

CHARMANT HOTEL DEVELOPMENT AGREEMENT

This Charmant Hotel Development Agreement (hereafter "Agreement") is made by and among the City of La Crosse, Wisconsin, a Wisconsin municipal corporation with offices located at 400 La Crosse Street, La Crosse, Wisconsin, 54601 ("City"), and The Charmant Hotel, LLC, a Wisconsin corporation with offices located at 102 Jay Street, Suite 400, La Crosse, Wisconsin, 54601 ("Developer").

WITNESSETH:

Whereas, Developer proposes to own, refurbish, renovate and develop a currently underutilized downtown property into a boutique hotel ("Project") within the City of La Crosse on property it will own all of which property is more particularly described in Exhibit A ("Real Estate");

Whereas, Developer further proposes to create fifty (50) jobs, of which fifteen (15) shall be full-time jobs at the Project;

Whereas, the goals for the Real Estate include encouraging private development and improvements and undertaking public improvements that promote desirable and sustainable uses, which further serve the needs of the community and visitors as well as fulfilling the aesthetic character standards of the City;

Whereas, the City finds it necessary to further redevelop an area of the City within Tax Incremental District No. 11, ("TID #11"), in order to further redevelop an area of the City's downtown, reduce underutilized property, grow the tax base as well as provide for a place of employment for citizens of the State and the City;

Whereas, Section 66.1105, Wis. Stat., empowers cities to assist redevelopment projects by lending or contributing funds as well as performing other actions of a character which the City is authorized to perform for other general purposes;

Whereas, the City has found and determined that: (1) the economic vitality of the Real Estate is essential to the economic health of the City and other taxing jurisdictions within the City; (2) the proposed development of the Real Estate through the construction of the Project is an integral part of the commercial needs of City residents, local businesses and the surrounding area; and (3) the benefits to be gained by the City as a result of the Project are greater than the costs to the City under this Agreement;

Whereas, the Developer and the City agree that the Real Estate's development and improvement shall (1) result in an economic and aesthetic benefit to the City and the surrounding area, including, without limitation, growth in the tax base and job creation; and (2) be secured for the future benefit of the citizens and the community through the construction and development of the Project all in accordance with the Master Plan to be prepared by the Developer and approved by the City Plan Commission;

Whereas, the City desires the Project to proceed for the reasons set forth above and ultimately to provide increased tax revenues for the City and various taxing jurisdictions authorized to levy taxes within TID #11;

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Return to

City Attorney
400 La Crosse Street
La Crosse WI 54601

Parcel Identification Number/Tax Key Number

Whereas, in order to induce Developer to undertake the Project, the City has agreed to pay for certain costs included in the project plan of TID #11 ("TID Project Plan") through the use of existing municipal funds and/or the use of borrowed funds and to provide other assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement;

Whereas, the City finds and determines that certain cash grant payments as detailed in this Agreement are necessary and convenient to the implementation of the TID Project Plan;

Whereas, Developer declares that "but for" this Agreement, it would not undertake the Project;

Whereas, the City and Developer wish to set forth in this Agreement their respective commitments, understandings, rights and obligations in connection with the Project as more fully described herein and to further provide for the implementation of the Project; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

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ARTICLE I**PURPOSE; LAND; DEFINITIONS; EXHIBITS**

1.1. **Land Affected.** The parties acknowledge that the Project will encompass and/or affect the following real property, all of which shall be within the boundaries of TID #11:

The Real Estate (**Exhibit A**) and certain public streets and rights-of-way serving the same.

1.2. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to undertake certain project costs and public improvements, if any, necessary for the Project, all as set forth in this Agreement. The City intends to recover its costs through payments received under this Agreement including increased tax revenues generated by the Real Estate. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed. Developer and the City plan to work together to undertake the Project on the Real Estate all as more fully described herein and in the Master Plan and as approved by the City Plan Commission.

1.3. Certain Definitions. In addition to the words and phrases elsewhere defined in this Agreement, the following words and phrases, when having an initial capital letter, shall have the following meanings:

- a. "Agreement" means this Charmant Hotel Development Agreement by and between the City and the Developer, as amended and supplemented from time to time.
- b. "City" means the City of La Crosse, Wisconsin, a Wisconsin municipal corporation.
- c. "Construction Schedule" means the construction timetable set forth on **Exhibit F**.
- d. "Contribution" means the contribution or cash grant that is made through this Agreement to incent Developer to undertake the development and assist the Project and for which the Monetary Obligation is incurred.
- e. "Developer" means The Charmant Hotel, LLC, a Wisconsin limited liability company.
- f. "Job" or "New Full-time Equivalent Job" means a position or employment classification employed by Developer on a Full-time basis, where such position or employment classification may be worked by one (1) or more of Developer's employees. "Full-time" means two thousand eighty (2080) hours of actual work per calendar year. In calculating such Jobs, only actual hours worked shall be counted rather than time-and-a-half, double time, or any other multiple of actual work hours paid. Only the Jobs created under Section 2.15 of this Agreement shall comply with the City's living wage requirements as per the 2003 Second Amended Resolution of the Common Council attached as **Exhibit C**. "New" means that such Jobs were previously non-existing on the Signature Date of this Agreement and that such Jobs were created at Developer's main campus (i.e. Real Estate) within the corporate limits of the City of La Crosse by Developer subsequent to the Signature Date.

"Job" excludes such positions or employment classifications that thwart or circumvent the job maintenance provisions of this Agreement. Such Jobs shall exclude positions or employment classifications that are relocated to this Project from elsewhere within the corporate limits of the City of La Crosse from any other employer. Such Jobs shall also exclude Developer's relocation of Jobs between its various facilities within the corporate limits of the City of La Crosse. Jobs created by Developer meeting this definition shall apply toward the job maintenance requirement of this Agreement. Nothing in this definition prohibits Developer from competing for labor within the labor market against other employers located within the corporate limits of the City of La Crosse.

- g. "Master Plan" means the Master Plan for the Real Estate prepared by the Developer and approved by the City Plan Commission on August 22, 2014 as well as all subsequent revisions thereto that are prepared by Developer and approved by the City Plan Commission.**
- h. "Monetary Obligation" means a limited and conditional monetary obligation of the Tax Increment generated from the Project in a maximum aggregate amount of seven hundred fifty thousand dollars (\$750,000.00), that is incurred, in one or more installments, and that is payable over the time not to exceed the duration of the TID #11; more specifically:**

 - (1) Calculation. Effective September 1, 2017, the City shall be obligated to pay an amount calculated as the Tax Increment resulting from an increase in real property tax base from the Project not to exceed the lesser of: (a) seven hundred fifty thousand dollars (\$750,000.00), or (b) eighty-five percent (85%) of the actual Tax Increment resulting from an increase in the real property tax base from the Project for tax years 2016-2020 or tax years 2016-2025, depending on whether WEDC grant funding is obtained for the Project as further defined in Section 3.1 of this Agreement. The difference, if any, between the actual Tax Increment resulting from an increase in the real property tax base from the Project for any tax year for which a Contribution would be paid and the maximum seven hundred fifty thousand dollars (\$750,000.00), shall be retained by the City.**
 - (2) Disbursement Date. After determining the actual applicable Tax Increment, the City shall make its Contribution of the Monetary Obligation annually on or before September 1 until payment of the maximum amounts defined herein or until closure of TID #11 by law, whichever occurs first.**
 - (3) Conditions. The City's obligation to make Contributions on the Monetary Obligations is conditioned on:**

 - (a) The determination by the City Assessor that there is no default under the tax guarantee in Section 2.6(b) of this Agreement;**
 - (b) The timely payment of taxes before delinquent by Developer;**
 - (c) Substantial Completion of the Project in accordance with the Master Plan, Project Cost Breakdown and Construction Schedule (this is a condition of the first payment only);**
 - (d) Submission by Developer of verifiable costs, invoices, lien waivers, proof of financing costs and any other supporting documentation as requested by the Finance Director and Economic Development Commission. Said submissions shall be in form and content acceptable to the Finance Director and Economic Development Commission and demonstrate Substantial Completion and payments for costs for which reimbursement is being requested in accordance with Section 3.1 and the other provisions of this Agreement (this is a condition of**

the first payment only);

- (e) Continued compliance with the provisions of this Agreement by Developer; and
 - (f) The use of cash grants for eligible project costs under the Tax Incremental Law.
- (4) **Example Exhibit.** An example of the Monetary Obligation is attached as **Exhibit G.**
- (5) **Not General Obligation.** For purposes of the Tax Increment Law, this Agreement is an evidence of indebtedness; that is, it fully evidences the City's obligation to pay the Monetary Obligation. No negotiable instrument is being prepared to separately evidence the Monetary Obligation. The Monetary Obligation shall not, however, be included in the computation of the City's constitutional debt limitation, because the Monetary Obligation is limited and conditional, and no taxes have been or will be levied for its payment or pledged to its payment. Nothing in this Agreement shall be deemed to change the nature of the City's obligation from a limited and conditional obligation to a general obligation. No Tax Increments are pledged to the payment of the Monetary Obligation. In the event of an interpretation of this Agreement that would require the City's obligation to change from a limited and conditional obligation to that of a general obligation, then the City's Contribution and/or Monetary Obligation shall be subject to annual appropriation by the City Council.
- (6) **No Acceleration.** Notwithstanding any other provision of this Agreement, Developer has no right to accelerate the payment of the Monetary Obligation. The only remedy of Developer in the event of nonpayment shall be legal proceedings to collect the amount of the Monetary Obligation that is due and payable. Developer may only institute legal proceedings after filing a claim with the City and complying with any other applicable provisions of this Agreement.
- (7) **Limitations.** The City has no obligation to make payments of the Monetary Obligation in excess of the amount of the Tax Increments that have been collected, and allocated from the Project in TID #11 under the Tax Increment Law and the provisions of this Agreement. The City has no obligation to make payments of the Monetary Obligation if this Agreement terminates. Subject to the Remedies provisions below, in the event Developer fails to comply with any provision of this Agreement, the City may withhold any Contribution that is due and payable and may further seek the recovery of any Contribution that has already been paid or disbursed, which shall become immediately due and payable. Developer's principal, the Guarantor, shall execute a personal guaranty in favor of the City in order to secure repayment, which is the a personal guaranty of guarantor(s) ("Guarantor") attached as **Exhibit H.**
- (8) **Administration.** The parties acknowledge and agree that the City incurs continuing administrative and professional service costs under this

Agreement. Notwithstanding any provision of this Agreement, the City shall retain fifteen percent (15%) of any Increment before payment of the Monetary Obligation under Section 1.3(h)(1)(a) to be made to Developer as calculated herein to offset said costs. The calculation in Section 1.3.(h)(1)(b) already deducts this 15% fee.

- i. "Plans and Specifications" means the plans and specifications developed for the Project.
- j. "Project" means the development and improvement of the Real Estate by the constructing, refurbishing, renovating and developing currently underused downtown property into a boutique hotel located on the Real Estate all as described in more detail on **Exhibit B** and in accordance with the Master Plan. Subject to the terms and conditions of this Agreement, uses for the Project shall be determined by zoning. The term, "Project" excludes personal property.
- k. "Project Cost Breakdown" means the minimum construction costs of the Project and consists of the cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying development, construction, financing, contingency and all other direct and indirect costs of construction of the Project, all as described in more detail on **Exhibit E** and in accordance with the Master Plan.
- l. "Public Improvements" means the public infrastructure improvements, if any, to be constructed by the City in connection with the Project set forth on **Exhibit D**.
- m. "Real Estate" means the real property described in **Exhibit A**.
- n. "Signature Date" has the same meaning as provided in Section 8.22 of this Agreement.
- o. "Substantial Completion" means the completion of the improvements to the Real Estate pursuant to the Plans and Specifications, (except for punch list items, exterior painting, and landscaping) and the issuance by the Project architect of a certificate of substantial completion and the issuance of a certificate of occupancy from the City. Subject to unavoidable delays beyond the control of the Developer, any such incomplete items shall be fully completed within a reasonable time after the date of Substantial Completion, but not to exceed ninety (90) days thereafter except site improvements such as landscaping shall be completed no later than two hundred forty (240) days after the date of Substantial Completion if weather or other conditions beyond the control of Developer prevent completion of the same.
- p. "Tax Increment" means the tax increment received by the City with respect to the Real Estate which is generated by TID #11.
- q. "Tax Incremental Law" means Section 66.1105, Wis. Stats., as amended and superseded.
- r. "TID #11" means the Tax Incremental Financing District Number 11 of the City of La Crosse.
- s. "TID Project Plan" means the plan, created in accordance with the Tax Incremental Law, for the financial development or redevelopment of TID #11, including all approved amendments thereto.

- t. "WEDC" means the Wisconsin Economic Development Corporation of the State of Wisconsin.

1.4. Exhibits. The following exhibits are hereby attached to and incorporated into this Agreement:

- a. **Exhibit A.** Real Estate
- b. **Exhibit B.** Description of Project
- c. **Exhibit C.** Living Wage Resolution
- d. **Exhibit D.** Description of Public Improvements
- e. **Exhibit E.** Project Cost Breakdown
- f. **Exhibit F.** Construction Schedule
- g. **Exhibit G.** Monetary Obligation Example
- h. **Exhibit H.** Personal Guaranty
- i. **Exhibit I.** Class II Wage Scale Email

ARTICLE II

DEVELOPER OBLIGATIONS

2.1. Acquire the Real Estate. Prior to commencing construction on the Project, Developer shall acquire fee simple title to the Real Estate.

2.2. Develop the Real Estate. Developer agrees to develop and improve the Real Estate by undertaking the Project, all in accordance with the Master Plan, the Project Cost Breakdown and the Construction Schedule.

- a. **Site Preparation.** Developer shall prepare the Real Estate for construction of the Project, including, without limitation, any necessary demolition or other removal of improvements or preparation currently located on the Real Estate.
- b. **Construction Schedule.** Developer shall commence or cause other entities to commence construction on the Project, as described in **Exhibit B**, on or before April 15, 2015 with Substantial Completion on or before, December 31, 2015, all in accordance with the Construction Schedule set forth on **Exhibit F**.
- c. **Guaranty of Minimum Costs.** Developer agrees that all costs associated with the Project shall have an aggregate minimum project cost of not less than twenty-five million dollars (\$25,000,000.00). The Project Cost Breakdown is provided on **Exhibit E**, but Developer is bound by the total, not the individual line items.

- d. **Rights of Access.** Developer shall permit the representatives of the City to have access to the Project at all reasonable times during and following the construction when the City deems access necessary to ensure compliance with the terms and conditions of this Agreement including, but not limited to, access for inspection of all work being performed in connection with the Project as set forth in the Master Plan. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Agreement.
- e. **Property for Public Streets and Public Improvements.** Developer shall dedicate and/or transfer or convey all public streets, public rights-of-way and all necessary sewer and water utilities within the Real Estate, as depicted in the Master Plan, as finalized, to the City at no cost to the City.
- f. **Master Plan.** Prior to obtaining any building or other permits and/or commencing any construction or development on the Real Estate, Developer shall submit a Master Plan setting forth all the details of construction and development to the City Plan Commission for their review and approval. Said Master Plan shall conform in all material respects to the provisions of this Agreement, all applicable federal, state and local laws, ordinances, rules and regulations and shall include preliminary and final building, site and operational Plans and Specifications, including, without limitation: (1) building plans and specifications; (2) architectural plans, renderings and specifications; (3) building material plans and specifications; (4) preliminary and final site plans; (5) landscaping plans; (6) stormwater and erosion control plans; (7) lighting plans; (8) traffic and circulation plans for pedestrians, bicyclists, transit riders, truck and delivery vehicles, and automobiles; (9) signage plans and specifications; (10) water and sewer plans; and (11) any other preliminary or final plans, specifications or other requirements as determined by the City Planner.

2.3. Local Subcontractors. It is agreed by Developer that Developer shall engage local subcontractors, workers as well as local suppliers for material. The term subcontractor is as defined in Section 66.0901(1)(d), Wis. Stat. The word, "local," shall mean that the subcontractors and suppliers of material have their principal place of business within the City of La Crosse or within a seventy-five (75) mile radius of the City of La Crosse, Wisconsin. The Developer further agrees to provide to the City Engineer a list of all subcontractors and it further agrees that eighty percent (80%) of all work performed by subcontractors for construction shall be performed by subcontractors located within the City or seventy-five (75) miles of the City of La Crosse. In determining whether the eighty percent (80%) threshold has been met, the parties shall measure based upon the dollar values of said work. If Developer does not meet this requirement, it may request a waiver from the City Engineer providing reasons for the request of the same. This Section does not apply to fixtures, furnishings and equipment.

2.4. Compliance with Planning and Zoning; Use. Developer, at its own expense, shall obtain all approvals, permits and licenses as may be required by any governmental or non-governmental entity in connection with the Project. Any conditions imposed on Developer to obtain any approval, permit or license must be acceptable to the City. Developer will not initiate, approve, consent to or participate in any change or modification of the zoning in effect for the Real Estate or any portion thereof, without the City's prior written consent. No property within the Real Estate shall be used for any use other than as set forth in the Master Plan and this Agreement and as approved by the City, including any conditions attendant with such approval, unless such use is further approved by the City under its normal zoning, review and approval procedures.

2.5. Maintenance and Repair. Developer agrees that at all times after construction of the Project, it will keep and maintain the Real Estate and the Project in good condition and repair.

2.6. Taxes. It is understood that the land, improvements and personal property resulting from the Project shall be subject to property taxes. Developer shall pay before delinquent all federal, state and local taxes in connection with the Real Estate and all operating expenses in connection with the Real Estate and Project.

- a. Annual PILOT.** In the event that some or all of the Real Estate or personal property is or becomes exempt from general property taxes under Chapter 70, Wis. Stat., as amended or superseded, or by any other statute, provision or reason, then Developer shall make an annual payment to the City in lieu of taxes ("Annual PILOT") for the services, improvements or facilities furnished to the Real Estate by the City and other taxing jurisdictions. The amount of the Annual PILOT shall be computed and determined by the City Assessor by multiplying the fair market value (using tax assessment definitions, rules and procedures) of the tax exempt portion of such property by the total tax rate of all taxing jurisdictions as shown on tax bills issued to taxpayers in the City. Developer or the then current owner of the tax exempt property, its successors or assigns shall pay the Annual PILOT on the same dates as the taxes would be due if taxable. Developer shall have the right to appeal the determination of the City Assessor to the City Council. Any appeal shall specifically state the reasons, in writing, why the amount due as provided by the City Assessor is in error. The parties agree that the Annual PILOT shall survive for a period of twenty (20) years or the life of the TID #11, whichever is longer. Notwithstanding, the Developer or its successors shall not be responsible for any Annual PILOT resulting from the Real Estate or a portion thereof becoming tax exempt due to the use of eminent domain by the United States or some other governmental entity.
- b. Guarantee.** As an additional inducement and in consideration for the City entering into this Agreement, Developer guarantees faithful performance and compliance with all the terms, covenants, conditions and obligations to be kept and performed by Developer contained in this Agreement, including, without limitation, the obligation that the Project shall have an assessed value of not less than seven million dollars (\$7,000,000.00) beginning in tax year 2016 and for a period of twenty (20) years or the life of TID #11, whichever is longer. Developer agrees that the taxes due on any shortfall (Shortfall Guaranty) in this minimum assessed value on the Project shall remain a lien on the Real Estate and shall run with the land for a period of twenty (20) years or the life of TID #11, whichever is longer.
- c. Deficiency PILOT.** In the event the assessed value of the Project is less than seven million dollars (\$7,000,000.00) as of January 1, 2016 or for any tax year thereafter for a period of twenty (20) years or the life of TID #11, whichever is longer, then the Developer or the then current owner, or its successors or assigns agrees to pay a Deficiency PILOT to the City within sixty (60) days of receipt. Said Deficiency PILOT shall be calculated by first determining the difference between the guaranteed assessed value of the Project as provided in Section 2.6(b) of this Agreement less the actual assessed value of the Project for the tax year at issue, and multiplying said difference by the total tax rate of all taxing jurisdictions as shown on tax bills issued to taxpayers in the City. This requirement shall be a lien running with the land for a period of twenty (20) years or the life of TID #11, whichever is longer.
- d. Special Charge.** In the event there is a lack of compliance for payment of the Annual PILOT, Deficiency PILOT or Shortfall Guaranty, then the City, in addition to any other remedy available at law or in equity, may levy a special charge or assessment under Section 66.0627, Wis. Stat., prior to any first mortgage lien on the property for the delinquent amount as calculated herein to enable the City to enforce performance of the

Developer's obligations. The owners of the Real Estate and their successors and assigns further agree that they waive any objection to the City making said special charge or assessment; however, they still retain their right to object to the accuracy and amount of the special charge or assessment.

