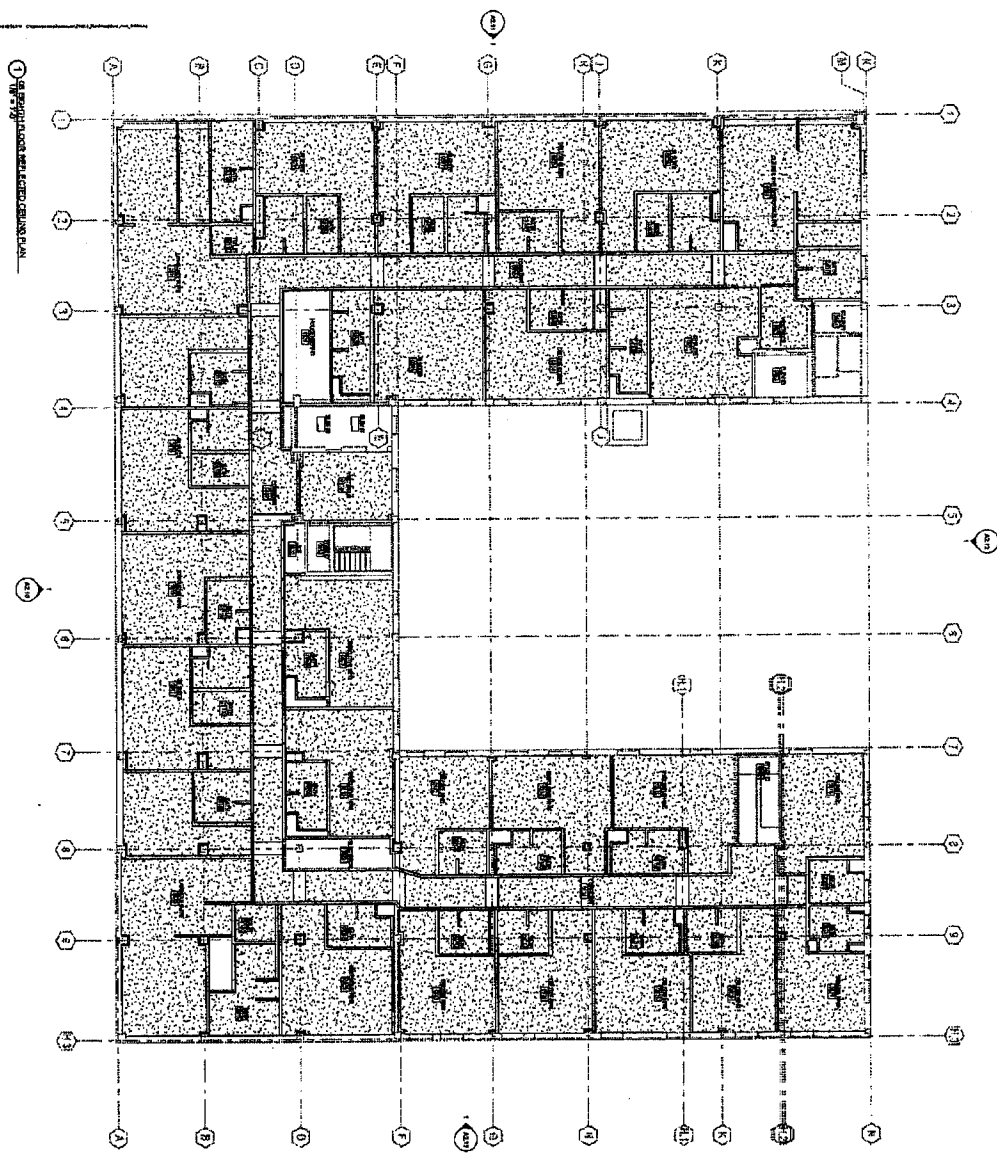
FOR REFERENCE ONLY
- NOT FOR CONSTRUCTION -

Check issue 8 7/10/16/17

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DEVELOPMENT - NOT FOR
CONSTRUCTION

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FOR REFERENCE ONLY
 - NOT FOR CONSTRUCTION -



50% DESIGN
 DEVELOPMENT - NOT FOR
 CONSTRUCTION
 PROJECT NAME
 PROJECT NO.
 DATE
 2008.04.10
 2140130
 2/10/10
REFLECTED CEILING
PLAN - EIGHTH FLOOR
 SCALE
 1/8" = 1'-0"

① SOUTH ELEVATION
18'-11 1/2"

What Is a Problem?