2.7. Transfer or Sale of Real Estate.

- a. **Notice of Intent to Transfer.** No property within the Real Estate may be sold, transferred, or otherwise conveyed unless the Developer first provides to the City written notice of intent to transfer the property at least forty-five (45) days before the sale, transfer or conveyance is to occur. This Section shall not apply to nor restrict a transfer to Developer's financing entity, e.g. placing a mortgage on the Real Estate.
- b. **No Transfer to Exempt Entities.** No property within the Real Estate may be sold, transferred or conveyed to, or leased or owned by any entity or used in any manner which would render any part of the Real Estate exempt from property taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement satisfactory to the City Attorney and Economic Development Commission providing for payments in lieu of taxes to the City.
- c. **Assignees and Transferees Bound by Agreement.** Any assignee or purchaser or transferee of any portion of the Real Estate shall be bound by the terms and conditions of this Agreement, which shall run with the land and be binding upon all such assignees, purchasers and transferees. The Developer shall not sell or transfer any portion of the Real Estate to any entity unless and until the Developer has provided the City with written evidence satisfactory to the City Attorney that such assignee or entity has agreed in writing to be bound by the terms of this Agreement. Any such sale, transfer or conveyance of any portions of the Real Estate shall not relieve the Developer of its obligations hereunder.
- d. **Subdivision.** Property within the Real Estate shall not be further subdivided without approval of the City.
- e. **Contemplated Transfers.** City is aware that the proposed development of the Real Estate may involve New Markets Tax Credits, Historic Tax Credits and other structures that will result in technical transfers of ownership, master leasing or creation of mortgages and liens on the Real Estate. Developer understands that City needs to have a financially capable party remain responsible for the obligations of the Developer hereunder. Therefore, as long as Developer remains liable under this Agreement and Guarantor remains liable under the Guaranty, Developer may transfer interests in the Real Estate to entities affiliated with Developer and Guarantor, with notice to the City but without requiring consent of the City.

2.8. Easements. Developer shall grant the City or any public utility such easements as reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other need necessary to effectuate development of the Real Estate in accordance with the Master Plan at no cost to the City.

2.9. Insurance. For a period of twenty (20) years or the life of TID #11, whichever is longer, Developer shall maintain, and shall require that any purchasers or transferees of any portion of the Real Estate maintain, insurance in such amounts and against such risks both generally and specifically with respect to the Real Estate, as are customarily insured against in developments of like size, kind and character, including customary builders risk

insurance during construction and customary casualty, property and liability insurance, with deductibles in accordance with reasonable industry practice. Notwithstanding, Developer shall carry casualty insurance for the Project at not less than the replacement value and further agrees and covenants to apply, and to require any purchasers or transferees of any portion of the Real Estate to apply, any and all insurance proceeds to rebuild the Project, maintain the Project and Real Estate and to name the City as an additional insured to the extent of coverage in those policies to insure payment of taxes, the Annual PILOT, the Deficiency PILOT and the Shortfall Guaranty. Developer shall provide to the City certificates of all such insurance.

2.10. Indemnity. Developer shall indemnify and hold harmless the City, its officers, employees and authorized representatives, ("Indemnified Party"), from and against any and all liabilities, including, without limitation, remediation required by any federal or state agency having jurisdiction, losses, damages, costs, and expenses, including reasonable attorney fees and costs, arising out of any third-party claims, causes of action, or demands made against or suffered by the Indemnified Party on account of this Agreement, unless such claims, causes of action, or demands: (a) relate to the Indemnified Party failing to perform its obligations to Developer; or (b) arise out of any willful misconduct of the Indemnified Party. At the Indemnified Party's request, Developer shall appear for and defend the Indemnified Party, at Developer's expense, in any action or proceeding to which the Indemnified Party may be made a party by reason of any of the foregoing.

2.11. Utilities.

- a. **Other Utilities.** Developer shall be responsible for, pay for and cause electrical power, telephone facilities, cable TV lines, and natural gas facilities to be installed in such a manner as to make proper and adequate service available to each building on the Master Plan. Plans indicating the proposed location of each such utility to service the Project shall be shown on the Master Plan and construction plans to be provided to the City Plan Commission for approval prior to the installation of the utility.
- b. **Water and Sewer.** Developer shall be solely responsible for and shall pay all costs of connecting water and sewer service from the public streets, alley, right of way, or other approved infrastructure to the buildings within the Real Estate.

2.12. Restrictions. Developer agrees to neither use nor allow a third-party to use the Real Estate for adult entertainment, pawnshops, mini-warehouses, car title loan business, payday lenders, tattoo parlors, and/or off-premise signs for a period of twenty (20) years or the life of TID #11, whichever is longer. Payday lenders and car title loan business shall exclude banks and credit unions.

2.13. Record Retention. Developer understands and acknowledges that the City is subject to the Public Records Law of the State of Wisconsin. As such, Developer agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years. Likewise, Developer agrees to assist the City in complying with any public records request that it receives pertaining to this Agreement. Additionally, Developer agrees to indemnify and hold the City, its officers, employees and authorized representatives harmless for any liability, including without limitation, reasonable attorney fees relating to or in any way arising from Developer's actions or omissions which contribute to the Indemnified Party's inability to comply with the Public Records Law. In the event Developer decides not to retain its records for a period of seven (7) years, then it shall provide written notice to the City whereupon the City shall take custody of said records assuming such records are not already maintained by the City. This provision shall survive termination of this Agreement.

2.14. Repair and/or Replacement of Infrastructure. Developer shall repair and/or replace any damaged City infrastructure or other City property that may occur as a result of the Project, including, without limitation, sidewalks, landscaping, asphalt and light poles. Said repair and/or replacement shall be to the satisfaction of the Board of Public Works.

2.15. Job Creation. Developer shall create fifteen (15) New Full-time Equivalent Jobs within the City limits within one (1) year of the Signature Date. The New Full-time Equivalent Jobs shall be maintained for a period of ten (10) years after creation of the fifteenth (15th) Job. The average salary (excluding benefits) of the fifteen (15) Jobs created under this Agreement shall meet the class II wage scale (currently established at \$17.48 per hour). The average salary shall be calculated for each calendar year. The class II wage scale is subject to change as calculated by the City of La Crosse and as identified in the attached **Exhibit I**.

Developer shall report, certify and submit to the City an annual certification of its job creation, maintenance and retention requirements under this Agreement. Each annual certification shall report information for one (1) calendar year and must be received by the City by the close of regular business hours on June 15 of the year subsequent to said calendar year to be reported. Any report, certification or submission under this section shall be in a form and format acceptable to the City. The City, or its agent, shall have the right to inspect, verify and audit, at no cost, any certification, report or submission upon reasonable notice to Developer. The City shall hire a third-party auditor to perform said inspections, verification and audit for the City on an annual basis. It is further agreed that the fifteen (15) New Full-time Equivalent Jobs to be created and maintained shall command wages equal to or greater than the living wage as referenced in the Second Amended Resolution of the Common Council attached as **Exhibit C**.

ARTICLE III

CITY OBLIGATIONS

3.1. Cash Grants Based on Project. Developer has requested and the City may be required to make Contributions to Developer up to an aggregate maximum seven hundred and fifty thousand dollars (\$750,000.00), more specifically,

- a. **Cash Grant Based on Improvements.** Developer agrees to advance funds for project costs, which the City shall reimburse through Contributions under the terms of this Agreement. The Developer has requested a cash grant from TID #11 of up to an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00), subject to change based on the provisions of this Agreement, with funds to be made available upon verification of the Tax Increment increase as defined herein. The City shall disburse its Contribution as required by its Monetary Obligation to Developer in accordance with this Agreement.
- b. **Default Schedule without WEDC Funding.** If WEDC fails to provide any grant funding to the Developer, then Developer shall receive up to one hundred fifty thousand dollars (\$150,000.00) per year for tax years 2016-2020 in accordance with Section 1.3(h)(1)(b) of this Agreement.
- c. **Alternate Scenario with WEDC Funding.** If WEDC provides any grant funding to Developer, then Developer shall receive up to seventy-five thousand dollars (\$75,000.00) per year for tax years 2016 through 2025 in accordance with Section 1.3(h)(3)(b) this Agreement.
- d. **Illustrative Example.** Illustrative examples of the payment of cash grants are attached as **Exhibit G**.

3.2. Certificate of Completion. Upon completion of the improvements by the Developer and review of the improvements by the City, the City shall provide the Developer, upon request, with an appropriate recordable

instrument certifying that the improvements have been made in accordance with this Agreement and the project plans for said area and any amendment or modifications thereto. This certificate will provide evidence of the satisfaction of the condition in Section 1.3(h)(3)(c) and (d) of this Agreement.

3.3. Assistance with Zoning Changes. If necessary, the City Planning Department shall initiate the process in accordance with the City's zoning code to attempt to provide appropriate zoning for the property being developed by Developer so that the zoning for the development is in accordance with the City's comprehensive plan for the area.

3.4. City Performance Subject to Required Government Approvals. The Developer acknowledges that various of the specific undertakings of the City described in this Article III may require approvals from the City Council (and other City bodies) and other public bodies, some of which approvals may require public hearings and other legal proceedings as conditions precedent thereto. The City's agreements under this Article III are conditioned upon the obtaining of all such approvals in the manner required by law. The City cannot assure that all such approvals will be obtained; however, it agrees to use good faith efforts to obtain them on a timely basis. Upon request, the City shall provide a certificate to Developer when these approvals have been obtained, in order to evidence satisfaction with this condition.

3.5. Subsequent Phases. Any subsequent development of the Real Estate will be addressed in a separate development agreement.

ARTICLE IV

CONDITIONS PRECEDENT TO CITY OBLIGATIONS

The City's obligations under this Agreement are conditioned upon the provisions contained herein. If all conditions contained in this Article are satisfied, or if the City waives in writing said conditions, on or before December 31, 2015, then the conditions shall be deemed satisfied. Upon request, the City will provide a certificate of the satisfaction or waiver of these conditions when they are satisfied. Otherwise, the City, at its option, in its absolute and sole discretion, may at any time thereafter terminate this Agreement by giving notice in writing thereof to Developer. In such event, this Agreement shall be terminated and no party shall have any further liability or obligation to the other hereunder. All submissions given by Developer to the City to satisfy the conditions contained in this Article must be satisfactory in form and content to the City.

4.1. Existence. Developer shall have provided a certified copy of Developer's formation documents and a good standing certificate issued by the appropriate governmental authority of the state of Developer's incorporation.

4.2. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions, which resolutions shall provide that Developer has been duly authorized to enter into this Agreement and all other agreements, documents and contracts required to be executed in connection with the transactions which are the subject of this Agreement.

4.3. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts. Developer shall not be in material default under the terms of any other agreement or instrument to which Developer is a party or an obligor. Developer shall be in material compliance with all provisions of this Agreement.

4.4. Financing Commitment. Developer shall obtain and provide to the City: (1) a written financial commitment from a conventional lender, (2) written construction contract to construct and finance the Project, (3)

other written proof of financial resources to construct the Project, or (4) any combination thereof. Said documents shall demonstrate sufficient funds for the construction, furnishing, equipping and installation of the Project in an amount not less than twenty-five million dollars (\$25,000,000.00). Said documents shall be acceptable in all respects to City, in the sole and absolute discretion of the Finance Director and Economic Development Commission. Developer shall have closed the loan, or be prepared to close the loan, which is the subject of the financing commitment and in connection therewith, Developer shall have provided copies of the documents to be executed in connection with the construction loan to the City.

4.5. Plans and Specifications. Developer shall have provided the Master Plan, which Master Plan must be acceptable in all respects to the City and shall have been approved by the City Plan Commission with input, if any, from the Board of Public Works.

4.6. Survey. Developer shall provide an ALTA survey of the Real Estate certified to the City by a Wisconsin registered land surveyor, showing the location of all improvements now prior to commencing construction and to be located thereon after said improvements are built pursuant to the Master Plan, all easements, pathways, exterior boundary lines, walkways, private and public streets, adjoining public streets and alleys, utilities, exits and entrances, all curbs, gutters, sidewalks, medians and lighting. The survey must show a state of facts acceptable to the Board of Public Works.

4.7. Insurance. Developer shall have delivered to the City certificates of all insurance required under this Agreement showing the City as a named insured. Said insurance shall not be cancelled, non-renewed nor have any material changes without providing thirty (30) days advanced written notice to the City.

4.8. Amendment of TID #11 and TID Project Plan. The amendment of TID #11 and TID Project Plan shall be approved by the appropriate governmental entities.

4.9. Financial Statements. Developer shall present (but not leave a copy) to the City's Finance Director of the most recent audited financial statements by a certified public accountant for Developer and any successors or assigns or transferees of Developer and each Guarantor. The financial statements must show a financial condition acceptable to the City, in the judgment of the City's Finance Director, to be sufficient to carry out the duties of this Agreement. The financial statements must be in form and content acceptable to the City, in the judgment of the City's Finance Director. In the event the financial statements are in unacceptable form and content, the City's Finance Director may identify alternative financial records for production by Developer. The Developer has already complied with this Section 4.9.

4.10. Acquisition of Real Estate. The Developer shall have acquired fee simple title to the Real Estate no later than December 31, 2014 in accordance with Section 2.1 of this Agreement. If this condition is not met, then this Agreement shall terminate without further action of the City or Developer. Upon such termination of this Agreement, the parties shall have no further rights or obligation to the other hereunder.

4.11. Approvals and Permits. The Developer shall at its expense have obtained all necessary approvals and permits necessary to undertake the Project on the Real Estate, including but not limited to, site plan review, zoning approvals, and any other local, state or federal approvals or permits.

4.12. Compliance with Law. On the date of the Certificate, Developer shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

4.13. Compliance with Agreements. On the date of the Certificate, Developer shall be in material compliance with this Agreement and all other agreements it may have with the City.

ARTICLE V

CONDITIONS PRECEDENT TO DEVELOPER'S OBLIGATIONS

Developer's obligations under this Agreement are conditioned upon the following:

5.1. Acquisition of Real Estate. The Developer shall have acquired fee simple title to the Real Estate no later than December 31, 2014 in accordance with Section 2.1 of this Agreement, and shall have secured all financing needed for Developer to carry out this Project by April 1, 2015. If this condition is not met, then this Agreement shall terminate without further action of the City or Developer. Upon such termination of this Agreement, the parties shall have no further rights or obligation to the other hereunder.

5.2. Amendment of TID #11 and TID Project Plan. The amendment of TID #11 and TID Project Plan shall be approved by the appropriate governmental entities.

ARTICLE VI

REPRESENTATIONS, WARRANTIES AND COVENANTS

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

6.1. Financial Statements / No Material Change. All copies of financial statements, documents, contracts and agreements which Developer has furnished to the City, or its agents are true and correct. There has been no material change in the business operations of Developer since the date of the last financial statement furnished to the City except pursuant to the conduct of its ordinary business.

6.2. Taxes. Developer has paid, and shall pay when due, all federal, state and local taxes, and shall promptly prepare and file returns for accrued taxes. If necessary, Developer shall pay when due all payments in lieu of taxes and special charges required under the terms of this Agreement.

6.3. Compliance with Zoning. Developer covenants that the Real Estate, upon completion of the Project, will conform and comply in all respects with applicable federal, state, local and other laws, rules, regulations and ordinance, including, without limitation, zoning and land division laws, building codes and environmental laws.

6.4. Payment. All work performed and/or materials furnished for the Project, other than the Public Improvements, shall be fully paid for by Developer.

6.5. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

6.6. Good Standing. Developer is a limited liability company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

6.7. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary corporate action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally. The City represents and warrants to Developer that it has the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by City under this Agreement.

6.8. No Conflict. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's Articles of Organization or Operating Agreement or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer.

6.9. No Litigation. There is no litigation or proceeding pending or, to Developer's knowledge, threatened against or affecting Developer or the Project or any guarantor that would adversely affect the Project, Developer or any guarantor or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

6.10. Certification of Costs. Developer covenants the Project Cost Breakdown accurately reflects all costs of the Project (other than costs associated with the Public Improvements, if any) that will be incurred by Developer in the completion and construction of the Project, and the City shall be entitled to rely on the Project Cost Breakdown submitted by Developer for the total costs of the Project. Developer knows of no circumstances presently existing or reasonably likely to occur which would or could result in a material adverse variation or deviation from the Project Cost Breakdown.

6.11. No Default. No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

6.12. Fees and Commissions. The City shall not be liable for any broker fees or commissions incurred by the Developer in connection with any transactions contemplated by this Agreement.

6.13. Financing Accommodation.

- a. **No Assignment.** Developer, its successors, assigns and transferees will not transfer, assign, convey or encumber, nor will Developer, its successors, assigns or transferees agree to or permit the transfer, assignment, conveyance or encumbrance of the Project or any of the Real Estate except as provided in Sections 2.7 and 8.1 of this Agreement; and except as provided therein, the principals, shareholders, members, managers and/or partners of Developer, its successors, assigns and transferees will not transfer, assign, convey or encumber their respective interests in Developer, its successors, assigns or transferees, as the case may be, if such anticipated transfer, assignment, conveyance or encumbrance would result in the original members of the Developer having less than majority voting control of the Developer, without providing written notification thereof to the City at least forty-five (45) days prior to the date the proposed transfer, assignment, conveyance or encumbrance is to take effect. Any attempt to so act shall be void and have no effect.
- b. **No Subordination.** The City shall not subordinate any interest it has in this Agreement for any reason, unless it is determined to be in the best interests of the City. Any requests for

subordination shall be submitted, in writing, explaining why the request is in the best interests of the City. Said request shall be received by the City not less than forty-five (45) days prior to any City Council action on said request. Said subordination may only be approved by the City Council respectively.

- c. **Developer Financing.** Notwithstanding this Section 6.13, Developer may transfer, assign or encumber the Real Estate in order to secure financing for the acquisition of the Real Estate and/or for construction of the Project. Said lender may place a lien and/or mortgage on the Real Estate, including any renewals, extensions, replacements, modifications or refinancing. Lender's mortgage and/or loan may be transferred or assigned by lender in a secondary market without prior City Council approval. In the event of a foreclosure against Developer by lender or a deed transfer in lieu of foreclosure, lender shall assume the duties, obligations and rights of Developer under this Agreement. In such a circumstance, lender may transfer or assign this Agreement and its accompanying duties, obligations and rights, to another developer without prior City Council approval. In any circumstance, lender shall provide reasonable notice to City of such actions. This Section shall survive any foreclosure proceeding.

6.14. Commencement and Completion. Developer shall commence and complete construction of the Project in accordance with Section 2.2 above.

6.15. Compliance with Plans. Developer will cause the Project to be constructed in accordance with the Master Plan and will promptly correct any defects in construction or deviations from the Master Plan.

6.16. No Changes. Developer shall not, without City's prior written consent: (i) consent to any amendments to any documents delivered to City pursuant to this Agreement; (ii) approve any changes in the Project or the Master Plan or permit any work to be done pursuant to any changes; (iii) modify or amend the Project Cost Breakdown.

6.17. Inspection of Project. Developer shall permit City, its inspectors and/or its construction consultant, at all reasonable times and at no cost: (a) to inspect the Project and all matters relating to the development thereof, and (b) on reasonable notice, to inspect all of Developer's books and records pertaining to the Project. City assumes no obligation to Developer for the sufficiency or adequacy of such inspections, it being acknowledged that such inspections are made for the sole and separate benefit of City. The fact that City may make such inspections shall in no way relieve Developer from its duty to independently ascertain that the construction of the Project and Developer's compliance with this Agreement is being completed in accordance with the approved Master Plan and the terms and conditions of this Agreement. Notwithstanding anything contained herein to the contrary, wherever it identifies that the Developer or Guarantor shall provide documents to the City, if such documents are of a sensitive or confidential nature about the finances of the Developer or Guarantor, such documents can be provided to the City's financial consultant, who will then certify to the City that the requirement has been met.

6.18. Notification. Developer shall:

- a. As soon as possible and in any event within five (5) business days after the occurrence of any default, notify City in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Developer with respect thereto.
- b. Promptly notify City of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Developer contained in this Agreement to be untrue.