50% DESIGN
DEVELOPMENT - NOT FOR
CONSTRUCTION

Drawing Date

HOTEL NORTHLAND

204 NORTH ADAMS ST.
GREEN BAY, WI 54301

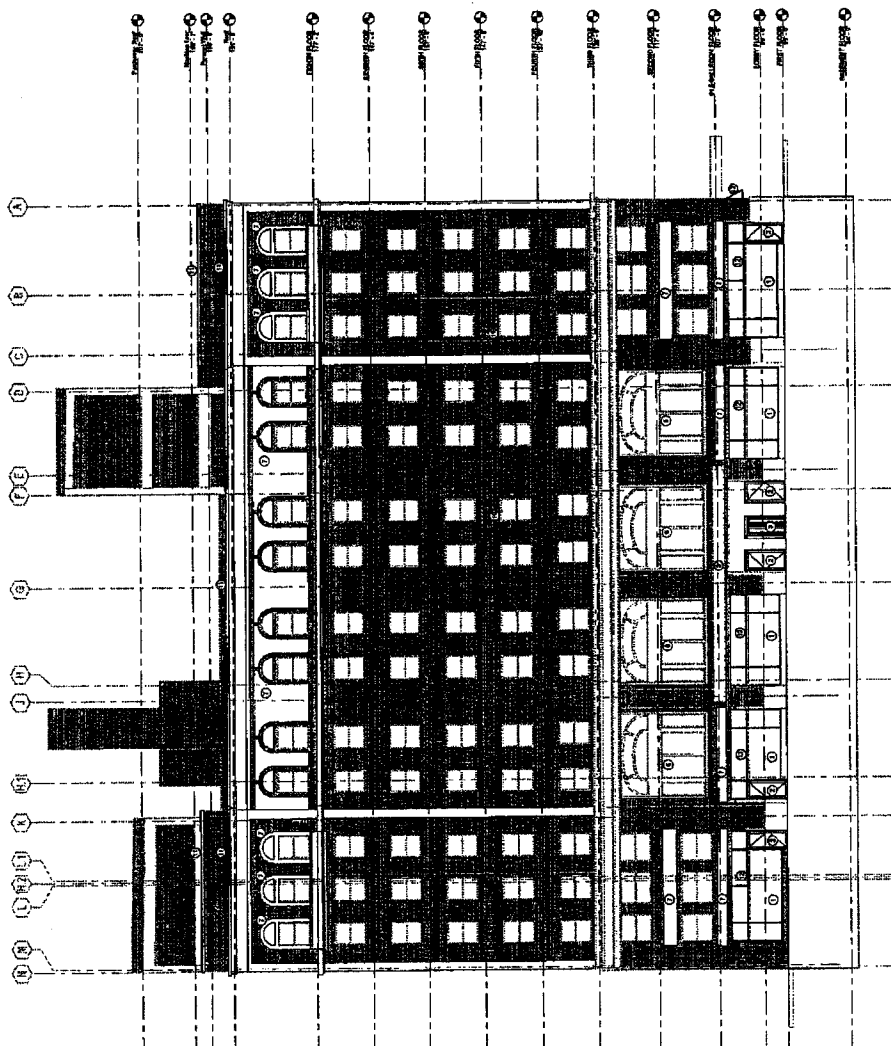
EXTERIOR ELEVATIONS

1. *For the purpose of this study, the authors used the following definitions:*
 (a) *For the purpose of this study, the authors used the following definitions:*
 (b) *For the purpose of this study, the authors used the following definitions:*
 (c) *For the purpose of this study, the authors used the following definitions:*

सुप्रीम कोर्ट
A2.11

Over 2000 people have been

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① YIELD EVALUATION

[illegible]

- ① NORTH ELEVATION
1/8" = 1'-0"

Short Run in Equilibrium

**50% DESIGN
DEVELOPMENT - NOT FOR
CONSTRUCTION**

Drawing Date
07/06/2004

HOTEL NORTHLAND

384 WORTH AVENUE SE,
DORSET HX, VA 22601

Project No. 214013.00

THOMAS CONSULTING
INCORPORATED

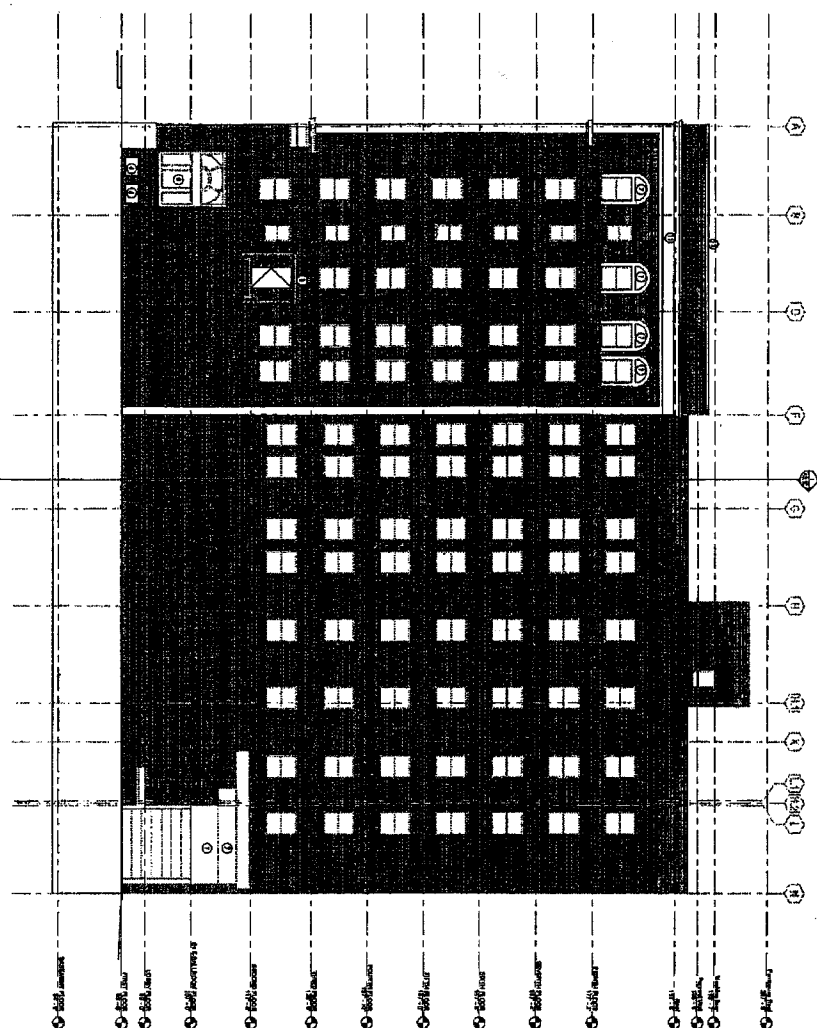
Sheet Title
**EXTERIOR
ELEVATIONS**

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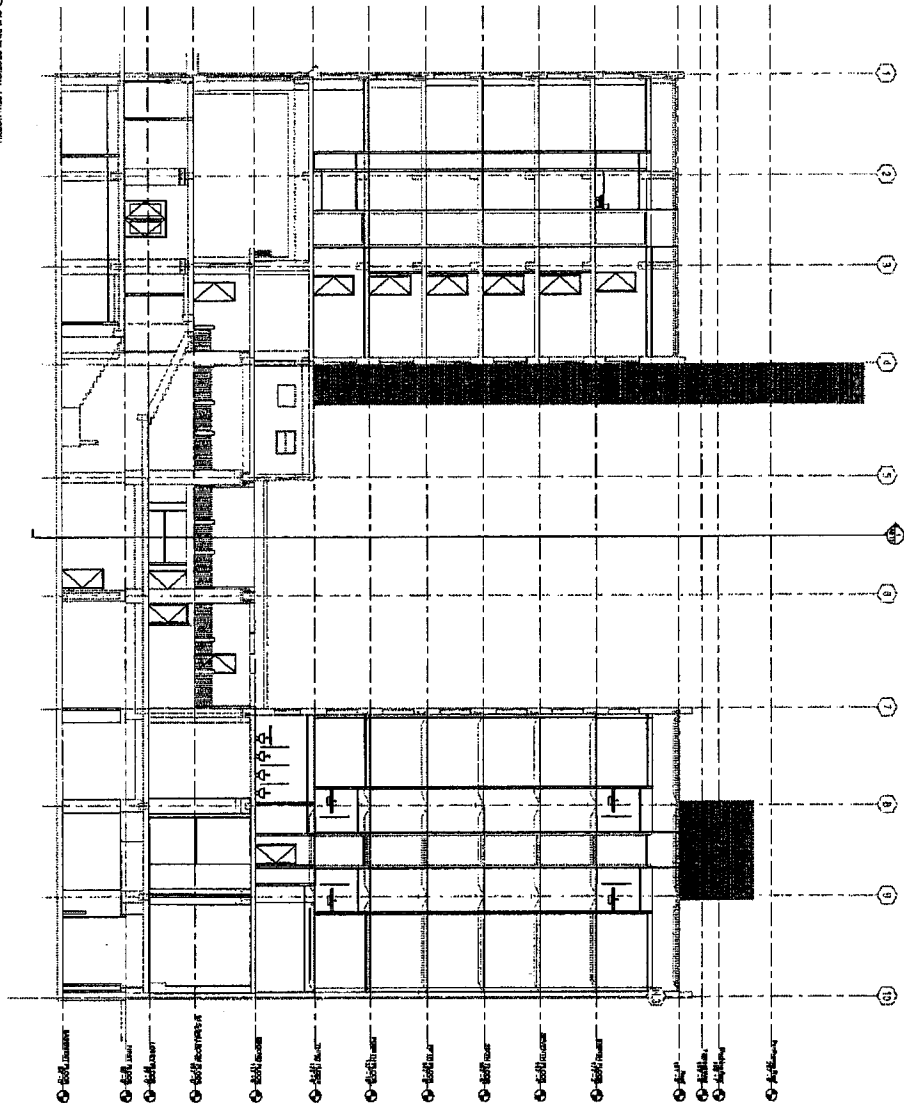
Special Issues 2: Healthcare