- c. **Notify City and provide copies, immediately upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Developer or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Developer or any guarantor under any environmental laws, rules, regulations or ordinances or which seeks damages or civil, criminal or punitive penalties from or against Developer or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.**

6.19. Unrelated Activity. It is the intention of Developer and City that the sole business of Developer shall be the construction, ownership and operation of the Project, and Developer shall take no action inconsistent with such intention, including without limitation the acquisition by Developer of real or personal property unrelated to the Project, investment by Developer in the assets or stock of any other person, joining by Developer with any other person in any partnership or joint venture, or the creation or incurring of indebtedness by Developer unrelated to the Project, except to the extent required for the financing of the Project.

6.20. No Indebtedness. Except in the ordinary course of business and except for funds borrowed to provide the financing for the purchase of the Real Estate or the construction of the Project, or required for such financing, Developer shall not incur, create, assume, permit to exist, guarantee, endorse or otherwise become directly or indirectly or contingently responsible or liable for any indebtedness. "Indebtedness" shall mean any liability or obligation of Developer: (a) for borrowed money or for the deferred purchase price of property or services (excluding trade obligations incurred in the ordinary course of business); (b) as lessee under leases that have been or should be capitalized according to generally accepted accounting principles; (c) evidenced by notes, bonds, debentures or similar obligations; (d) under any guaranty or endorsement (other than in connection with the deposit and collection of checks in the ordinary course of business), and other contingent obligations to purchase, provide funds for payment, supply funds to invest in any entity, or otherwise assure a creditor against loss; or (e) secured by any security interest or lien on assets of Developer, whether or not the obligations secured have been assumed by Developer.

6.21. Correction of Defects. Developer shall, upon demand of City (and City may rely on the advice of its inspector and shall not be liable for any errors in such advice), correct any material defect, structural or otherwise, in the Project or any departure from the Master Plan.

6.22. Not for Speculation. Developer represents and warrants that its acquisition of the Real Estate and its undertakings pursuant to this Agreement shall be for the sole and express purpose of the redevelopment of the Real Estate consistent with the Master Plan and the terms and conditions of this Agreement and are not for the speculation in land holdings.

ARTICLE VII

DEFAULT

7.1 Developer's Default.

- a. **Remedies.** In the event (i) any representation or warranty of Developer herein or in any agreement or certificate delivered pursuant hereto shall prove to have been false in any material respect when made or (ii) of Developer's default hereunder which is not cured within sixty (60) days after written notice thereof to Developer, the City shall have all rights

and remedies available under law or equity with respect to said default. In addition, and without limitation, the City shall have the following specific rights and remedies:

- (1) With respect to matters that are capable of being corrected by the City, the City may at its option enter upon the Real Estate for the purpose of correcting the default and the City's reasonable costs in correcting same, plus interest at one and one-half percent (1.5%) per month, shall be paid by Developer to the City immediately upon demand;
- (2) Injunctive relief;
- (3) Action for specific performance;
- (4) Action for money damages;
- (5) Repayment by Developer of any incentives and damages via special assessment or special charge under Section 66.0627, Wis. Stat., prior to any first mortgage lien on the property. The owners of the Real Estate and their successors and assigns further agree that they waive any objection to the City making said special charge or assessment; however, they still retain their right to object to the accuracy of the amount of the special charge or assessment; and

- b. **Reimbursement.** Any amounts expended by the City in enforcing this Agreement and the obligations of Developer hereunder, including reasonable attorney's fees, and any amounts expended by the City in curing a default on behalf of Developer, together with interest at one and one-half percent (1.5%) per month, shall be paid by Developer to the City upon demand and shall constitute a lien against the Real Estate until such amounts are reimbursed or paid to the City, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.
- c. **Remedies are Cumulative.** All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.
- d. **Failure to Enforce Not a Waiver.** Failure of the City to enforce any provision contained herein shall not be deemed a waiver of the City's rights to enforce such provision or any other provision in the event of a subsequent default.
- e. **TIF Default.** This is a Developer "pay as you go" Agreement, which does not require the City to incur financial obligations to build any part of the Project in advance, and which only allows the Monetary Obligation to be paid to Developer after the taxes which are the source of those funds have been paid by Developer. This Agreement contains many obligations which can easily be remedied by less drastic means than the cancellation of this Agreement or the termination of the City's obligation to make the Monetary Obligations. Even the facts which are the subject of the warranty may be curable with notice and adequate opportunity to cure. Therefore, notwithstanding anything to the contrary contained herein, City shall give written notice to Developer and Guarantor of any default hereunder, and Developer shall have the opportunity to cure such a default within sixty (60) days, and termination of this Agreement, or termination of or withholding of the City's obligation to pay the Monetary Obligation may only be used for a TIF Default, defined as: a) the failure of the Developer to make an Annual PILOT payment within 30 days after its due date; b) the failure of the Developer to make a payment under the Shortfall Guaranty, (which arises if the final Project does not have the guaranteed

assessed value); c) the failure of Developer to pay the real estate taxes before delinquent; d) the failure of Developer to pay the Deficiency PILOT; or e) the failure of Developer to create and maintain Jobs as provided in this Agreement. The term, "when due" in this Agreement shall include payment under any allowed installment payment.

7.2 City's Default.

- a. **Remedies.** In the event of the City's default hereunder which is not cured within sixty (60) days after written notice thereof to the City, Developer shall have all rights and remedies available under law or equity with respect to said default. In addition, and without limitation, Developer shall have the following specific rights and remedies:
 - (1) Injunctive relief;
 - (2) Action for specific performance; and
 - (3) Action for money damages.
- b. **Remedies are Cumulative.** All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.
- c. **Failure to Enforce Not a Waiver.** Failure of Developer to enforce any provision contained herein shall not be deemed a waiver of Developer's rights to enforce such provision or any other provision in the event of a subsequent default.

7.3 Mediation of Disputes Required. Unless the parties agree otherwise, prior to litigation and as a condition precedent to bringing litigation, any party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The parties shall split the costs of mediation equally. In the event of impasse at mediation, the aggrieved party may then commence an action. However, the parties shall be bound to agree to alternative dispute resolution as ordered by the Court.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1. Assignment. Except as provided in Sections 2.7 and 6.13, Developer may not assign its rights or obligations under this Agreement without the prior written consent of the City. Developer shall provide not less than forty-five (45) days advance written notice of any intended assignment.

8.2. Nondiscrimination. In the performance of work under this Agreement, Developer agrees not to discriminate against any employee or applicant for employment nor shall the development or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry and that the construction and operation of the Project shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

8.3. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City, have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

8.4. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause; provided however that any such event of Force Majeure shall not be the basis of a delay of more than ninety (90) days.

8.5. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties, and indemnifications contained herein shall survive the termination or expiration of this Agreement.

8.6. Implementation Schedule and Time of the Essence. All phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of the City. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum ninety (90) days. The Economic Development Commission shall otherwise oversee the day-to-day operations of this Agreement.

8.7. Notices. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: (a) when personally delivered; (b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or (c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

- To the City: Attn: City Clerk
 City of La Crosse
 400 La Crosse Street
 La Crosse, Wisconsin 54601

- with a copy to: Attn: City Attorney
 City of La Crosse
 400 La Crosse Street
 La Crosse, Wisconsin 54601

- To the Developer: Attn: Mark Hammond
 102 Jay Street, Suite 400
 La Crosse, Wisconsin 54601

- with a copy to: Attn: Nancy Haggerty
 Michael, Best & Friedrich, LLP
 100 E. Wisconsin Ave., Suite 3300
 Milwaukee, WI 53202

8.8. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin and shall be deemed to have been drafted through the combined efforts of parties of equal bargaining strength. Any action at law or in equity relating to this Agreement shall be instituted exclusively in the courts of the State of Wisconsin and venued in La Crosse County. Each party waives its right to change venue.

8.9. Conflict of Interest. Developer shall avoid all conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. Developer is familiar with the City's prohibition against the acceptance of any gift by a City officer or designated employee, which prohibition is found in Section 2-133 of the City of La Crosse Municipal Code. Developer agrees not to offer any City officer or designated employee any gift prohibited by said Code. The offer or giving of any prohibited gift shall constitute a material breach of this Agreement by Developer. In addition to any other remedies the City may have in law or equity, the City may immediately terminate this Agreement for such breach. No member, officer or employee of the City shall have any personal financial interest, direct or indirect, in this Agreement, nor shall any such member, officer or employee participate in any decision relating to this Agreement.

8.10. Execution in Counterparts. This Agreement may be executed in several counterparts, each which may be deemed an original, and all of such counterparts together shall constitute one and the same agreement.

8.11. Disclaimer Relationships. Developer acknowledges and agrees that nothing contained in this Agreement or any contract between Developer and the City or any act by the City or any third parties shall be deemed or construed by any of the parties or by third persons to create any relationship or third party beneficiary, principal or agent limited or general partnership or joint venture or of any association or relationship involving the City. It is understood and agreed that Developer, in the performance of the work and services of these Project shall not act as an agent or employee of the City and neither the Developer nor its officers, employees, agents, licensees, sublicensees, subcontractors shall obtain any rights to retirement benefits or the benefits which accrue to the City's employees and Developer hereby expressly waives any claim it may have to any such rights. Each party shall be responsible for its own separate debts, obligations and other liabilities.

8.12. Severability. Should any part, term, portion or provision of this Agreement or the application thereof to any person or circumstance be in conflict with any state or federal law or otherwise be rendered unenforceable, it shall be deemed severable and shall not affect the remaining provisions, provided that such remaining provisions can be construed in substance to continue to constitute the agreement that the parties intended to enter into in the first instance.

8.13. Termination. Except for Sections 2.10 (Indemnity), 2.6(a) (Annual PILOT), 2.13 (Record Retention) and 8.5 (Survival), which shall survive the termination of this Agreement, this Agreement and all obligations hereunder, shall terminate after twenty (20) years or the life of TID #11, whichever is longer. This Agreement may also be terminated as provided in Article IV (Conditions Precedent to City), Article V (Conditions Precedent to Developer Obligations) and Section 8.9 (Conflict of Interest) hereof with no terms surviving.

8.14. Memorandum of Agreement. Promptly upon its acquisition of the Real Estate and prior to the recording of any mortgage or other security instrument against any portion of the Real Estate, the Developer agrees that the City may record this Agreement, or a memorandum thereof, with the Register of Deeds for La Crosse County, Wisconsin. Any such memorandum shall be in form and substance reasonably acceptable to the City and the Developer.

8.15. Covenants Running with Land. All of the covenants, obligations and promises of Developer set forth herein shall be deemed to encumber the Development and run with the land described in **Exhibit A** and shall bind any successor, assignee or transferee of Developer until such time as this Agreement is terminated.

8.16. Amendments. No agreement or understanding changing, modifying or extending this Agreement shall be binding upon either party unless in writing, approved and executed by the City and Developer.

8.17. Time Computation. Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or

national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday, or state or national holiday.

8.18. JURY TRIAL. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL ON ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE OTHER PARTY.

8.19. Construction. This Contract shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. The headings, table of contents and captions contained in the Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the contest may require. In the event that any of the provisions, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected.

8.20. Incorporation of Proceedings and Exhibits. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City, including but not limited to adopted or approved plans or specifications on file with the City and further including but not limited to all exhibits as referenced herein, are incorporated by reference herein and are deemed to be the contractual obligation of Developer whether or not herein enumerated, but only to the extent identified in Section 8.21 below.

8.21. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City, granting approvals or conditions attendant with such approval, the specific action of the City shall be deemed controlling.

8.22. Execution of Agreement. Developer shall sign, execute and deliver this Agreement to the City on or before the close of regular City Hall business hours forty-five (45) days after its final adoption by the City, whichever occurs later. Developer's failure to sign, execute and cause this Agreement to be received by the City within said time period shall render the Agreement null and void, unless otherwise authorized by the City. After Developer has signed, executed and delivered the Agreement, the City shall sign and execute the Agreement. The final signature date of the City shall be the signature date of Agreement ("Signature Date").

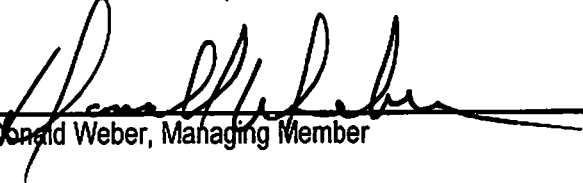
IN WITNESS HEREOF, the parties have executed and delivered this Agreement effective the date set forth next to the City's signature below.

Dated this ___ day of ___, 2014

Dated this 5th day of Jan, 2015

The Charmant Hotel, LLC

City of La Crosse




Donald Weber, Managing Member



Timothy Kabat, Mayor


_____, _____



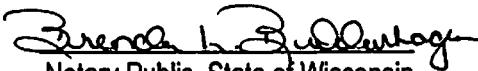
Teri Lehrke, City Clerk

Subscribed and sworn to before me this
22 day of Dec., 2014.

Subscribed and sworn to before me this
5th day of Jan, 2015.

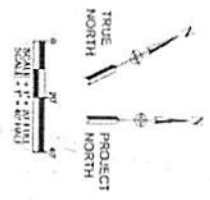


Notary Public, State of Wisconsin
My Commission: Permanant



Notary Public, State of Wisconsin
My Commission: 11-2-18

This Document Was Drafted By:
Stephen F. Mally, City Attorney
City of La Crosse
400 La Crosse Street
La Crosse, Wisconsin 54601
608.789.7511



FRONT STREET SOUTH

FRONT STREET NORTH

VALET

PROPOSED BUILDING
EXTERIOR

SEE LANDSCAPE SHEETS
FOR DESIGN OF SAND AND A

TRANSITION FOR ACCESS
TO MONUMENTIVE

FIBERGLASS AND STEEL
ELECTRICAL BOXES

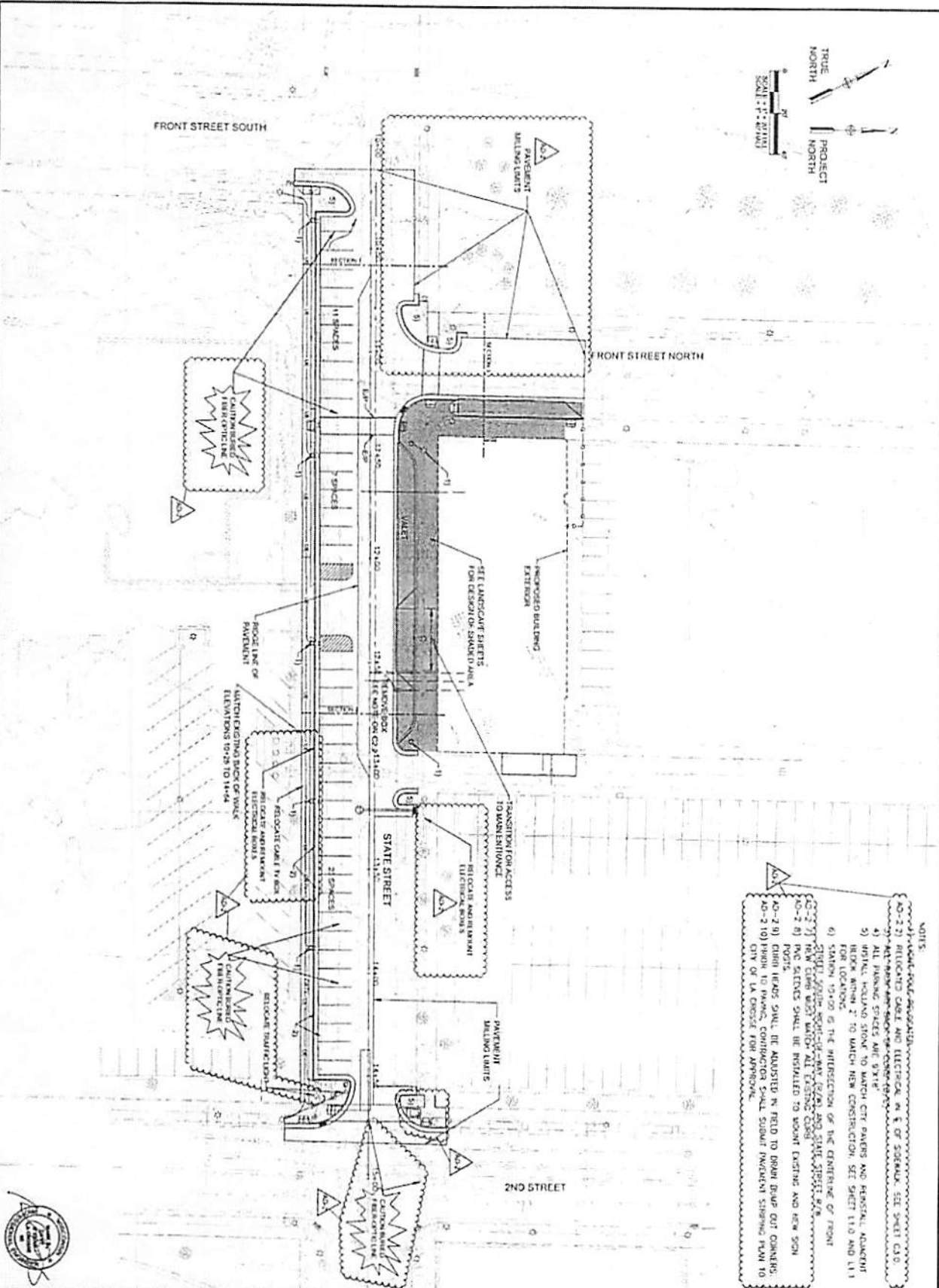
STATE STREET

PAVEMENT
BUILDING LIMITS

2ND STREET



- NOTES:
- NO-2-7) RELOCATED CABLE AND ELECTRICAL IN E OF SIDEWALK SEE SHEET C3.0
 - NO-2-8) RELOCATED CABLE AND ELECTRICAL IN E OF SIDEWALK SEE SHEET C3.0
 - NO-2-9) ALL PARKING SPACES ARE 9'X12'
 - NO-2-10) RELOCATE HOVLAND STAKE TO MATCH CITY PAPERS AND REINSTALL ANCHOR PER PERMITS.
 - NO-2-11) RELOCATE HOVLAND STAKE TO MATCH NEW CONSTRUCTION. SEE SHEET L1.0 AND L1.1
 - NO-2-12) STATION 19+00 IS THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND STATE STREET.
 - NO-2-13) NEW CABLE MUST BE INSTALLED TO MATCH EXISTING AND NEW SIGN POSTS.
 - NO-2-14) CHAIN HEADS SHALL BE ADJUSTED IN FIELD TO DRAW DRUM OUT CONDUITS.
 - NO-2-15) HUBBARD TO HAVING CONTRIBUTION SHALL SUBMIT PAVEMENT SHERING PLAN TO CITY OF LA CROSS FOR APPROVAL.