**50% DESIGN
DEVELOPMENT - NOT FOR
CONSTRUCTION**

204 SIOUX CITY AVENUE RT.
GREENSBORO, NC 27401
PUNTING COOL WATER
RIVERSIDE
214013.00
Street Name
EXTERIOR
ELEVATIONS

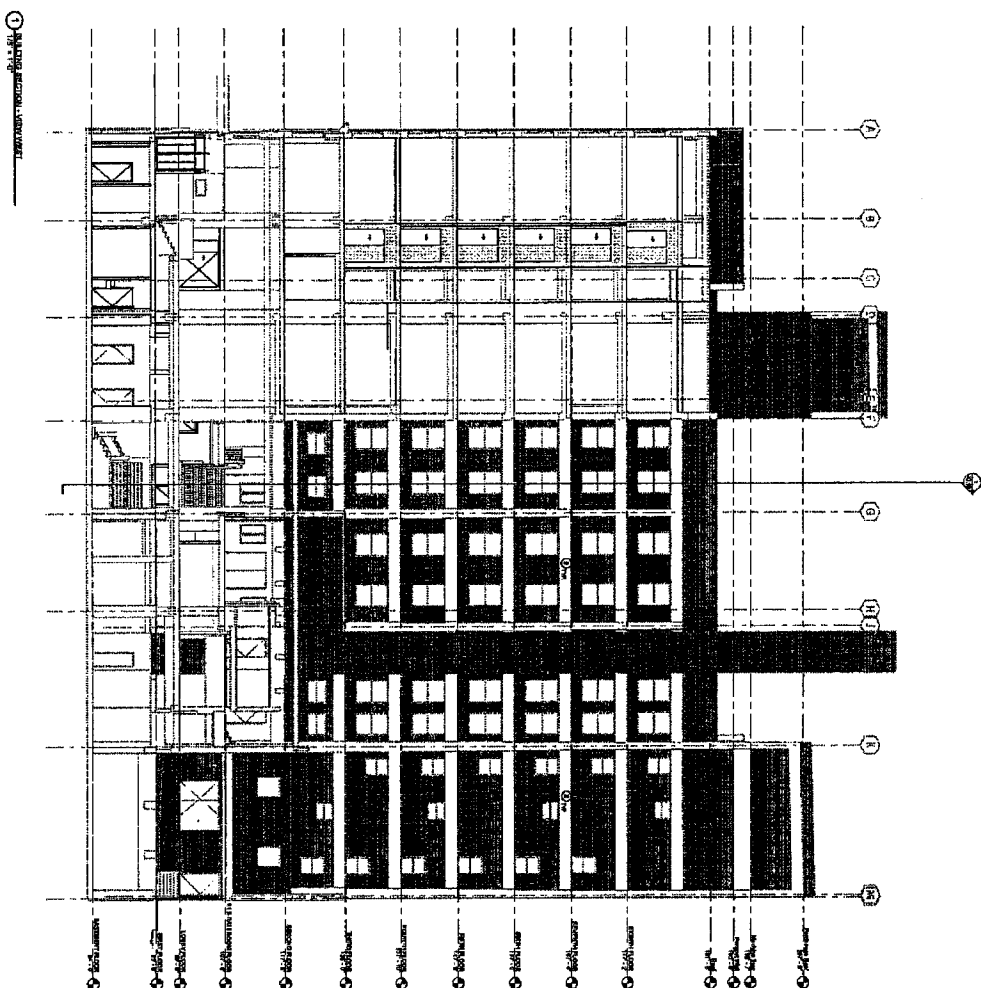
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FOR REFERENCE ONLY
 - NOT FOR CONSTRUCTION -



① SECTION - NORTH

FOR REFERENCE ONLY
- NOT FOR CONSTRUCTION -



① Main section, Northland

EXHIBIT C
City's TIF Debt Service Schedule

City of Green Bay Preliminary Loan Amortization Schedule for the Hotel Northland Project

Enter values	
Loan amount	\$ 2,500,000.00
Annual interest rate	4.25 %
Loan period in years	20
Number of payments per year	1
Start date of loan	5/1/2015
Optional extra payments	

DRAFT

Loan summary	
Scheduled payment	\$ 188,049.59
Scheduled number of payments	20
Actual number of payments	20
Total early payments	\$ -
Total interest	\$ 1,260,991.74

Lender name: Hotel Northland Preliminary Debt Sched

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	5/1/2016	\$ 2,500,000.00	\$ 188,049.59	\$ -	\$ 188,049.59	\$ 81,799.59	\$ 106,250.00	\$ 2,418,200.41	\$ 106,250.00
2	5/1/2017	\$ 2,418,200.41	\$ 188,049.59	\$ -	\$ 188,049.59	\$ 85,276.07	\$ 102,773.52	\$ 2,332,924.34	\$ 209,023.52
3	5/1/2018	\$ 2,332,924.34	\$ 188,049.59	\$ -	\$ 188,049.59	\$ 88,900.30	\$ 99,149.28	\$ 2,244,024.04	\$ 308,172.80
4	5/1/2019	\$ 2,244,024.04	\$ 188,049.59	\$ -	\$ 188,049.59	\$ 92,678.57	\$ 95,371.02	\$ 2,151,345.48	\$ 403,543.82
5	5/1/2020	\$ 2,151,345.48	\$ 188,049.59	\$ -	\$ 188,049.59	\$ 96,617.40	\$ 91,432.18	\$ 2,054,728.07	\$ 494,976.01
6	5/1/2021	\$ 2,054,728.07	\$ 188,049.59	\$ -	\$ 188,049.59	\$ 100,723.64	\$ 87,325.94	\$ 1,954,004.43	\$ 582,301.95
7	5/1/2022	\$ 1,954,004.43	\$ 188,049.59	\$ -	\$ 188,049.59	\$ 105,004.40	\$ 83,045.19	\$ 1,849,000.03	\$ 665,347.14
8	5/1/2023	\$ 1,849,000.03	\$ 188,049.59	\$ -	\$ 188,049.59	\$ 109,467.09	\$ 78,582.50	\$ 1,739,532.94	\$ 743,929.64
9	5/1/2024	\$ 1,739,532.94	\$ 188,049.59	\$ -	\$ 188,049.59	\$ 114,119.41	\$ 73,930.15	\$ 1,625,413.51	\$ 817,859.79
10	5/1/2025	\$ 1,625,413.51	\$ 188,049.59	\$ -	\$ 188,049.59	\$ 118,969.51	\$ 69,080.07	\$ 1,506,443.99	\$ 886,939.86
11	5/1/2026	\$ 1,506,443.99	\$ 188,049.59	\$ -	\$ 188,049.59	\$ 124,025.72	\$ 64,023.87	\$ 1,382,418.28	\$ 950,963.73
12	5/1/2027	\$ 1,382,418.28	\$ 188,049.59	\$ -	\$ 188,049.59	\$ 129,296.81	\$ 58,752.78	\$ 1,253,121.47	\$ 1,009,716.51
13	5/1/2028	\$ 1,253,121.47	\$ 188,049.59	\$ -	\$ 188,049.59	\$ 134,791.92	\$ 53,257.66	\$ 1,118,329.54	\$ 1,062,974.17
14	5/1/2029	\$ 1,118,329.54	\$ 188,049.59	\$ -	\$ 188,049.59	\$ 140,520.58	\$ 47,529.01	\$ 977,808.96	\$ 1,110,503.18
15	5/1/2030	\$ 977,808.96	\$ 188,049.59	\$ -	\$ 188,049.59	\$ 146,492.71	\$ 41,556.88	\$ 831,316.25	\$ 1,152,060.06
16	5/1/2031	\$ 831,316.25	\$ 188,049.59	\$ -	\$ 188,049.59	\$ 152,718.65	\$ 35,330.94	\$ 678,597.61	\$ 1,187,391.00
17	5/1/2032	\$ 678,597.61	\$ 188,049.59	\$ -	\$ 188,049.59	\$ 159,209.19	\$ 28,840.40	\$ 519,388.42	\$ 1,216,231.40
18	5/1/2033	\$ 519,388.42	\$ 188,049.59	\$ -	\$ 188,049.59	\$ 165,975.58	\$ 22,074.01	\$ 353,412.84	\$ 1,238,305.40
19	5/1/2034	\$ 353,412.84	\$ 188,049.59	\$ -	\$ 188,049.59	\$ 173,029.54	\$ 15,020.05	\$ 180,383.30	\$ 1,253,325.45
20	5/1/2035	\$ 180,383.30	\$ 188,049.59	\$ -	\$ 180,383.30	\$ 172,717.01	\$ 7,666.29	\$ -	\$ 1,260,991.74

EXHIBIT D
Personal Guarantee of Specific Transaction

1. **GUARANTEE.** For value received, and to induce the City of Green Bay and the Redevelopment Authority of the City of Green Bay ("Lender") to extend credit to DEVELOPER, hereinafter "Debtor," the undersigned guarantees payment or promises to pay or to cause to be paid to Lender, when due, or to the extent not prohibited by law at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, all Deficit Payments due under the Development Agreement dated _____, 2014 (the "Development Agreement"), including interest charges and fees provided for in the Development Agreement and any other agreement related to the Project Grant (as defined in the Development Agreement) and also including the amount of any Deficit Payments made by Debtor to Lender or other on behalf of the Debtor which are recovered from Lender by a trustee, receiver, creditor, or other party pursuant to applicable state law (the obligations). To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against the Debtor.