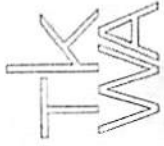
TKA
THE CHARMANT

PROJECT NO.	13-001
DRAWING NO.	13-001-01
DATE	07/25/13
DESIGN/CONSTRUCTION SERVICES	TRUCKEE
DRAWING DATE/REVISION	07/25/13
APPROVED BY	[Signature]
DATE	07/25/13
CLIENT	TRUCKEE
PROJECT ADDRESS	1300 STATE STREET, SUITE 100, TRUCKEE, NV
PROJECT NAME	TRUCKEE
PROJECT LOCATION	TRUCKEE, NV
PROJECT OWNER	TRUCKEE
PROJECT CONTACT	TRUCKEE
PROJECT PHONE	TRUCKEE
PROJECT FAX	TRUCKEE
PROJECT EMAIL	TRUCKEE
PROJECT WEBSITE	TRUCKEE
PROJECT ADDRESS	TRUCKEE
PROJECT CITY	TRUCKEE
PROJECT STATE	TRUCKEE
PROJECT ZIP	TRUCKEE
PROJECT COUNTY	TRUCKEE
PROJECT DISTRICT	TRUCKEE
PROJECT ZONE	TRUCKEE
PROJECT SUBZONE	TRUCKEE
PROJECT MAP SHEET	TRUCKEE
PROJECT MAP SCALE	TRUCKEE
PROJECT MAP DATE	TRUCKEE
PROJECT MAP BY	TRUCKEE
PROJECT MAP CHECKED BY	TRUCKEE
PROJECT MAP APPROVED BY	TRUCKEE
PROJECT MAP DATE	TRUCKEE
PROJECT MAP SCALE	TRUCKEE
PROJECT MAP SHEET	TRUCKEE
PROJECT MAP BY	TRUCKEE
PROJECT MAP CHECKED BY	TRUCKEE
PROJECT MAP APPROVED BY	TRUCKEE
PROJECT MAP DATE	TRUCKEE
PROJECT MAP SCALE	TRUCKEE

Overall Project No. 13-001
Date: 07/25/13
Sheet: 13-001-01

EXHIBIT

A



TKA TWA
 2000 North 1st Street, Suite 200
 Cary, NC 27513
 Phone: 919.487.1111
 Fax: 919.487.1112

THE CHARMANT

100 North Street
 Raleigh, NC 27601

WILBUR HOLDINGS
 100 North Street
 Raleigh, NC 27601

CO SMITH CONSTRUCTION SERVICES
 100 North Street
 Raleigh, NC 27601

SMEGONE DEARY DESIGN GROUP
 100 North Street
 Raleigh, NC 27601

ARNOLD & FISHERMAN, INC.
 100 North Street
 Raleigh, NC 27601

EMERY ENGINEERING CO.
 100 North Street
 Raleigh, NC 27601

THE MATHER GROUP
 100 North Street
 Raleigh, NC 27601

MFP ASSOCIATES, LLC
 100 North Street
 Raleigh, NC 27601

SHINER & ASSOCIATES, INC.
 100 North Street
 Raleigh, NC 27601

REX STEFF DESIGN
 100 North Street
 Raleigh, NC 27601

R. A. SMITH MATERIAL, INC.
 100 North Street
 Raleigh, NC 27601

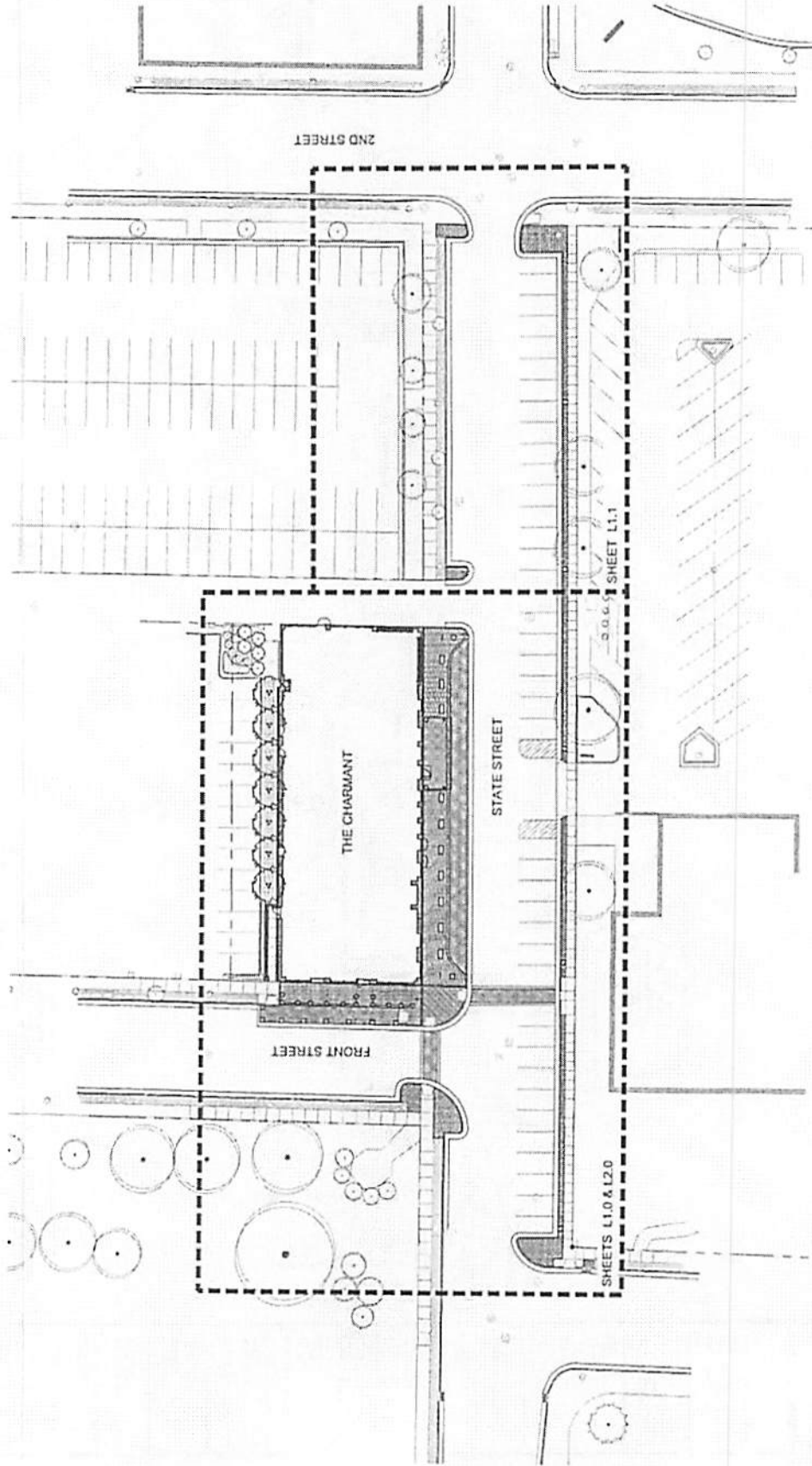
DATE: July 30, 2014
PROJECT: THE CHARMANT
SCALE: 1:1

Overall Landscape Plan

L0.0

GRAPHIC SCALE
 0 10 20 40

NORTH



DIGITALS & HOTLINE
 100 North 1st Street, Suite 200
 Cary, NC 27513
 Phone: 919.487.1111
 Fax: 919.487.1112

OVERALL LANDSCAPE PLAN

Legal Description

Reference to any acreage, boundary and orientation of corner...
 The portion of the quarter section of Lot 8, Block 8, and...
 of the City of La Crosse, Wisconsin, containing...
 approximately 1.25 acres, more or less, and...
 bounded as follows: North by the City of La Crosse...
 East by the City of La Crosse...
 South by the City of La Crosse...
 West by the City of La Crosse...
 and containing the same as shown on the...
 plat of the City of La Crosse, Wisconsin, and...
 as shown on the plat of the City of La Crosse...

20 Foot No Build Easement

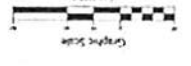
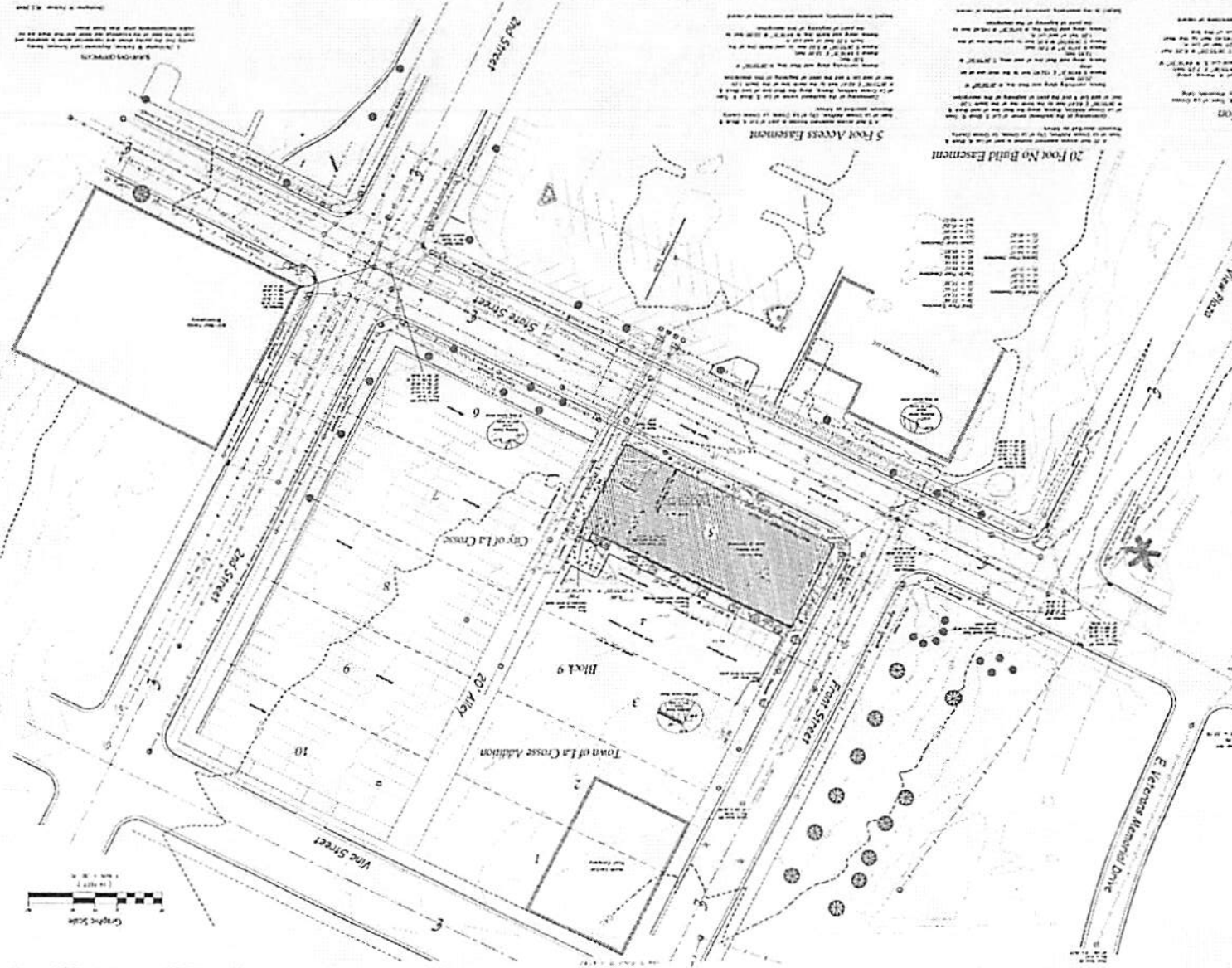
The portion of the quarter section of Lot 8, Block 8, and...
 of the City of La Crosse, Wisconsin, containing...
 approximately 1.25 acres, more or less, and...
 bounded as follows: North by the City of La Crosse...
 East by the City of La Crosse...
 South by the City of La Crosse...
 West by the City of La Crosse...
 and containing the same as shown on the...
 plat of the City of La Crosse, Wisconsin, and...
 as shown on the plat of the City of La Crosse...

5 Foot Access Easement

The portion of the quarter section of Lot 8, Block 8, and...
 of the City of La Crosse, Wisconsin, containing...
 approximately 1.25 acres, more or less, and...
 bounded as follows: North by the City of La Crosse...
 East by the City of La Crosse...
 South by the City of La Crosse...
 West by the City of La Crosse...
 and containing the same as shown on the...
 plat of the City of La Crosse, Wisconsin, and...
 as shown on the plat of the City of La Crosse...

Area	Area	Area	Area	Area
1	2	3	4	5
6	7	8	9	10

- 1. 20' No-Build Easement
- 2. 5' Access Easement
- 3. Easement
- 4. Easement
- 5. Easement
- 6. Easement
- 7. Easement
- 8. Easement
- 9. Easement
- 10. Easement
- 11. Easement
- 12. Easement
- 13. Easement
- 14. Easement
- 15. Easement
- 16. Easement
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- 21. Easement
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- 35. Easement
- 36. Easement
- 37. Easement
- 38. Easement
- 39. Easement
- 40. Easement
- 41. Easement
- 42. Easement
- 43. Easement
- 44. Easement
- 45. Easement
- 46. Easement
- 47. Easement
- 48. Easement
- 49. Easement
- 50. Easement



Ross Acquisition LLC

All of the above parcels are...
 City of La Crosse, Wisconsin...
 181 5th Street...
 SHEET 1 OF 1

The Funke Candy Company Building

**C.R. Coulee Region
 L.S. Land Surveyors**

417 7th Street, P.O. Box 184
 La Crosse, Wisconsin 54601
 Phone: (608) 785-1044 or (608) 784-466
 www.couleeregionlandsurveyors.com

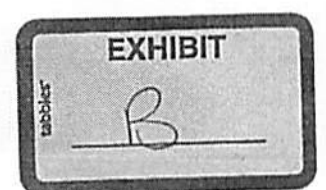
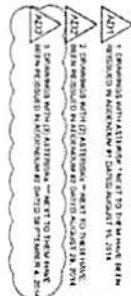
SHEET INDEX

- 713.1 THE FIRST
- 713.2 THE SECOND
- 713.3 THE THIRD
- 713.4 THE FOURTH
- 713.5 THE FIFTH
- 713.6 THE SIXTH
- 713.7 THE SEVENTH
- 713.8 THE EIGHTH
- 713.9 THE NINTH
- 713.10 THE TENTH

- 714.1 THE FIRST
- 714.2 THE SECOND
- 714.3 THE THIRD
- 714.4 THE FOURTH
- 714.5 THE FIFTH
- 714.6 THE SIXTH
- 714.7 THE SEVENTH
- 714.8 THE EIGHTH
- 714.9 THE NINTH
- 714.10 THE TENTH

- 715.1 THE FIRST
- 715.2 THE SECOND
- 715.3 THE THIRD
- 715.4 THE FOURTH
- 715.5 THE FIFTH
- 715.6 THE SIXTH
- 715.7 THE SEVENTH
- 715.8 THE EIGHTH
- 715.9 THE NINTH
- 715.10 THE TENTH

- 716.1 THE FIRST
- 716.2 THE SECOND
- 716.3 THE THIRD
- 716.4 THE FOURTH
- 716.5 THE FIFTH
- 716.6 THE SIXTH
- 716.7 THE SEVENTH
- 716.8 THE EIGHTH
- 716.9 THE NINTH
- 716.10 THE TENTH



THE CHARTANT
 1000 West...
 200713

PROJECT INFORMATION
 PROJECT NO. 1000
 PROJECT NAME
 PROJECT ADDRESS

CLIENT INFORMATION
 CLIENT NAME
 CLIENT ADDRESS

DESIGNER INFORMATION
 DESIGNER NAME
 DESIGNER ADDRESS

ENGINEER INFORMATION
 ENGINEER NAME
 ENGINEER ADDRESS

ARCHITECT INFORMATION
 ARCHITECT NAME
 ARCHITECT ADDRESS

OWNER INFORMATION
 OWNER NAME
 OWNER ADDRESS

DATE OF DRAWING
 DATE

SCALE
 SCALE

PROJECT LOCATION
 PROJECT LOCATION

PROJECT DESCRIPTION
 PROJECT DESCRIPTION

PROJECT NO.
 PROJECT NO.

DATE
 DATE

PROJECT NAME
 PROJECT NAME

PROJECT ADDRESS
 PROJECT ADDRESS

PROJECT CITY
 PROJECT CITY

PROJECT STATE
 PROJECT STATE

TYPE OF CONSTRUCTION

TYPE OF CONSTRUCTION PER IBC 103

CLASSIFICATION	CONSTRUCTION TYPE	MINIMUM WALL HEIGHT	MINIMUM ROOF HEIGHT	MINIMUM FLOOR SLAB THICKNESS	MINIMUM FLOOR JOIST SPACING	MINIMUM FLOOR JOIST DEPTH	MINIMUM FLOOR JOIST WIDTH	MINIMUM FLOOR JOIST SPACING	MINIMUM FLOOR JOIST DEPTH	MINIMUM FLOOR JOIST WIDTH
TYPE I	Non-combustible	10.0	10.0	4.0	24.0	12.0	12.0	24.0	12.0	12.0
TYPE II	Non-combustible	10.0	10.0	4.0	24.0	12.0	12.0	24.0	12.0	12.0
TYPE III	Combustible	10.0	10.0	4.0	24.0	12.0	12.0	24.0	12.0	12.0
TYPE IV	Combustible	10.0	10.0	4.0	24.0	12.0	12.0	24.0	12.0	12.0

FIRE SEPARATION

Fire Separation Per IBC 703. Fire walls shall be constructed of masonry or concrete with a minimum thickness of 12 inches and a minimum height of 10 feet. Fire doors shall be approved for the fire rating of the wall. Fire doors shall be self-closing and latching. Fire doors shall be tested and certified for the fire rating of the wall. Fire doors shall be tested and certified for the fire rating of the wall. Fire doors shall be tested and certified for the fire rating of the wall.

FIRE SUPPRESSION

Fire Suppression Per IBC 903. All buildings shall be equipped with an automatic fire sprinkler system. The system shall be designed and installed in accordance with NFPA 13. The system shall be tested and certified for the fire rating of the wall. The system shall be tested and certified for the fire rating of the wall. The system shall be tested and certified for the fire rating of the wall.

DETECTION, ALARM & COMMUNICATION SYSTEMS

Detection, Alarm & Communication Systems Per IBC 907. All buildings shall be equipped with a fire alarm system. The system shall be designed and installed in accordance with NFPA 72. The system shall be tested and certified for the fire rating of the wall. The system shall be tested and certified for the fire rating of the wall. The system shall be tested and certified for the fire rating of the wall.

MANUAL FIRE EXTINGUISHERS

Manual Fire Extinguishers Per IBC 904. All buildings shall be equipped with manual fire extinguishers. The extinguishers shall be designed and installed in accordance with NFPA 10. The extinguishers shall be tested and certified for the fire rating of the wall. The extinguishers shall be tested and certified for the fire rating of the wall. The extinguishers shall be tested and certified for the fire rating of the wall.

BUILDING AREAS (GSF)

AREA	AREA (GSF)	AREA (GSF)	AREA (GSF)	AREA (GSF)	AREA (GSF)
FLOOR 1	1000	1000	1000	1000	1000
FLOOR 2	1000	1000	1000	1000	1000
FLOOR 3	1000	1000	1000	1000	1000
FLOOR 4	1000	1000	1000	1000	1000
FLOOR 5	1000	1000	1000	1000	1000
TOTAL	5000	5000	5000	5000	5000

ISOLATION OF HAZARDS

Isolation of Hazards Per IBC 905. All buildings shall be equipped with a hazard isolation system. The system shall be designed and installed in accordance with NFPA 99. The system shall be tested and certified for the fire rating of the wall. The system shall be tested and certified for the fire rating of the wall. The system shall be tested and certified for the fire rating of the wall.

INTERIOR FINISH REQUIREMENTS

AREA	FINISH REQUIREMENTS	FINISH REQUIREMENTS	FINISH REQUIREMENTS	FINISH REQUIREMENTS	FINISH REQUIREMENTS
FLOOR 1	Class 1	Class 1	Class 1	Class 1	Class 1
FLOOR 2	Class 1	Class 1	Class 1	Class 1	Class 1
FLOOR 3	Class 1	Class 1	Class 1	Class 1	Class 1
FLOOR 4	Class 1	Class 1	Class 1	Class 1	Class 1
FLOOR 5	Class 1	Class 1	Class 1	Class 1	Class 1
TOTAL	Class 1	Class 1	Class 1	Class 1	Class 1

Interior Finish Requirements Per IBC 906. All buildings shall be equipped with interior finishes. The finishes shall be designed and installed in accordance with NFPA 101. The finishes shall be tested and certified for the fire rating of the wall. The finishes shall be tested and certified for the fire rating of the wall. The finishes shall be tested and certified for the fire rating of the wall.

APPLICABLE CODES

Appliable Codes Per IBC 101. The codes shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code. The codes shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code. The codes shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code.

ZONING

Zoning Per IBC 102. The zoning shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code. The zoning shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code. The zoning shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code.

OCCUPANCY

Occupancy Per IBC 103. The occupancy shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code. The occupancy shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code. The occupancy shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code.

OCCUPANCY SEPARATIONS

Occupancy Separations Per IBC 703. The occupancy separations shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code. The occupancy separations shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code. The occupancy separations shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code.

FIRE EQUIPMENT ACCESS

Fire Equipment Access Per IBC 904. The fire equipment access shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code. The fire equipment access shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code. The fire equipment access shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code.

ALLOWABLE HEIGHT & BUILDING AREAS

Allowable Height & Building Areas Per IBC 103. The allowable height and building areas shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code. The allowable height and building areas shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code. The allowable height and building areas shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code.

EXIT WIDTH

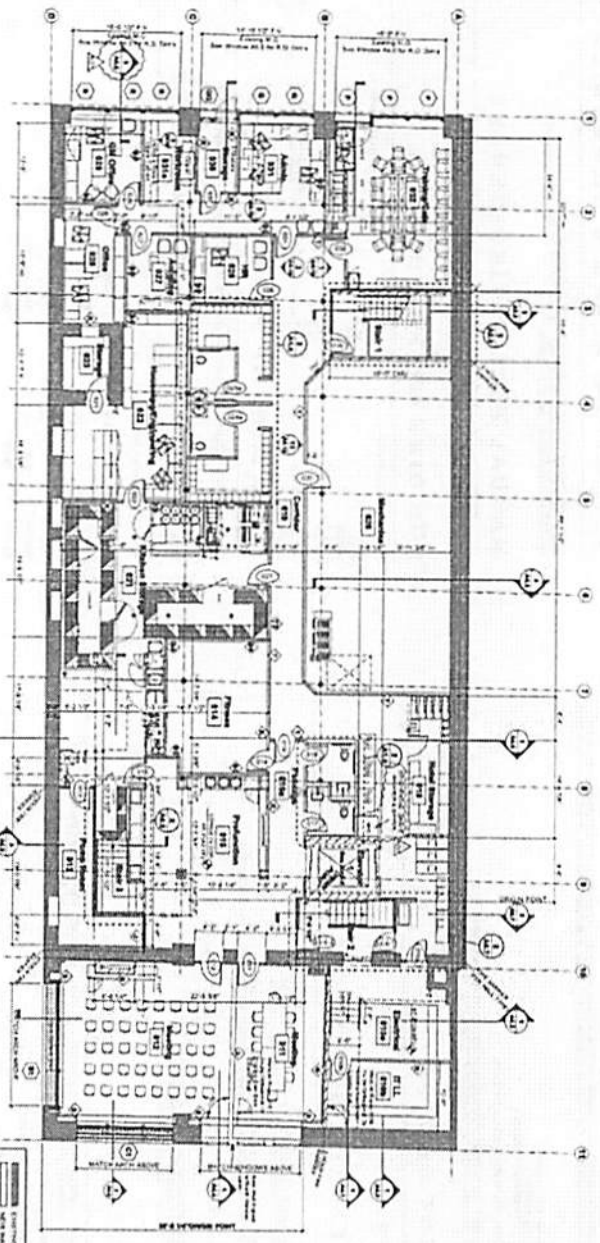
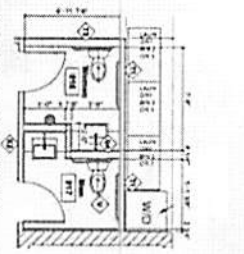
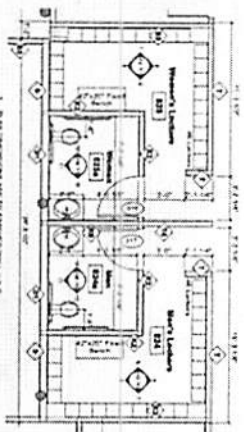
Exit Width Per IBC 103. The exit width shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code. The exit width shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code. The exit width shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code.

NUMBER OF STORIES

Number of Stories Per IBC 103. The number of stories shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code. The number of stories shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code. The number of stories shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code.

EMERGENCY LIGHTING

Emergency Lighting Per IBC 909. The emergency lighting shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code. The emergency lighting shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code. The emergency lighting shall be the International Building Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Electrical Code, International Energy Conservation Code, and International Fire Marshals Association Code.



A1.0 LOWER LEVEL PLAN
 SCALE: 1/8" = 1'-0"



GENERAL NOTES

- SEE A1.1 FOR THE TOILET ROOMS AND THE MECHANICAL HOLDINGS.
- SEE A1.2 FOR THE TOILET ROOMS AND THE MECHANICAL HOLDINGS.
- SEE A1.3 FOR THE TOILET ROOMS AND THE MECHANICAL HOLDINGS.
- SEE A1.4 FOR THE TOILET ROOMS AND THE MECHANICAL HOLDINGS.
- SEE A1.5 FOR THE TOILET ROOMS AND THE MECHANICAL HOLDINGS.
- SEE A1.6 FOR THE TOILET ROOMS AND THE MECHANICAL HOLDINGS.
- SEE A1.7 FOR THE TOILET ROOMS AND THE MECHANICAL HOLDINGS.
- SEE A1.8 FOR THE TOILET ROOMS AND THE MECHANICAL HOLDINGS.
- SEE A1.9 FOR THE TOILET ROOMS AND THE MECHANICAL HOLDINGS.
- SEE A1.10 FOR THE TOILET ROOMS AND THE MECHANICAL HOLDINGS.

SYMBOL KEY

	EXISTING WALL
	NEW WALL
	NEW WALL WITH DOOR
	NEW WALL WITH WINDOW
	NEW WALL WITH DOOR AND WINDOW
	NEW WALL WITH DOOR AND WINDOW AND DOOR
	NEW WALL WITH DOOR AND WINDOW AND DOOR AND WINDOW
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	NEW WALL WITH DOOR AND WINDOW AND DOOR AND WINDOW AND DOOR AND WINDOW AND DOOR

TKWA

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ELECTRICAL ENGINEER
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 NEXT STEP DESIGN
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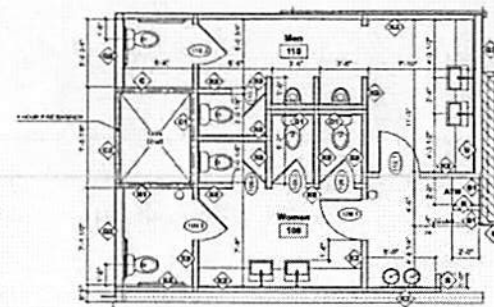
MECHANICAL CONTRACTOR
 H. A. SMITH NATIONAL, INC.
 101 State Street
 La Crosse, WI 54601
 P: 617.371.4000 | F: 617.371.2004

MECHANICAL CONTRACTOR
 A. PAULI 2010 SUBSIDIARY, PT.
 101 State Street
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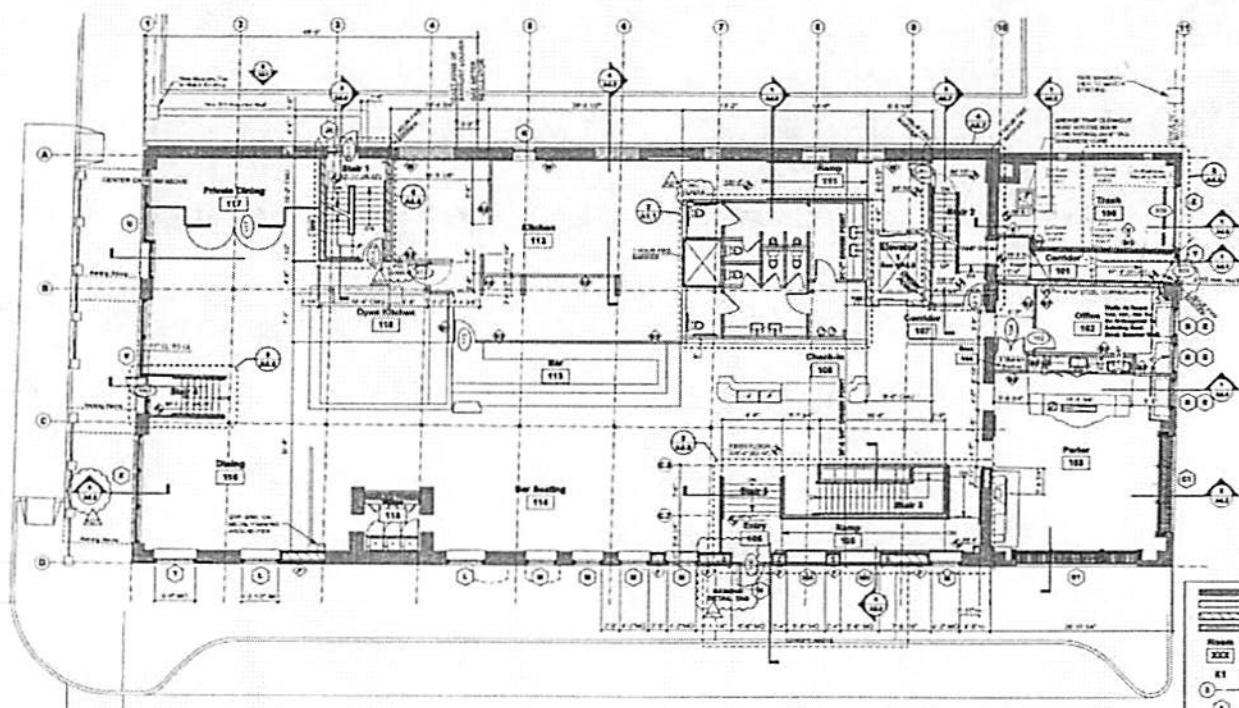
MECHANICAL CONTRACTOR
 JULY 30, 2014
 PROJECT NUMBER
 200713

FIRST FLOOR PLANS

A1.1



1. PLAN DIMENSIONS ARE TO FINISHED WALL UNLESS NOTED OTHERWISE.
 2. SEE ALL OTHER FLOOR PLANS FOR WALL AND STRUCTURE INFORMATION.
ENLARGED TOILET PLAN
 SCALE: 1/4" = 1'-0"



1. PLAN DIMENSIONS ARE TO FINISHED WALL UNLESS NOTED OTHERWISE.
 2. SEE ALL OTHER FLOOR PLANS FOR WALL AND STRUCTURE INFORMATION.
FIRST FLOOR PLAN
 SCALE: 1/8" = 1'-0"



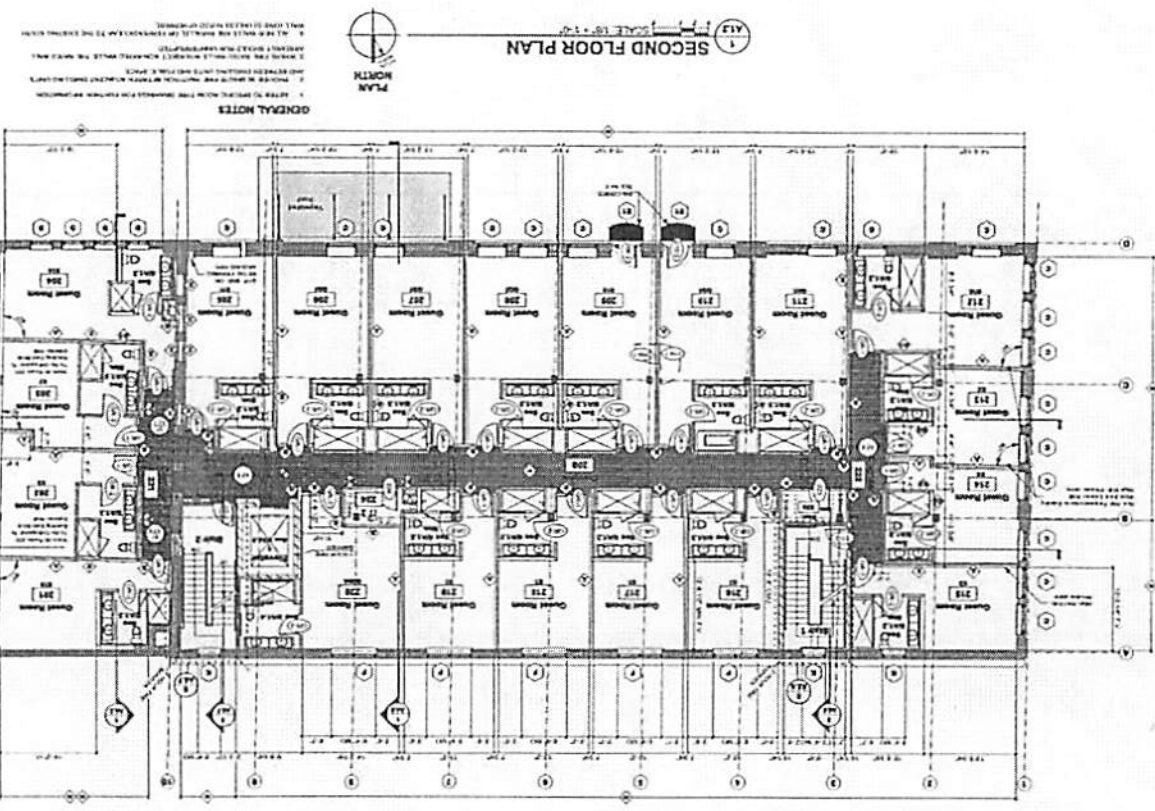
GENERAL NOTES
 1. SEE ALL OTHER FLOOR PLANS FOR WALL AND STRUCTURE INFORMATION.
 2. PLAN DIMENSIONS ARE TO FINISHED WALL UNLESS NOTED OTHERWISE.
 3. ALL NEW WALLS ARE PARALLEL OR PERPENDICULAR TO THE EXISTING WALLS UNLESS NOTED OTHERWISE.

SYMBOL KEY

	EXISTING WALL
	NEW WALL
	NEW CURB WALL
	NEW BRICK WALL
Room	ROOM NAME & NUMBER
	ET GUEST ROOM TYPE
	STRUCTURAL GRID LINE
	HWYWAY TYPE (SEE A4.2)
	WALL TYPE (SEE A4.2)
	DOWN HATCHED (SEE A4.1)

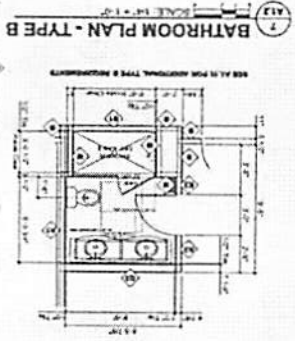
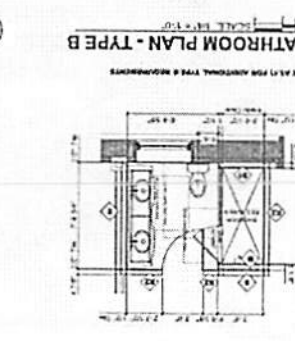
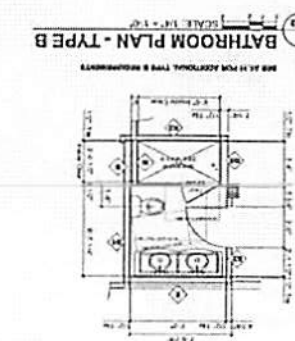
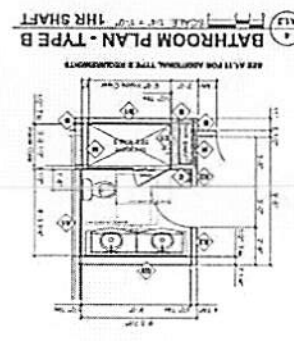
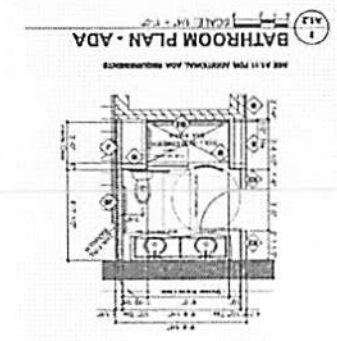
SYMBOL KEY

	CARPET
	RECTANGULAR WOOD FLOOR
	ROOM NUMBER (SEE A1.2)
	WALL TYPE (SEE A1.2)
	WINDOW TYPE (SEE A1.2)
	GLASS DOOR TYPE (SEE A1.2)
	GLASS WALL TYPE (SEE A1.2)
	ROOM NAME & NUMBER
	NON-STRUCT. WALL
	NON-STRUCT. WALL
	EXISTING WALL



KEY NOTES

1. ROOMS TO BE FINISHED WITH A NEW ACCEDED SUBSTRATE.
2. FINISHES TO BE DETERMINED BY THE ARCHITECT.
3. FINISHES TO BE DETERMINED BY THE ARCHITECT.
4. FINISHES TO BE DETERMINED BY THE ARCHITECT.
5. FINISHES TO BE DETERMINED BY THE ARCHITECT.
6. FINISHES TO BE DETERMINED BY THE ARCHITECT.
7. FINISHES TO BE DETERMINED BY THE ARCHITECT.
8. FINISHES TO BE DETERMINED BY THE ARCHITECT.
9. FINISHES TO BE DETERMINED BY THE ARCHITECT.
10. FINISHES TO BE DETERMINED BY THE ARCHITECT.



SECOND FLOOR PLAN
 SCALE: 1/8" = 1'-0"



GENERAL NOTES

1. REFER TO ARCHITECT'S NOTES FOR DIMENSIONS AND FINISHES.
2. REFER TO ARCHITECT'S NOTES FOR DIMENSIONS AND FINISHES.
3. REFER TO ARCHITECT'S NOTES FOR DIMENSIONS AND FINISHES.
4. REFER TO ARCHITECT'S NOTES FOR DIMENSIONS AND FINISHES.
5. REFER TO ARCHITECT'S NOTES FOR DIMENSIONS AND FINISHES.
6. REFER TO ARCHITECT'S NOTES FOR DIMENSIONS AND FINISHES.
7. REFER TO ARCHITECT'S NOTES FOR DIMENSIONS AND FINISHES.
8. REFER TO ARCHITECT'S NOTES FOR DIMENSIONS AND FINISHES.
9. REFER TO ARCHITECT'S NOTES FOR DIMENSIONS AND FINISHES.
10. REFER TO ARCHITECT'S NOTES FOR DIMENSIONS AND FINISHES.



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REVISIONS

DATE: July 30, 2014

PROJECT NO: 200713

SHEET NO: 11

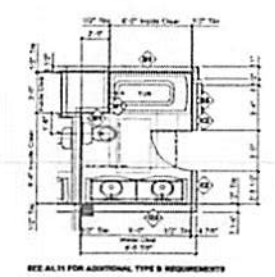
THIRD FLOOR & FINISH PLANS

DATE: July 30, 2014

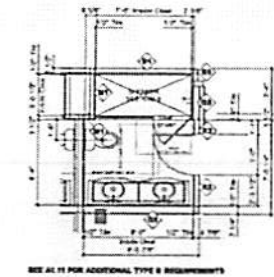
PROJECT NO: 200713

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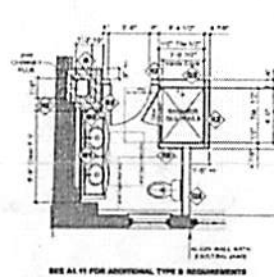
A1.3



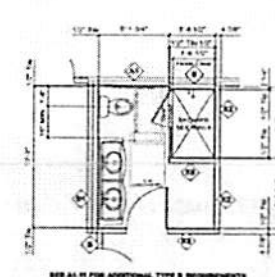
BATHROOM PLAN - TYPE B
 SCALE: 1/4" = 1'-0"



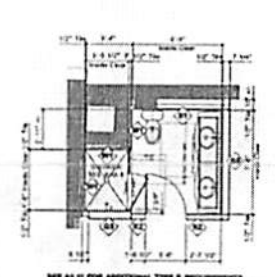
BATHROOM PLAN - TYPE B
 SCALE: 1/4" = 1'-0"



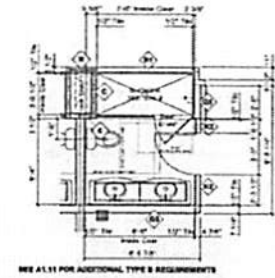
BATHROOM PLAN - TYPE B
 2HR FLUE
 SCALE: 1/4" = 1'-0"



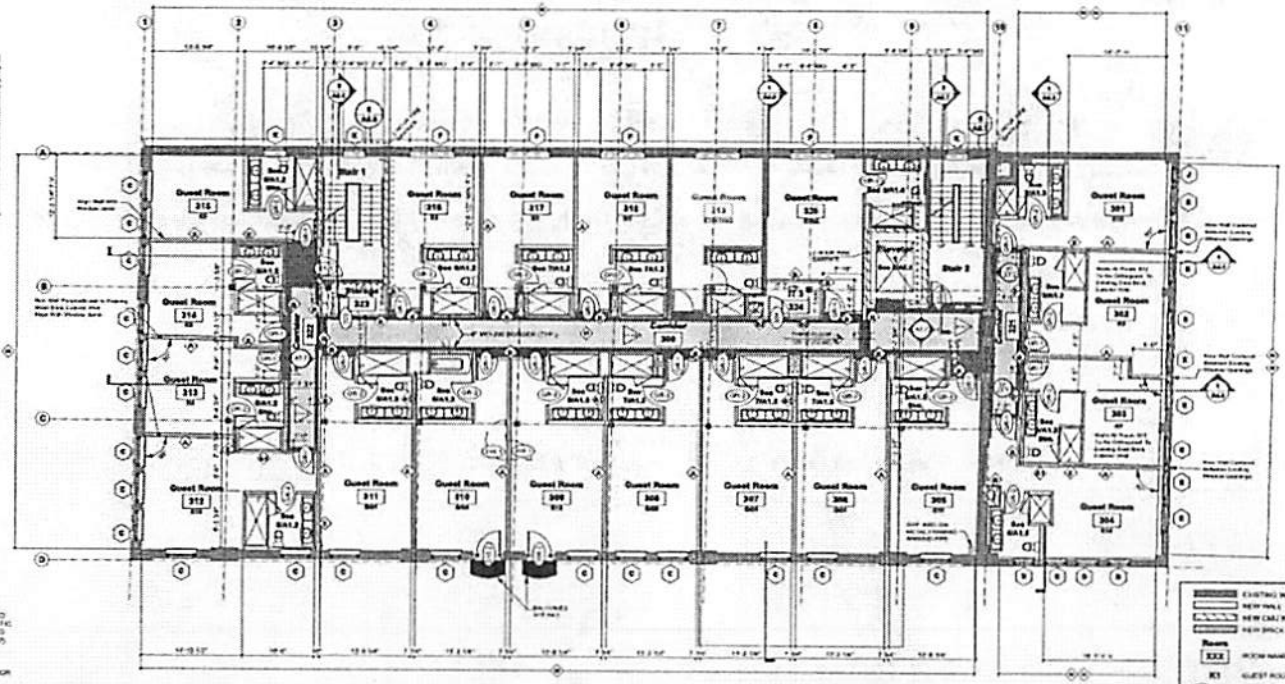
BATHROOM PLAN - TYPE B
 SCALE: 1/4" = 1'-0"