2. **REPRESENTATIONS.** The undersigned acknowledges and agrees that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and had no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of any Debtor. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently and without reliance on Lender, continue to make such determinations.

3. **PERSONS BOUND.** This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assignees.

4. **TERM.** This guarantee for any Deficit Payment shall expire at the end of the life of the Tax Increment District.

Dated at _____, Wisconsin, this ____ day of _____, 2014.

_____, subscribed and sworn to before
me this ____ day of _____, 2014.

Notary Public, _____ County, WI
My commission expires _____

EXHIBIT E
FORM-Certificate of Reimbursable Project Costs

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
HOTEL NORTHLAND**

This First Amendment to Development Agreement ("Amendment") is made as of March 24, 2015 by and between the Redevelopment Authority of the City of Green Bay ("RDA"), the City of Green Bay ("City") and Hotel Northland, LLC ("Developer").

RECITALS:

- A. The RDA, City and Frantz Community Investors ("Frantz") entered into a Development Agreement ("Development Agreement") dated March 5, 2014.
- B. Frantz has assigned all of its right, title and interest in the Development Agreement to Developer pursuant to an Assignment of Development Agreement dated as of the date of this Amendment.
- C. The RDA, City and Developer desire to amend the Development Agreement as set forth in this Amendment.

AGREEMENTS:

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein and other good and valuable consideration, the parties agree as follows:

1. Assignment. The RDA and City hereby consent to the Assignment of the Development Agreement to Developer by Frantz.
2. City/RDA Commitments. The phrase "\$25-\$35" in Section I of the Development Agreement is deleted and the phrase "\$40,000,000 to \$50,000,000" is hereby inserted in its place. Notwithstanding anything to the contrary in the Development Agreement, all references to "\$25-\$35 million" in the Development Agreement are deleted and the phrase \$40,000,000 to \$50,000,000 is inserted in their place.
3. Completion Project. The date "May 21, 2015" in Section I of the Development Agreement is deleted and the date "March 31, 2016" is inserted in its place.
4. Acquisition of Building. Section II.A of the Development Agreement is deleted and the following is inserted in its place:
 - A. Developer shall acquire the Hotel Property from the current owner on or before March 31, 2015 ("Acquisition Date").
5. Commencement Date. The phrase "second quarter of 2014" in Section II.B of the Development Agreement is deleted and the phrase "first quarter of 2015" is inserted in its place.

6. Completion Date. The date "May 21, 2015" in Section II.C is deleted and the date "March 31, 2016" is inserted in its place.

7. Management Company. Pursuant to Section II.E of the Development Agreement, Legendary Hospitality, LLC has been selected as the management company.

8. Resale of RDA Property. The last sentence of Section III.A is deleted and the following inserted in its place:

The Developer may sell the RDA Property to any individual or entity which purchases the Hotel Property.

9. Parking. The term "three" in Section V.A is deleted and the following inserted in its place:

The CITY will provide up to one hundred and fifty (150) parking spaces within the attached City-owned Pine Street Parking Ramp for hotel guests and employees. This parking arrangement shall commence upon the Hotel's opening and shall be in effect for a period of fifteen (15) consecutive years. Developer shall pay a fixed rate of sixty thousand dollars (\$60,000.00) per year to City as consideration for said parking spaces for a period of five (5) years. Upon the commencement of year 6, the Developer shall pay a fixed rate of seventy thousand dollars (\$70,000.00) per year for a period of five (5) years. Upon commencement of year 11, the Developer shall pay a fixed rate of eighty thousand (\$80,000.00) per year for the remaining period of five (5) years, which shall conclude at the end of year 15. Thereafter, the Parties will re-negotiate in good faith the number of parking spaces and rate, in an amount not to exceed the average daily rate in the Downtown district.

10. TIF. Subsection (i) of Section VI.A is deleted and the following inserted in its place:

The CITY shall provide a \$2,500,000 Project-supported Tax Increment Financing (TIF) grant to the Project, subject to all of the following conditions: (i.) Developer closes on Hotel Property by the acquisition date, and (ii) DEVELOPER secures private loan commitments and alternative financing adequate to complete the Project. The TIF amount shall be known as the Project Grant.

11. Adequate Documentation. Pursuant to the requirements of Section VI of the Development Agreement, the City and RDA acknowledge and agree (i) the Developer has provided adequate documentation of the exhaustion of other funding sources, (ii) the WEDC grant shall be made to the Developer and (iii) they will make the TIF loan to the Developer at the time the Developer closes on the construction loan for the Project.

12. Delivery of Project Budget and Sources & Uses. Notwithstanding anything to the contrary in Section IX of the Development Agreement, any plans and specifications, budgets, proformas and other items to be delivered by Developer to the City/RDA pursuant to Section IX of the Development Agreement shall be delivered on or before March 31, 2015.

13. Amendment. Except as set forth in this Amendment, the Development Agreement remains as executed and is in full force and effect.

14. Counterpart Signatures. This Amendment may be executed in counterparts and delivered by email.

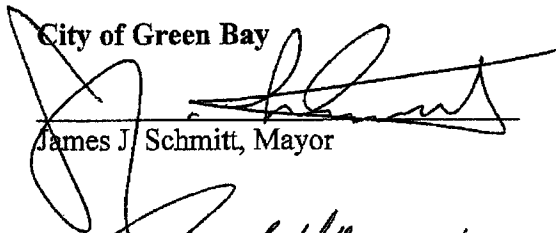
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

[SIGNATURE PAGE FOLLOWS]

Redevelopment Authority of the City of Green Bay

By: 
Its: Harry Maier, Chairman
Attest:  James L. Mueller
Its: City Attorney

City of Green Bay


James J. Schmitt, Mayor

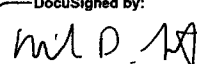
Attest:  James L. Mueller
Its: City Attorney

Hotel Northland, LLC

By: KPH NORTHLAND HOTEL LLC, Member

By: DocuSigned by:
Keith Harenda
8E541DA613E0456...
Keith Harenda, Manager

By: FRANTZ COMMUNITY INVESTORS
L.L.C., Member

By: DocuSigned by:

645859B74EC1404...
Michael D. Frantz, Manager

**SECOND AMENDMENT TO
DEVELOPMENT AGREEMENT
HOTEL NORTHLAND**

This Second Amendment to Development Agreement ("Amendment") is made as of October 29, 2015 by and between the Redevelopment Authority of the City of Green Bay ("RDA"), the City of Green Bay ("City") and Hotel Northland LLC ("Developer").

RECITALS:

- A. The RDA, City and Frantz Community Investors ("Frantz") entered into a Development Agreement ("Development Agreement") dated as of March 5, 2014 and First Amendment to the Development Agreement dated as of March 24, 2015.
- B. Frantz has assigned all of its right, title and interest in the Development Agreement to Developer pursuant to an Assignment of Development Agreement dated as of May 5, 2014 (the "Assignment").
- C. The RDA, City and Developer desire to amend the Development Agreement as set forth in this Amendment.

AGREEMENTS:

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein and other good and valuable consideration, the parties agree as follows:

- 1. Completion Project. The date "May 21, 2015" in Section I of the Development Agreement is deleted and the date "December 31, 2016" is inserted in its place.
- 2. Acquisition of Building. Section II.A of the Development Agreement is deleted and the following is inserted in its place:
 - A. Developer shall acquire the Hotel Property from the current owner on or before November 30, 2015 ("Acquisition Date").
- 3. Commencement Date. The phrase "second quarter of 2014" in Section II.B of the Development Agreement is deleted and the phrase "first quarter of 2016" is inserted in its place.
- 4. Completion Date. The date "May 21, 2015" in Section II.C is deleted and the date "December 31, 2016" is inserted in its place.
- 5. Delivery of Project Budget and Sources & Uses. Notwithstanding anything to the contrary in Section IX of the Development Agreement, any plans and specifications, budgets, proformas and other items to be delivered by Developer to the City/RDA pursuant to Section IX.G. of the Development Agreement shall be delivered on or before November 30, 2015.

6. TIF. Notwithstanding anything to the contrary stated or implied in Section VI of the Development Agreement or any other Section of the Development Agreement, the Project Grant, as defined in the Development Agreement, is and shall be structured as a TIF loan and it is not a grant to the Developer or any affiliate of the Developer.

7. Parking and Skywalk. Pursuant to Section V of the Development Agreement, the City and RDA granted the Developer the right to use, lease and sublet up to one hundred and fifty (150) parking spaces ("Parking Spaces") in the City owned parking ramp ("Parking Ramp") known as the Pine Street Parking Ramp. At any time requested by Developer, the City shall execute and deliver to Developer a lease for the Parking Spaces which is consistent with the provisions of the Development Agreement and the Developer may record a memorandum of the lease. The Parking Ramp is connected to the Hotel Property by a skywalk ("Skywalk"). The Skywalk shall be maintained in good condition and repair by the City, if the City fails to maintain the Skywalk in good condition and repair, Developer may repair the Skywalk and the City shall reimburse Developer for any cost incurred by Developer in maintaining and repairing the Skywalk. At any time requested by Developer, the City shall execute and deliver to Developer an easement which is consistent with the provisions of the Development Agreement and which permits Developer and its agents, successors, assigns, guests and invitees to use the Skywalk. Developer shall have the right to record the easement. The City hereby grants to Developer and its agents, successors, assigns, guests and invitees the right to use the Skywalk.

8. Amendment. Except as set forth in this Amendment, the Development Agreement and First Amendment to the Development Agreement remain as executed and are in full force and effect.