BATHROOM PLAN - TYPE B
 SCALE: 1/4" = 1'-0"



BATHROOM PLAN - TYPE B
 1HR SHAFT
 SCALE: 1/4" = 1'-0"



THIRD FLOOR PLAN
 SCALE: 1/8" = 1'-0"



KEY NOTES

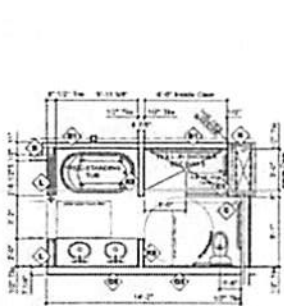
- 1. CONFERENCE ROOMS INCLUDE:
 - ELIMINATE EXISTING WOOD FLOORING TO BE REFINISHED AND REINSTALLED AS A BUFFER IN L.A. HIGH ACCURACY SPECIFICATION, WITH 1/2" CABOT'S BANNER AND PRO SOLING CENTER LAMINAR FINISHED, 1/2" INTERLOCKED, 1/2" TYPE 2 PLY, WALL COVERING
 - CEILING: PAINTED GYP AND
 - DOOR: PAINTED 6 PLY REPEL MARK SYSTEM IN MATCHED FINISHES OR SOL. OR POLYURETHANE GLOSS HARDWARE
 - EXISTING INTERIOR PAINTED BRICK TO MATCH 75% OF THE PAINT FINISHES AND TRIM ELEMENTS WITH SPEC. ATTN. 1, 2, 3, 4, 5, 6
- 2. PRESERVE EXISTING NETWORK CABLES AND PROTECT TRANSLUCENT AND WASH & SEAL WITH WHITE CLEAR EPICURE E 10-110
- 3. PRESERVE INTERIOR CONCRETE COUSINGS AND BEAMS FOR PAINT AND

GENERAL NOTES

1. REFER TO SPECIAL NOTES FOR DIMENSIONS FOR PARTITION APPLICATIONS.
2. PROVIDE REINFORCING BARS, ANCHORS AND TIE-BARS AS SHOWN AND AS NOTED IN ALL WALLS AND SLABS.
3. PROVIDE FOR WOOD WALLS, ROOFING, NON-FINISHED WALLS, THE FINISH WALL FINISHES, AND WALLS WITH CONCRETE CORE.
4. ALL NEW WALLS AND PARTITIONS OR REFINISHMENTS TO THE EXISTING WALLS SHALL BE REFINISHED TO MATCH EXISTING.
5. ROOM FINISHES COMPLETE UNDER THE USUALLY SEPARATE CONTRACT.

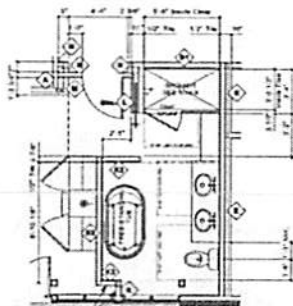
SYMBOL KEY

- EXISTING WALL
- NEW WALL
- NEW CAB. WALL
- NEW BRICK WALL
- ROOM
- ROOM NAME & NUMBER
- STAIR ROOM TYPE
- STRUCTURAL GRID LINE
- WINDOW TYPE (SEE A1.2)
- WALL TYPE (SEE A1.2)
- DOOR MARKER (SEE A1.2)
- REFLECTED WOOD FLOOR
- CARPET



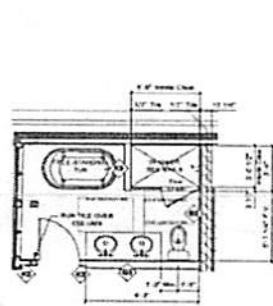
SEE A1.11 FOR ADDITIONAL ADA REQUIREMENTS

1 BATHROOM PLAN - ADA
SCALE: 1/4" = 1'-0"
1HR SHAFT



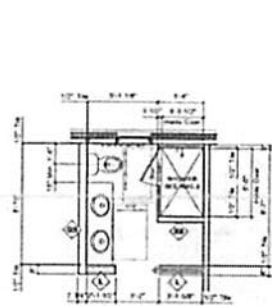
SEE A1.11 FOR ADDITIONAL TYPE B REQUIREMENTS

2 BATHROOM PLAN - TYPE B
SCALE: 1/4" = 1'-0"



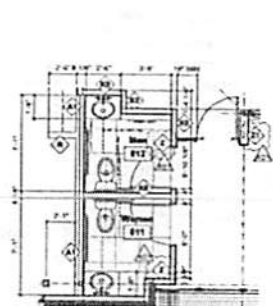
SEE A1.11 FOR ADDITIONAL TYPE B REQUIREMENTS

3 BATHROOM PLAN - TYPE B
SCALE: 1/4" = 1'-0"



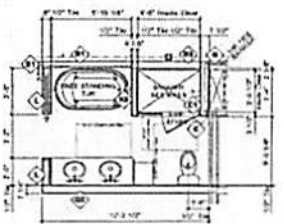
SEE A1.11 FOR ADDITIONAL TYPE B REQUIREMENTS

4 BATHROOM PLAN - TYPE B
SCALE: 1/4" = 1'-0"



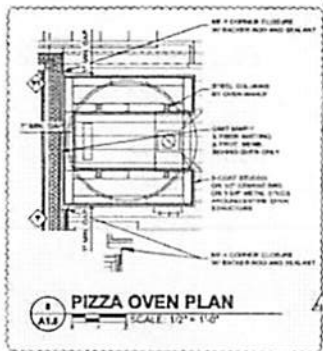
SEE A1.11 FOR ADDITIONAL ADA REQUIREMENTS

5 TOILET ROOM PLAN
SCALE: 1/4" = 1'-0"

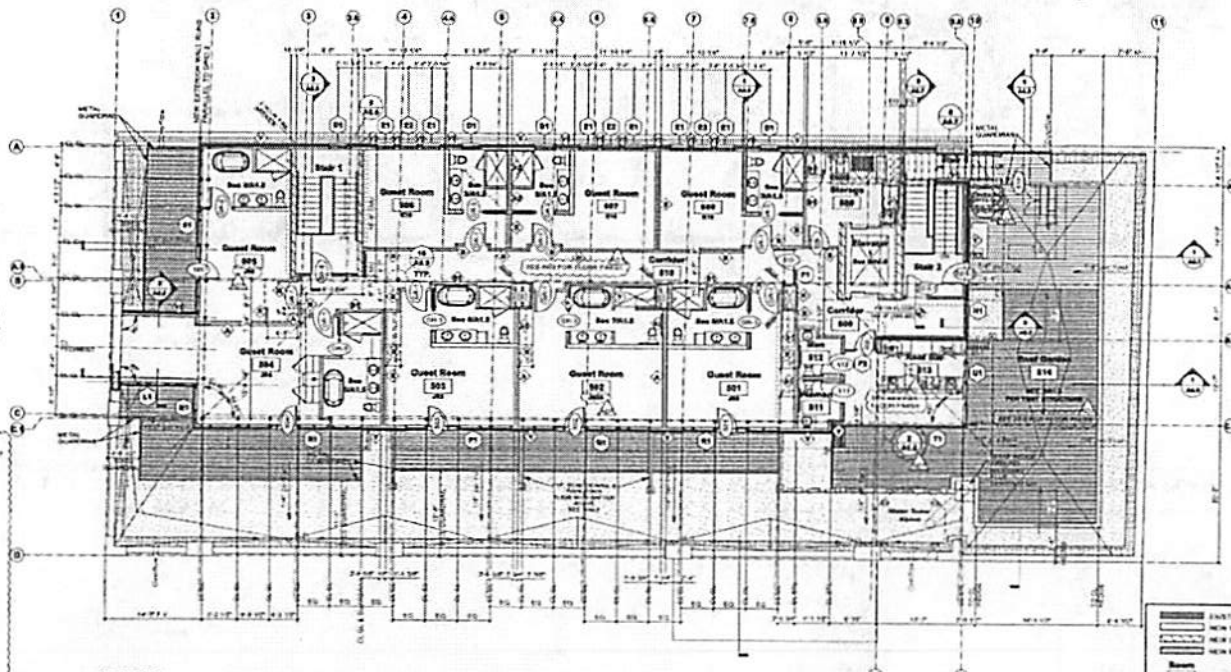


SEE A1.11 FOR ADDITIONAL TYPE B REQUIREMENTS

6 BATHROOM PLAN - TYPE B
SCALE: 1/4" = 1'-0"
1HR SHAFT



7 PIZZA OVEN PLAN
SCALE: 1/2" = 1'-0"



8 FIFTH FLOOR PLAN
SCALE: 1/8" = 1'-0"

KEY NOTES

- CONNECTIONS INCLUDE:
- FLOOR JOISTS INCLUDING TO BE INSTALLED AS A BENCHTOP BY A NEW ARCHITECT. 20 MINUTE FIRE RATED CARTRIDGE WALLING AND FIVE MINUTE CARTRIDGE WALLING TO BE INSTALLED BY THE ARCHITECT. ALL WALLS TO BE FINISHED WITH 5/8" GYPSUM BOARD. ALL WALLS TO BE FINISHED WITH 5/8" GYPSUM BOARD.
 - DOOR FINISHES TO BE INSTALLED BY THE ARCHITECT. ALL DOORS TO BE FINISHED WITH 5/8" GYPSUM BOARD.

GENERAL NOTES

- REFER TO SPECIFIC ROOM TYPE DRAWINGS FOR FURTHER INFORMATION.
- PROVIDE 30 MINUTE FIRE RATED WALLS BETWEEN ADJACENT GUEST ROOMS, AND BETWEEN GUEST ROOMS AND PUBLIC SPACES.
- DOORS FROM GUEST ROOMS TO CORRIDORS SHALL BE 1 1/2 HOUR RATED WALLS. THE GUEST ROOMS SHALL BE 1 HOUR RATED WALLS.
- ALL NEW WALLS ARE FINISHED ON INTERIOR SURFACES TO THE EXISTING EXTERIOR WALLS (SEE A1.5).
- DOORS FROM GUEST ROOMS TO CORRIDORS SHALL BE 1 1/2 HOUR RATED WALLS.
- ALL DOOR FINISHES TO BE INSTALLED BY THE ARCHITECT. ALL DOORS TO BE FINISHED WITH 5/8" GYPSUM BOARD.
- ALL DOOR FINISHES TO BE INSTALLED BY THE ARCHITECT. ALL DOORS TO BE FINISHED WITH 5/8" GYPSUM BOARD.



SYMBOL KEY

[Symbol]	EXISTING WALL
[Symbol]	NEW WALL
[Symbol]	NEW CHASE WALL
[Symbol]	NEW BRICK WALL
[Symbol]	POUR IN PLACE CONCRETE
[Symbol]	GUEST ROOM TYPE
[Symbol]	STRUCTURAL GRID LINE
[Symbol]	SPRINKLER TYPE (SEE A1.5)
[Symbol]	WALL TYPE (SEE A1.5)
[Symbol]	DOOR FINISH (SEE A1.5)
[Symbol]	RECYCLED WOOD FLOOR
[Symbol]	CARPET

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OWNER
WESBER HOLDINGS

ARCHITECT
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INTERIOR ARCHITECT
SANGONE DECORATIVE DESIGN GROUP

MECHANICAL ENGINEER
ARNOLD & OSHERMAN, INC.

ELECTRICAL ENGINEER
DAVE ENGINEERING CO.

PLUMBING ENGINEER
THE MATRIX GROUP

MECHANICAL ENGINEER
MVP ASSOCIATES, LLC

MECHANICAL ENGINEER
SHINER & ASSOCIATES, INC.

MECHANICAL ENGINEER
NEXT STEP DESIGN

MECHANICAL ENGINEER
R. A. SMITH NATIONAL, INC.

MECHANICAL ENGINEER
MVP ASSOCIATES, LLC

MECHANICAL ENGINEER
MVP ASSOCIATES, LLC

MECHANICAL ENGINEER
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MVP ASSOCIATES, LLC

MECHANICAL ENGINEER
MVP ASSOCIATES, LLC

MECHANICAL ENGINEER
MVP ASSOCIATES, LLC

DATE
July 30, 2014

PROJECT NUMBER
200713

PROJECT TITLE
THE CHARMANT

PROJECT LOCATION
101 WEST STREET, LANSING, MI 48226

PROJECT PHASE
CONSTRUCTION

PROJECT STATUS
UNDER REVIEW

PROJECT CONTACT
R. A. SMITH NATIONAL, INC.

PROJECT CONTACT
MVP ASSOCIATES, LLC

PROJECT CONTACT
MVP ASSOCIATES, LLC

PROJECT CONTACT
MVP ASSOCIATES, LLC

PROJECT CONTACT
MVP ASSOCIATES, LLC

PROJECT CONTACT
MVP ASSOCIATES, LLC

PROJECT CONTACT
MVP ASSOCIATES, LLC

PROJECT CONTACT
MVP ASSOCIATES, LLC

FIFTH FLOOR & FINISH PLAN

A1.5

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THE CHARMANT

MEIER HOLDINGS

CD SMITH CONSTRUCTION SERVICES

SHEDD O'BRYEN DESIGN GROUP

AMONDO & OSBERG, INC.

DAY ENGINEERING CO.

THE SMITH GROUP

MP ASSOCIATES, LLC

SHENK & ASSOCIATES, INC.

NEEL STEEL DESIGN

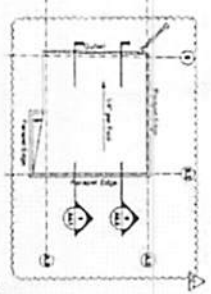
R. A. SMITH NATIONAL, INC.

200713

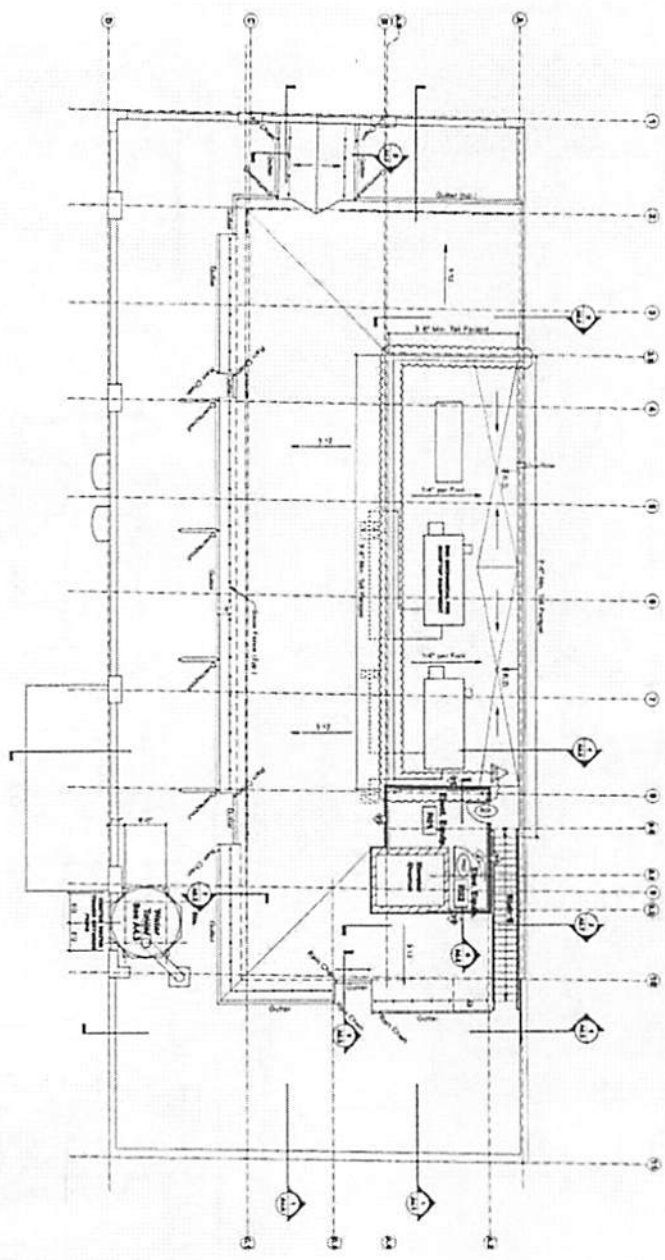
July 30, 2014

ROOF PLAN

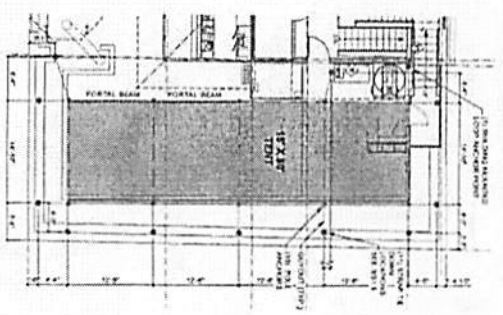
A1.6



1 ELEVATOR ROOF PLAN
SCALE: 1/8" = 1'-0"



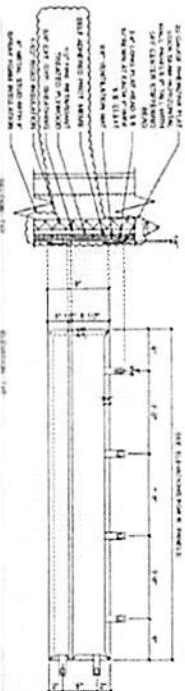
1 ROOF PLAN
SCALE: 1/8" = 1'-0"



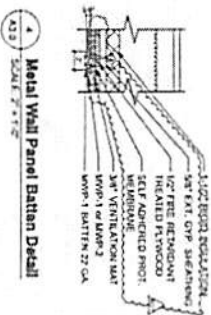
2 TENT PLAN @ ROOF DECK
SCALE: 1/4" = 1'-0"

GENERAL NOTES

1. SEE ALL NOTES TO THE ARCHITECTURE OF THIS PROJECT.
2. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
3. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.

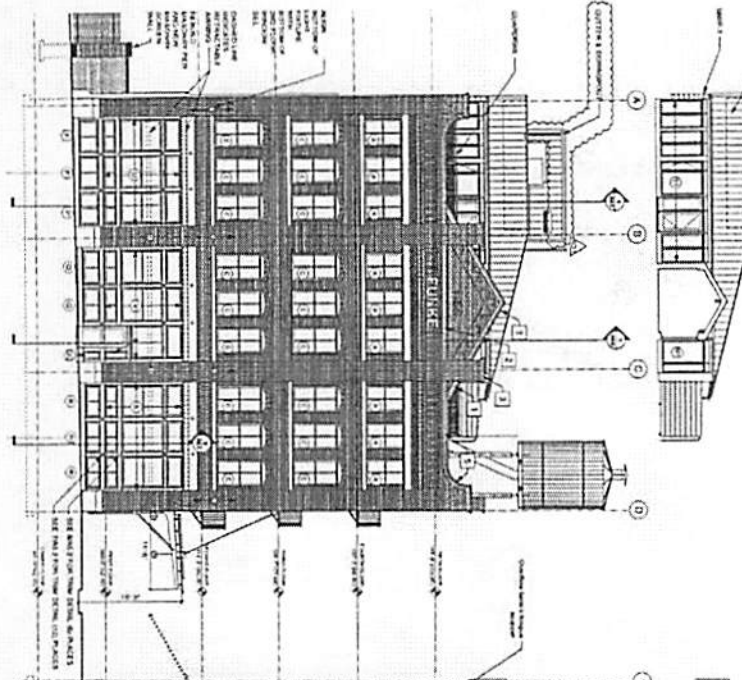


1 Rainlink Metal Wall Panel (MWP-1)
SCALE: 1/4" = 1'-0"

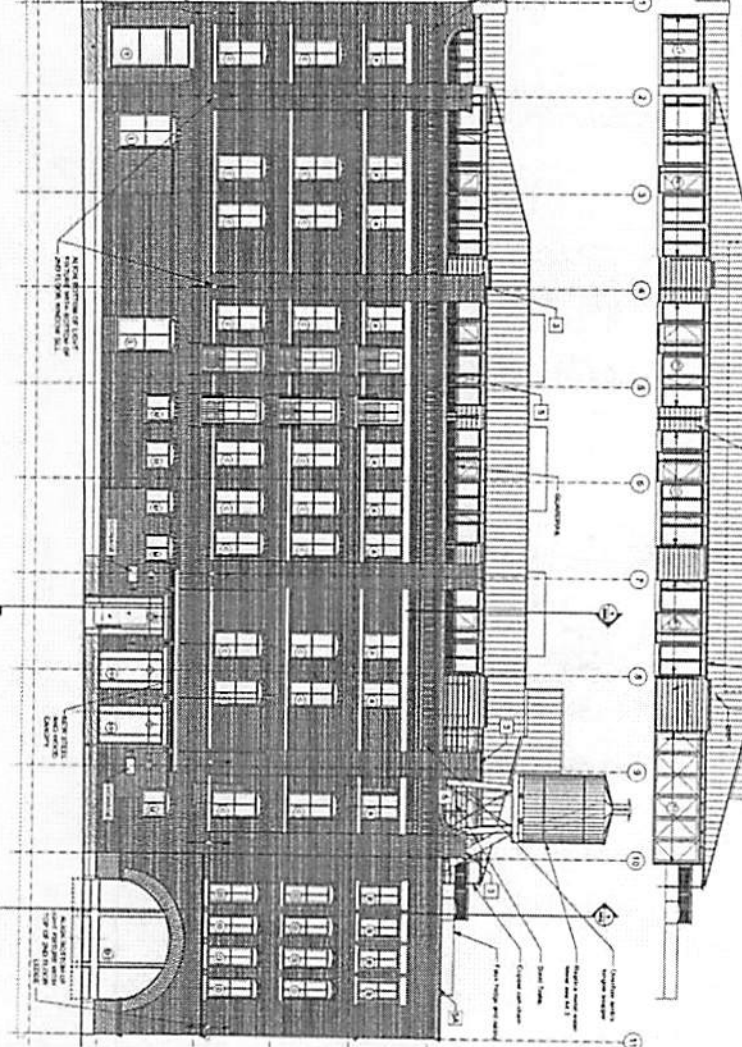


4 Metal Wall Panel Batton Detail
SCALE: 1/4" = 1'-0"

2 WEST ELEVATION
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



CONSTRUCTION NOTES

1. SEE NOTES

LIGHT FIXTURE NOTES

1. SEE NOTES FOR THE TYPE, APPROXIMATE POSITION, AND TYPE OF LIGHT FIXTURES.
2. SEE NOTES FOR THE TYPE, APPROXIMATE POSITION, AND TYPE OF LIGHT FIXTURES.
3. SEE NOTES FOR THE TYPE, APPROXIMATE POSITION, AND TYPE OF LIGHT FIXTURES.

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
2. ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
3. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SCHEDULED PROGRAM.
4. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SCHEDULED PROGRAM.

COPING SYMBOL KEY

1	COPING TYPE 1, SEE SCHEDULE	10	COPING TYPE 4, SEE SCHEDULE
2	COPING TYPE 2, SEE SCHEDULE	11	COPING TYPE 5, SEE SCHEDULE
3	COPING TYPE 3, SEE SCHEDULE	12	COPING TYPE 6, SEE SCHEDULE
4	COPING TYPE 4, SEE SCHEDULE	13	COPING TYPE 7, SEE SCHEDULE

SYMBOL KEY

1	WINDOW TYPE SEE SCHEDULE	10	DOOR OR SLIDING SYSTEM
2	GENERAL JOINT	11	DOOR OR SLIDING SYSTEM
3	EXTERIOR JOINT	12	DOOR OR SLIDING SYSTEM
4	INTERIOR JOINT	13	DOOR OR SLIDING SYSTEM
5	DOOR OR SLIDING SYSTEM	14	DOOR OR SLIDING SYSTEM
6	DOOR OR SLIDING SYSTEM	15	DOOR OR SLIDING SYSTEM
7	DOOR OR SLIDING SYSTEM	16	DOOR OR SLIDING SYSTEM
8	DOOR OR SLIDING SYSTEM	17	DOOR OR SLIDING SYSTEM
9	DOOR OR SLIDING SYSTEM	18	DOOR OR SLIDING SYSTEM

WINDOW NOTES

1. ALL WINDOW TYPES SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
2. ALL WINDOW TYPES SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
3. ALL WINDOW TYPES SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
4. ALL WINDOW TYPES SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.

GENERAL NOTES

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3. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SCHEDULED PROGRAM.
4. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SCHEDULED PROGRAM.

TK WWA

THE CHARMANT

ARCHITECT OF RECORD

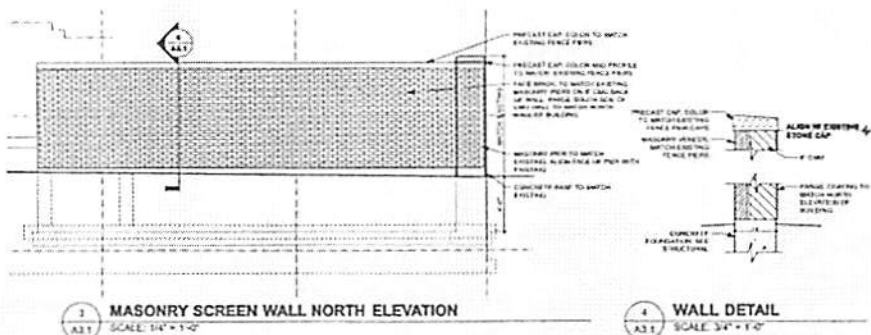
ENGINEER OF RECORD

GENERAL CONTRACTOR

DATE

PROJECT

A3.0



CONSTRUCTION NOTES

1. XXXXXX

LIGHT FIXTURE NOTE

1. LIGHT FIXTURE TYPE GAC INDICATES THE LIGHT FIXTURE TYPE. SEE ELECTRICAL DRAWINGS FOR LIGHT FIXTURE SCHEDULE.

2. REARTURE ELEVATION INDICATED IS TO CENTER OF JAMB.

GENERAL NOTES

1. FIELD CONDITIONS MAY VARY FROM DRAWINGS. ALL CONDITIONS TO BE VERIFIED IN FIELD AFTER DEMOLITION AND MASONRY RESTORATION.

2. REFER TO SHEETS MWO-2 AND MWS-1 FOR MASONRY RESTORATION.

COPING SYMBOL KEY

1	COPING TYPE 1. SEE SAA 7	AA	COPING TYPE AA. SEE SAA 7
2	COPING TYPE 2. SEE SAA 7	SI	COPING TYPE SI. SEE SAA 7
3	COPING TYPE 3. SEE SAA 7	SA	COPING TYPE SA. SEE SAA 7
4	COPING TYPE 4. SEE SAA 7	SA	COPING TYPE SA. SEE SAA 7

SYMBOL KEY

① WINDOW TYPE (SEE A3.1)

CJ CONTROL JOINT

DS DOWN SPOUT

MR1 METAL ROOFING - SEE SPEC

MWP-1 & MWP-2 METAL WALL PANEL - SEE SPEC

WALL OR BUILDING SECTION (SEE DESIGNATED SHEET)

CAVAT OUTSIDE LIGHT FIXTURE (SEE LIGHTING PLANS)

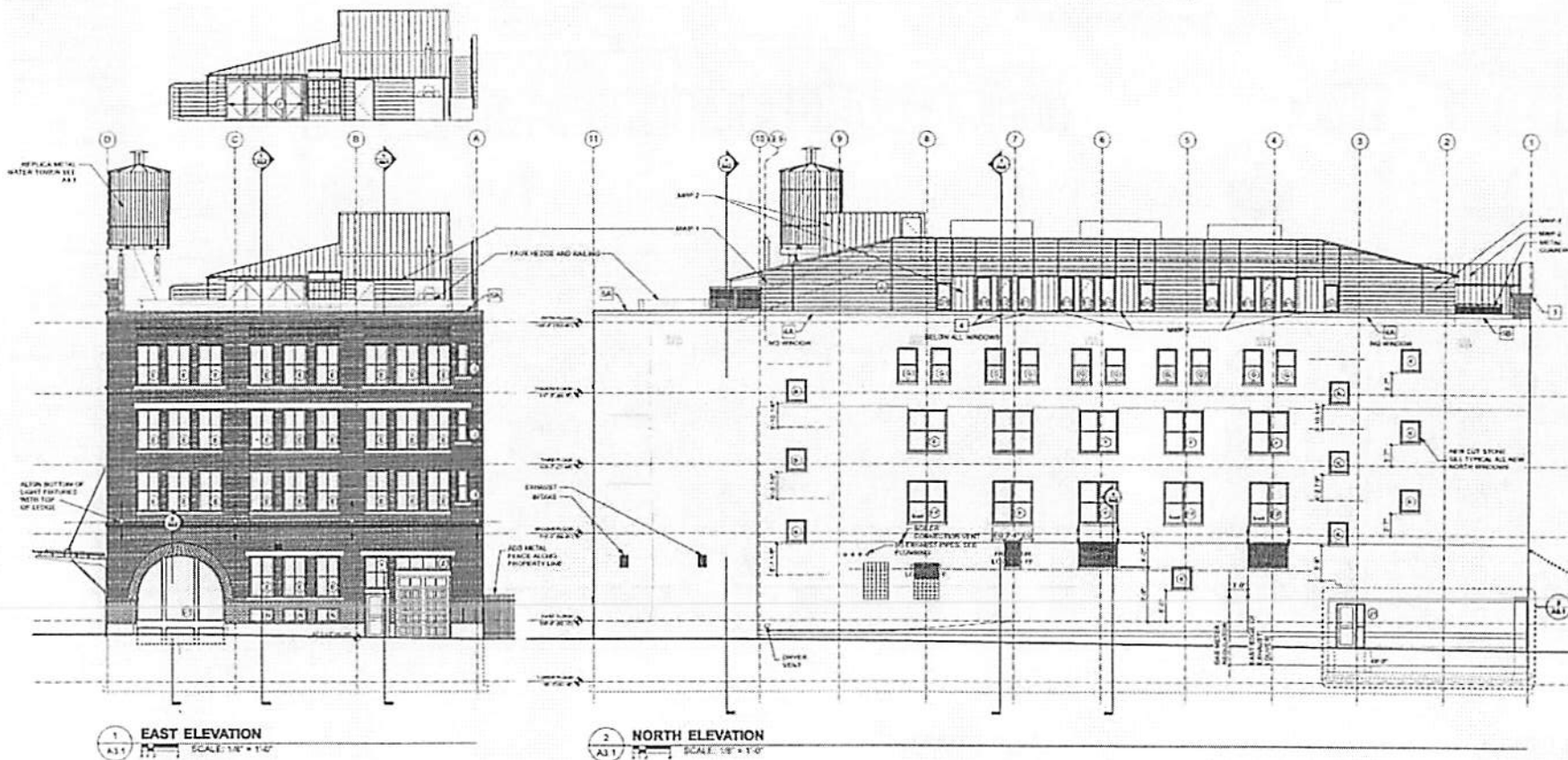
OR OUTSIDE LIGHT FIXTURE (SEE LIGHTING PLANS)

WINDOW NOTES

1. NEW ALUMINUM CLAD FIXED WINDOWS. ALL GUEST ROOM OPERABLE WINDOWS MAY ONLY OPEN IF FEASIBLE PROVIDED IF MAXIMUM OPENING LIMIT HORIZONTAL EXCEPT 8TH SOUTH AND WEST WINDOW NO LIMITS.

2. ALL THE EXISTING WINDOWS WILL BE REMOVED. THE INTENT IS TO MATCH THE HISTORIC DETAILS BASED ON HISTORIC PHOTOGRAPHS. SEE WINDOW DETAIL SHEETS FOR PREPARED FROM LIGHT OPERATIONS AND SIGHT LINES.

3. NEW WINDOWS TO INCLUDE EXTERIOR & INTERIOR FINISHES TO SIMULATE TRUE DIVIDED LITES, WHERE SHOWN.



THE CHARMANT

100 Blue Street
Cambridge, MA 02142

OWNER HOLDINGS

100 Blue Street
Cambridge, MA 02142

GENERAL CONTRACTOR

CD SMITH CONSTRUCTION SERVICES

100 Blue Street
Cambridge, MA 02142

ARCHITECT OF RECORD

THE MATRIX GROUP

100 Blue Street
Cambridge, MA 02142

STRUCTURAL ENGINEER

ARNOLD & OSHERMAN, INC.

100 Blue Street
Cambridge, MA 02142

ELECTRICAL ENGINEER

DAVY ENGINEERING CO.

100 Blue Street
Cambridge, MA 02142

Mechanical Engineering

THE MATRIX GROUP

100 Blue Street
Cambridge, MA 02142

MECHANICAL ENGINEER

MEP ASSOCIATES, LLC

100 Blue Street
Cambridge, MA 02142

MECHANICAL CONTRACTOR

SHINER & ASSOCIATES, INC.

100 Blue Street
Cambridge, MA 02142

INTERIOR DESIGNER

NEXT STEP DESIGN

100 Blue Street
Cambridge, MA 02142

LANDSCAPE ARCHITECT

R. A. SMITH NATIONAL, INC.

100 Blue Street
Cambridge, MA 02142

REVISIONS

111

July 30, 2014

PROJECT NUMBER

200713

DRAWING TITLE

BUILDING ELEVATIONS - PROPOSED

A3.1

EXHIBIT C

Living Wage Resolution

[attached]

Living Wage

FILE # 2003-07-002

REPORT OF COMMITTEE

To the Honorable Mayor and Common Council of the City of La Crosse:

Your Judiciary & Administrative Committee and Finance & Personnel Committee on April 8, 2003, having under consideration the annexed resolution approving a living wage for construction contracts and development agreements that are financed in part with City funds which benefit primarily a single business organization so that families and individuals meet a certain minimum level of decency, recommends the same be adopted as second amended.

Respectfully submitted,

Richard P. Becker, Chmn
Charles Clemence
Dave Goodin
Jon M. Olson
Todd Olson
Robert Slaback

David R. Morrison, Chmn.
Joe Ledvina
Douglas Farmer
Mark Johnsrud
Mark Meyer

REPORT AND
RESOLUTION ADOPTED

APR 10 2003
BY COUNCIL

APR 23 2003

RT
MP
Mayor

SECOND AMENDED RESOLUTION

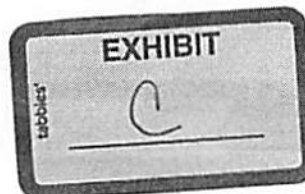
WHEREAS, La Crosse is and will continue to be a business friendly community,
and

WHEREAS, City of La Crosse taxpayers subsidize low wage jobs through increased taxes for health and human services for the poor, and

WHEREAS it should be a basic right of all workers to earn a living wage in accordance with State law and in order to provide for their families and to meet a certain minimum level of decency, and

~~WHEREAS, the City of La Crosse lets many contracts each year for maintenance, construction and repair projects and considering the impact that these projects have on the taxpaying citizens of the City, these contracts should not allow the work to be performed at any wage less than a living wage.~~

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that said living wage be not less than 110 percent of the annual income of a family of four, based on the U.S. Department of Health and Human Services most recent poverty guidelines, which wage at the current time would be \$9.73 \$8.44 per hour.



BE IT FURTHER RESOLVED that in order for said living wage to be carried out according to the intent of this resolution, the City of La Crosse shall not enter into any development agreement or capital expenditure for the primary benefit of a single business or organization, unless it is demonstrated that the majority of the full-time jobs created or supported by the expenditure will command wages equal to or greater than this living wage amount.

BE IT FURTHER RESOLVED that this living wage policy should not apply to any job that is subject to the prevailing wage laws, in which event said applicable prevailing wage law shall apply, and that the same not displace or disrupt the past practices of utilizing union labor wages in such cases.

BE IT FURTHER RESOLVED that this resolution shall not in any way be used or is the same intended to reduce wages received by full-time skilled and unskilled workers.

BE IT FURTHER RESOLVED that the living wage previously referred to herein include the basic wage plus fringe benefits in accordance with the methodology utilized for public construction contracts for what is known as the prevailing wage in order to meet Davis-Bacon requirements as well as Wisconsin public construction contract requirements.

BE IT FURTHER RESOLVED that fringe benefits include health insurance, retirement, life insurance, vacation and some contributions to training funds and do not include employer payments or contributions required by other federal, state or local laws, such as the employer's contribution to social security or some disability payments.

~~BE IT FURTHER RESOLVED that this resolution shall not apply to non-profit, tax-exempt organizations, which are exempt from state and federal income tax.~~

Typed: 4-9-03

Approved:

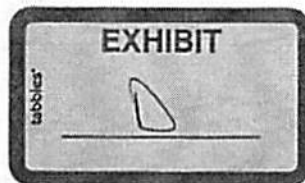
EXHIBIT D

Description of Public Improvements

None.

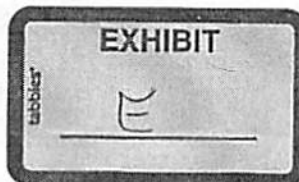
PUBLIC IMPROVEMENTS

None



The Charmant Hotel
Capital Budget
7.21.2014

Description	Firm	Cost
<u>Site Acquisition</u>		
101 State Street	Weber Holdings	\$ 1,500,000
<u>Design</u>		
Land Surveying	CRLS	\$ 5,000
Civil Engineering	SEH/Davvy	\$ 20,000
Landscape Architect	TBD	\$ 25,000
Acoustical Consulting	Shiner	\$ 33,674
Food Service Design	Next Step Design	\$ 42,900
Geotechnical	Braun	\$ 6,650
Plumbing Existing Conditions	Bernie Buchner	\$ 900
Technical Consultant	Grove Networks	\$ 40,000
Sustainability Consultant	Mike Lemmon	\$ 5,000
Architectural, Engineering, Structural	TKWA & Matrix Group	\$ 990,650
Masonry Restoration Evaluation	Building Restoration, Inc.	\$ 3,000
Interior Design	SDDG	\$ 455,000
Branding	Liska + Associates	\$ 160,000
<u>Construction</u>		
Hard Construction Cost	CD Smith	\$ 14,500,000
Model Room Construction	CD Smith	-
FF&E Guestrooms	SDDG/Gettys	\$ 1,791,511
FF&E Public Spaces	SDDG/Gettys	\$ 773,218
FF&E Model Room	SDDG/Gettys	\$ 81,553
OS&E	Aparium/Gettys	\$ 900,000
Technology	Grove/Others	\$ 725,000
Site Holdings Costs		\$ 100,000
Off-Site Structured Parking	TBD	\$ 871,200
<u>Pre-Opening</u>		
Technical & Pre-Opening Services	Aparium	\$ 230,000
Procurement Agent	Gettys	\$ 180,000
Hotel & Restaurant Pre-Opening		\$ 800,000
<u>Permits</u>		
Included in General Conditions		\$ -
<u>Project Financing</u>		
Appraisal		\$ 10,000
Construction Interest	CD Smith	\$ 407,380.96
Working Capital		\$ 305,000
<u>Other Project Costs</u>		
Legal Fees		\$ 30,000
Real Estate Taxes	City of La Crosse	\$ 24,000
Historic Consultant	Heritage Research	\$ 30,000
Accounting	SVA	\$ 30,000
Other Predevelopment Costs		\$ 25,000
Exterior Signage		\$ 75,000
<u>Insurance</u>		
General Liability	Robertson Ryan	\$ 10,000
Builder's Risk	Robertson Ryan	\$ 15,000
<u>Geothermal Add-Ons</u>		
Geo Well Design	MEP	\$ 13,240
Geo Well Drilling	Tri County Well	\$ 53,745
Geo Permit	Tri County Well	\$ 1,500
<u>Off-site Laundry Facility</u>		
Equipment	TBD	\$ 100,000
Construction	TBD	\$ 50,000
<u>Development Fees</u>		
Fees	Weber Holdings	\$ 1,000,000
Total		\$ 26,420,122