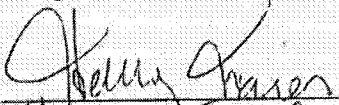
9. Counterpart Signatures. This Amendment may be executed in counterparts and delivered by email.

10. Consent to Assignment. RDA and City hereby approve and consent to the Assignment and acknowledge and agree that the Assignment complies with the terms of Section IX.A. of the Development Agreement.

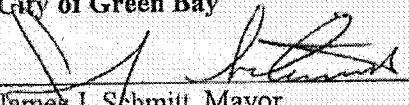
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

[SIGNATURE PAGE FOLLOWS]

Redevelopment Authority of the City of Green Bay

By: 
Its: Harry Kraser, Chairman
Attest: 
Its: Kevin J. Vorek, Secretary

City of Green Bay


James J. Schmitt, Mayor

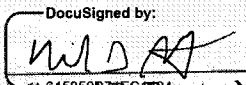
Attest: Kris A. Teske
Its: Kris A. Teske, City Clerk

Hotel Northland, LLC

By: KPH NORTHLAND HOTEL LLC, Member

By: 
Keith Haranda, Manager

By: FRANTZ COMMUNITY INVESTORS
L.L.C., Member

By: 
Michael D. Frantz, Manager

**THIRD AMENDMENT TO
DEVELOPMENT AGREEMENT
HOTEL NORTHLAND**

This Third Amendment to Development Agreement ("Amendment") is made as of November 18, 2015 by and between the Redevelopment Authority of the City of Green Bay ("RDA"), the City of Green Bay ("City") and Hotel Northland LLC ("Developer").

RECITALS:

A. The RDA, City, and Frantz Community Investors ("Frantz") entered into a Development Agreement dated as of March 5, 2014, First Amendment to the Development Agreement dated as of March 24, 2015, and Second Amendment dated as of October 29, 2015 (hereinafter "Development Agreements").

B. Frantz has assigned all of its right, title and interest in the Development Agreement to Developer pursuant to an Assignment of Development Agreement dated as of May 5, 2014 (the "Assignment").

C. The RDA, City and Developer desire to amend the Development Agreements as set forth in this Amendment.

AGREEMENTS:

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein and other good and valuable consideration, the parties agree as follows:

1. TIF Project Grant. Section VI.F of the Development Agreement dated March 5, 2014, is deleted and the following is inserted in its place:

The Project Grant shall be placed as a lump sum into the Disbursement Account under that certain Construction and Disbursing Escrow Agreement by and between Developer, the City and certain other parties (hereinafter "Disbursing Agreement") on the date that the Disbursing Agreement is executed. The Project Grant shall be disbursed to Developer pursuant to the terms and conditions of the Disbursing Agreement, after Developer has reasonably demonstrated Eligible Project Costs, and after written approval by a CITY or RDA representative, which may not be unreasonably withheld.

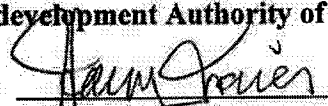
2. Exhibit E. EXHIBIT E-Certificate of Reimbursable Project Costs of the Development Agreement dated March 5, 2014, is deleted.

3. Amendment. Except as set forth in this Third Amendment, the Development Agreement, First Amendment to the Development Agreement and Second Amendment to the Development Agreement remain as executed and are in full force and effect.

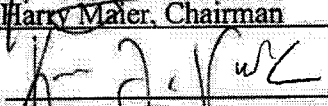
3. Counterpart Signatures. This Amendment may be executed in counterparts and delivered by email.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Redevelopment Authority of the City of Green Bay

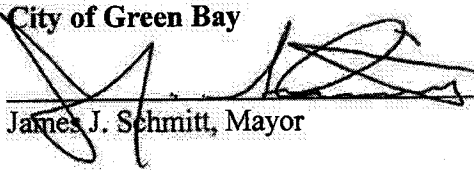
By: 

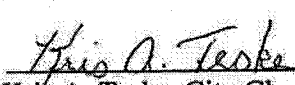
Its: Harry Maier, Chairman

Attest: 

Its: Kevin Vonck, Secretary

City of Green Bay


James J. Schmitt, Mayor

Attest: 

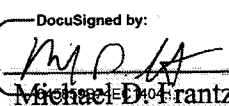
Its: Kris A. Teske, City Clerk

HOTEL NORTHLAND LLC,

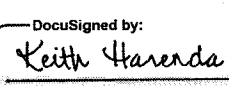
a Wisconsin limited liability company

By: Hotel Northland Master Landlord Managing
Member LLC, a Wisconsin limited liability company,
its Managing Member

By: Frantz Community Investors L.L.C., an Iowa
limited liability company, its Co-Managing Member

By: 
Michael D. Frantz, Manager

By: KPH Northland Hotel LLC, a Wisconsin limited
liability company, its Co-Managing Member

By: 
Keith P. Harenda, Manager