The Charmant

9/8/14

Preconstruction Schedule



	Description	Start	Complete
1	Mobilization	September 15, 2014	September 19, 2014
2	Demolition	September 22, 2014	October 31, 2014
3	MEP Rough In	October 12, 2014	February 6, 2015
4	5th Floor Addition	November 3, 2014	December 12, 2014
5	2nd Floor Framing & Rough In	October 13, 2014	November 21, 2014
6	3rd Floor Framing & Rough In	November 3, 2014	December 12, 2014
7	4th Floor Framing & Rough In	November 24, 2014	January 2, 2015
8	5th Floor Framing & Rough In	December 15, 2014	January 23, 2015
9	Lower Level Framing & Rough In	December 29, 2014	February 6, 2015
10	1st Floor Framing & Rough In	January 12, 2015	February 20, 2015
11	2nd Floor Finishes	December 15, 2014	February 9, 2015
12	3rd Floor Finishes	January 19, 2015	March 13, 2015
13	4th Floor Finishes	February 16, 2015	April 10, 2015
14	5th Floor Finishes	March 16, 2015	May 8, 2015
15	Lower Level Finishes	April 20, 2015	June 12, 2015
16	1st Floor Finishes	May 11, 2015	June 26, 2015
17	Tuck-pointing	March 16, 2015	May 29, 2015
18	Street Work	May 4, 2015	June 19, 2015
19	Occupancy Permit		July 2, 2015
20	FF&E & Training	July 6, 2014	July 31, 2015
21	Opening Date		July 31, 2015

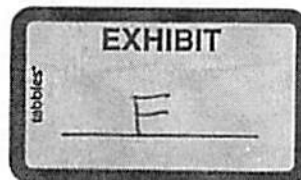


EXHIBIT G-1
MONETARY OBLIGATION EXAMPLE
 (Charmant Hotel Development Agreement)
 (without WEDC funding)

Tax Year (Valuation Date)	Base Year 1/1/2015	Guarantee 1/1/2016	1/1/2017	1/1/2018	1/1/2019	1/1/2020
Base Value of Property	0.00	0.00	0.00	0.00	0.00	0.00
New Construction 2015 (0.5% appreciation)		7,000,000.00	7,035,000.00	7,070,175.00	7,105,525.88	7,141,053.50
Total Assessed Value (Value Increment)		7,000,000.00	7,035,000.00	7,070,175.00	7,105,525.88	7,141,053.50
Mill Rate	0.028	0.028	0.028	0.028	0.028	0.028
<i>Tax Increment</i>		<i>196,000.00</i>	<i>196,980.00</i>	<i>197,964.90</i>	<i>198,954.72</i>	<i>199,949.50</i>
<i>Maximum tax increment available for disbursement</i>		<i>150,000.00</i>	<i>150,000.00</i>	<i>150,000.00</i>	<i>150,000.00</i>	<i>150,000.00</i>
City's Retainage of Cash Grant Disbursements:						
City's Allocation of Tax Increment (15%)		22,500.00	22,500.00	22,500.00	22,500.00	22,500.00
<i>City's Cumulative Retainage (\$112.5K Max.)</i>		<i>22,500.00</i>	<i>45,000.00</i>	<i>67,500.00</i>	<i>90,000.00</i>	<i>112,500.00</i>
<i>Cash Grants yet to be Retained (\$112.5K Max.)</i>	<i>112,500.00</i>	<i>90,000.00</i>	<i>67,500.00</i>	<i>45,000.00</i>	<i>22,500.00</i>	<i>0.00</i>
Developer's Cash Grant Disbursements:						
Developer's Allocation of Tax Increment (85%)		127,500.00	127,500.00	127,500.00	127,500.00	127,500.00
<i>Developer's Cumulative Cash Grants (\$637.5K Max.)</i>		<i>127,500.00</i>	<i>255,000.00</i>	<i>382,500.00</i>	<i>510,000.00</i>	<i>637,500.00</i>
<i>Developer's Aggregate Cash Grants Unpaid (\$637.5K Max.)</i>	<i>637,500.00</i>	<i>510,000.00</i>	<i>382,500.00</i>	<i>255,000.00</i>	<i>127,500.00</i>	<i>0.00</i>
Payment Date		9/1/2017	9/1/2018	9/1/2019	9/1/2020	9/1/2021

Note 1: Assume base value is zero; cash grants based on improvements only.
 Note 2: Assume 0.5% appreciation of assessed value.
 Note 3: max. tax increment available without WEDC funding = \$150K per year
 Note 4: Maximum cash grants are paid by September 1, 2021



EXHIBIT G-2
MONETARY OBLIGATION EXAMPLE
 (Charmant Hotel Development Agreement)
 (with WEDC funding)

Tax Year (Valuation Date)	Base Year 1/1/2015	Guarantee 1/1/2016	1/1/2017	1/1/2018	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Base Value of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
New Construction 2015 (0.5% appreciation)	7,000,000.00	7,000,000.00	7,035,000.00	7,070,175.00	7,105,535.58	7,141,053.50	7,176,755.77	7,212,642.57	7,248,705.78	7,284,949.31	7,321,374.05
Total Assessed Value (Value Increment)	7,000,000.00	7,000,000.00	7,035,000.00	7,070,175.00	7,105,535.58	7,141,053.50	7,176,755.77	7,212,642.57	7,248,705.78	7,284,949.31	7,321,374.05
Mill Rate	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028	0.028
Tax Increment	196,000.00	196,000.00	196,980.00	197,964.50	198,954.72	199,949.50	200,949.25	201,953.99	202,963.76	203,978.58	204,998.47
Maximum tax increment available for disbursement	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00
City's Retention of Cash Grant Disbursements: City's Allocation of Tax Increment (15%)	11,250.00	11,250.00	11,250.00	11,250.00	11,250.00	11,250.00	11,250.00	11,250.00	11,250.00	11,250.00	11,250.00
City's Cumulative Retention (\$112.5K Max.)	11,250.00	22,500.00	33,750.00	45,000.00	56,250.00	67,500.00	78,750.00	89,999.99	101,250.00	112,500.00	123,750.00
Cash Grants yet to be Received (\$112.5K Max.)	112,500.00	101,250.00	90,000.00	78,750.00	67,500.00	56,250.00	45,000.00	33,750.00	22,500.00	11,250.00	0.00
Developer's Cash Grant Disbursements: Developer's Allocation of Tax Increment (85%)	63,750.00	63,750.00	63,750.00	63,750.00	63,750.00	63,750.00	63,750.00	63,750.00	63,750.00	63,750.00	63,750.00
Developer's Cumulative Cash Grants (\$637.5K Max.)	63,750.00	127,500.00	191,250.00	255,000.00	318,750.00	382,500.00	446,250.00	510,000.00	573,750.00	637,500.00	637,500.00
Developer's Aggregate Cash Grants Unpaid (\$637.5K Max.)	637,500.00	573,750.00	510,000.00	446,250.00	382,500.00	318,750.00	255,000.00	191,250.00	127,500.00	63,750.00	0.00
Payment Date		9/1/2017	9/1/2018	9/1/2019	9/1/2020	9/1/2021	9/1/2022	9/1/2023	9/1/2024	9/1/2025	9/1/2026

Note 1: Assume base value is zero; cash grants based on improvements only.

Note 2: Assume 0.5% appreciation of assessed value.

Note 3: max. tax increment available with WEDC funding = \$75K per year

Note 4: Maximum cash grants are paid by September 1, 2026

GUARANTY

The undersigned unconditionally guarantees to the **City of La Crosse, Wisconsin**, a municipal corporation of the State of Wisconsin, whose address is City Hall, 400 La Crosse Street, La Crosse, Wisconsin 54601 (the "City"), payment when due whether by stated maturity, demand, acceleration or otherwise, of all existing and future indebtedness to the City of **The Charmant Hotel, LLC** (jointly and severally the "Developer"), howsoever this indebtedness has been or may be incurred or evidenced, whether absolute or contingent, direct or indirect, voluntary or involuntary, liquidated or unliquidated, joint and several, and whether or not known to the undersigned at the time of this Guaranty or at the time any future indebtedness is incurred (the "Indebtedness").

The Indebtedness guaranteed by this Guaranty includes without limit: (a) all Indebtedness of the Developer to the City, including Indebtedness evidenced by any promissory notes; (b) all obligations or liabilities of the Developer to the City arising under any guaranty where the Developer has guaranteed the payment of Indebtedness owing to the City from a third party; (c) all obligations or liabilities of the Developer to the City arising out of any other agreement by the Developer, including without limit any development agreement and/or any agreement to indemnify the City for environmental liability or to clean up hazardous waste; (d) all Indebtedness, obligations or liabilities for which the Developer would otherwise be liable to the City were it not for the invalidity, irregularity or unenforceability of them because of any bankruptcy, insolvency or other law or order of any kind; (e) all amendments, modifications, renewals and/or extensions of any of the above, including without limit amendments, modifications, renewals and/or extensions that are evidenced by new or additional instruments, documents or agreements; and (f) all costs and expenses of collecting Indebtedness, including without limit reasonable attorney fees.

The undersigned waive(s) notice of acceptance of this Guaranty and presentment, demand, protest, notice of protest, dishonor, notice of dishonor, notice of default, notice of intent to accelerate or demand payment of any Indebtedness, and diligence in collecting any Indebtedness. The undersigned agree(s) that the City may (a) modify the terms of any Indebtedness, (b) compromise, extend, increase, accelerate, or renew any or all Indebtedness, (c) forbear to enforce payment of any or all Indebtedness, or (d) permit the Developer to incur additional Indebtedness, all without notice to the undersigned and without affecting the unconditional obligation of undersigned under this Guaranty. The undersigned further waive(s) any and all other notices to which the undersigned might otherwise be entitled. The undersigned acknowledge(s) and agree(s) that the liabilities created by this Guaranty are direct and are not conditioned upon the City's pursuit of any remedy it may have against the Developer, any other person, or any security or collateral. The obligations of the undersigned under this Guaranty will not be affected or impaired by the invalidity, irregularity or unenforceability of any or all of the Indebtedness because of any bankruptcy, insolvency or other law or order of any kind or for any other reason. Additionally, no defense or setoff available at any time to the Developer will be a defense or setoff to the obligations of the undersigned under this Guaranty.

The undersigned deliver(s) this Guaranty based solely on the undersigned's independent investigation of the Developer's financial condition and the undersigned is (are) not relying on any information furnished by the City. The undersigned assume(s) full responsibility for obtaining any further information concerning the Developer's financial condition, the status of the Indebtedness, or any other matter that the undersigned may deem necessary or appropriate from time to time. The undersigned waive(s) any duty on the City's part, and agree(s) that it is not relying upon nor expecting the City to disclose to the undersigned any fact now or later known by the City, whether relating to (a) the Developer's operations or its conditions, (b) the existence, liabilities or financial condition of any co-guarantor of the Indebtedness, (c) the occurrence of any default with respect to the Indebtedness, or otherwise, notwithstanding any effect these facts may have upon the undersigned's risk under this Guaranty or the undersigned's rights against the City. The undersigned knowingly accept(s) the full range of risk encompassed in this Guaranty, which risk includes without limit the possibility that the Developer may incur Indebtedness to the City after the Developer's financial condition or its ability to pay its debts as they mature, has deteriorated.



The undersigned represent(s) and warrant(s) that: (a) the City has made no representation to the undersigned as to the Developer's creditworthiness; and (b) the undersigned has (have) established adequate means of obtaining from the Developer on a continuing basis financial and other information pertaining to the Developer's financial condition. The undersigned shall keep itself adequately informed of any facts, events or circumstances that might in any way affect the risks of the undersigned under this Guaranty.

The undersigned subordinate(s) any claim of any nature that the undersigned now or later has (have) against the Developer to and in favor of all Indebtedness. The undersigned shall not accept payment or satisfaction of any claim that the undersigned now or later may have against the Developer without the City's prior written consent. Should the undersigned receive any payment, distribution, security, or proceeds upon or with respect to any claim that the undersigned now or may later have against the Developer, the undersigned shall immediately deliver the same to the City in the form received (except for endorsement or assignment by the undersigned where required by the City) for application on the Indebtedness, whether matured or unmatured. Until delivered by the undersigned, such payment, distribution, security, or proceeds will be held in trust by the undersigned as the property of the City. The undersigned further assign(s) to the City as collateral for the obligations of the undersigned under this Guaranty all claims of any nature that the undersigned now or later has (have) against the Developer with full right on the City's part, in its own name or in the name of the undersigned, to collect and enforce these claims.

The undersigned agree(s) that no security now or later held by the City for the payment of any Indebtedness, whether from the Developer, any guarantor, or otherwise, and whether in the nature of a security interest, pledge, lien, assignment, setoff, suretyship, guaranty, indemnity, insurance or otherwise, will affect in any manner the unconditional obligation of the undersigned under this Guaranty. The City, in its sole discretion, without notice to the undersigned, may release, exchange, enforce and otherwise deal with any security without affecting in any manner the unconditional obligation of the undersigned under this Guaranty. The undersigned acknowledge(s) and agree(s) that the City has no obligation to acquire or perfect any lien on or security interest in any asset(s), whether realty or personalty, to secure payment of the Indebtedness, and the undersigned is (are) not relying upon any assets(s) in which the City has or may have a lien or security interest for payment of the Indebtedness.

The undersigned acknowledge(s) that the effectiveness of this Guaranty is not conditional on any or all of the Indebtedness being guaranteed by anyone else.

Until the Indebtedness is irrevocably paid in full, the undersigned waive(s) any and all rights to be subrogated to the City's position or have the benefit of any lien, security interest or other guaranty now later held by the City for the Indebtedness or to enforce any remedy that the City now or later has against the Developer or any other person. Until the Indebtedness is irrevocably paid in full, the undersigned shall have no right to reimbursement, indemnity, contribution or other right of recourse to or with respect to the Developer or any other person. The undersigned shall indemnify and hold harmless the City from and against any and all claims, actions, damages, costs and expenses, including without limit reasonable attorney fees, incurred by the City in connection with the undersigned's exercise of any right of subrogation, contribution, indemnification or recourse with respect to this Guaranty. The City has no duty to enforce or protect any rights which the undersigned may have against the Developer or any other person and the undersigned assume(s) full responsibility for enforcing and protecting these rights.

Notwithstanding any provision of the preceding paragraph or anything else in this Guaranty to the contrary, if any of the undersigned is or becomes an "insider" or "affiliate" (as defined in Section 101 of the United States Bankruptcy Code (11 U.S.C. §101 et seq.), as it may be amended (the "Bankruptcy Code")) with respect to the Developer, then that undersigned irrevocably and absolutely waives any and all rights of subrogation, contribution, indemnification, recourse, reimbursement and any similar rights against the Developer (or any other guarantor) with respect to this Guaranty, whether such rights arise under an express or implied contract or by operation of law. It is the intention of the parties that the undersigned shall not be (or be deemed to be) a "creditor" (as defined in Section 101 of the Bankruptcy Code) of the Developer (or any other guarantor) by

reason of the existence of this Guaranty in the event that the Developer becomes a debtor in any proceeding under the Bankruptcy Code. This waiver is given to induce the City to enter into certain written contracts with the Developer included in the Indebtedness. The undersigned warrant(s) and agree(s) that none of the City's rights, remedies or interests will be impaired directly or indirectly because of any of the undersigned's status as an "insider" of the Developer, and the undersigned shall take any action and shall execute any document that the City may request in order to effectuate this warranty to the City.

If two or more guarantors guarantee any Indebtedness, the obligation of the undersigned will be several and also joint. The City may enforce this Guaranty against each of the undersigned severally, any two or more jointly, or some severally and/or some jointly. The City, in its sole discretion, may release any one or more of the guarantors for any consideration which the City deems adequate. The City may fail or choose not to prove a claim against the estate of any bankrupt, insolvent, incompetent, or deceased guarantor; and after failing or choosing not to prove a claim, and without notice to any other guarantor, the City may extend or renew any or all Indebtedness and may permit the Developer to incur additional Indebtedness without affecting the unconditional obligation of the remaining guarantor(s). However, such action by the City will not be deemed to affect any right to contribution that may exist among the guarantors.

Any of the undersigned may terminate their obligation under this Guaranty as to future Indebtedness (except as provided below) by (a) delivering written notice of termination to the City and (b) receiving from the City Clerk, 400 La Crosse Street, La Crosse, Wisconsin, 54601, of the City written acknowledgement of delivery. The termination will not be effective until the 45th day following the City's written acknowledgement of delivery (the "Termination Date"). Any termination will not affect in any way the terminating guarantor's unconditional obligations as to (a) any Indebtedness existing at the Termination Date, which includes any modifications, extensions or renewals of such existing Indebtedness and (b) any Indebtedness created after the Termination Date if that Indebtedness was created pursuant to any commitment or agreement of the City that existed as of Termination Date. The terminating guarantor shall remain obligated for such existing and/or committed Indebtedness of Developer until fully and irrevocably paid to the City.

Any guarantor termination will not affect the unconditional obligations of the remaining guarantor(s) regardless of whether or not the remaining guarantors knew of the termination. The City has no duty to give notice of termination by any guarantor(s) to any remaining guarantor(s). In the event that the Developer sues, makes a claim, or files an action against the City because the City modifies or terminates the Indebtedness or refuses to extend additional credit to the Developer following any guarantor termination, the undersigned (including the terminating guarantor) shall indemnify and hold harmless the City against all claims, damages, costs and expenses, including without limit reasonable attorney fees related to such suit, claim or action.

Notwithstanding any prior revocation, termination, surrender or discharge of this Guaranty (or of any lien, pledge or security interest securing this Guaranty) in whole or in part, the effectiveness of this Guaranty, and all liens, pledges and security interests securing this Guaranty, will automatically continue or be reinstated, as the case may be, in the event that (a) any payment received or credit given by the City in respect of the Indebtedness is returned, disgorged or rescinded as a preference, impermissible setoff, fraudulent conveyance, diversion of funds or otherwise under any applicable state or federal law, including without limit, laws pertaining to bankruptcy or insolvency, in which case this Guaranty, and all liens, pledges and security interests securing this Guaranty will be enforceable against the undersigned as if the returned, disgorged or rescinded payment or credit had not been received or given by the City, and whether or not the City relied upon this payment or credit or changed its position as a consequence of it; or (b) any liability is imposed, or sought to be imposed against the City relating to the environmental condition of, or the presence of hazardous or toxic substances on, in or about, any property given as collateral to the City by the Developer, whether this condition is known or unknown, now exists or later arises (excluding only conditions caused by the wrongful act or omission of the City after it acquires such property (foreclosure, in lieu of foreclosure or otherwise)), in which case this Guaranty, and all liens, pledges and security interests securing this Guaranty will be enforceable against the undersigned to the extent of all liability, costs and expenses (including without limit reasonable attorney fees) incurred by the City as the direct or indirect result of any environmental condition or hazardous or toxic substances. In the event of

continuation or reinstatement of this Guaranty and the liens, pledges and security interests securing it, the undersigned agree(s) upon demand by the City to execute and deliver to the City those documents that the City determines are appropriate to further evidence (in the public records or otherwise) this continuation or reinstatement, although the failure of the undersigned to do will not affect in any way the reinstatement or continuation. If the undersigned do(es) not execute and deliver to the City upon demand such documents, the City and each City official or employee is irrevocably appointed (which appointment is coupled with an interest) the true and lawful attorney of the undersigned (with full power of substitution) to execute and deliver such documents in the name and on behalf of the undersigned. For purposes of this Guaranty, "environmental condition" includes without limitation, conditions existing with respect to the surface or ground water, drinking water supply, land surfaces or subsurfaces and the air; and "hazardous or toxic substances" will include any and all substances now or later determined by any federal, state or local authority to be hazardous or toxic, or otherwise regulated by any of these authorities.

The undersigned further agree(s) that, with respect to the limitation, if any, stated in the Additional Provisions below on the amount of principal guaranteed under the Guaranty, (a) the limitation will not limit the amount of the Developer's Indebtedness to the City; (b) any payments by the undersigned will not reduce the maximum liability of the undersigned under this Guaranty; and (c) the liability of the undersigned to the City will at all times be deemed to be the aggregate liability of the undersigned under this Guaranty and any other guaranties previously or later given to the City by the undersigned and not expressly revoked, modified or invalidated in writing.

The undersigned waive(s) any right to require the City to: (a) proceed against any person, including without limit the Developer; (b) proceed against or exhaust any security or collateral provided by the Developer or any other person; (c) give notice of the terms, time and place of any public or private sale of personal property security held from the Developer or any other person or otherwise comply with the provisions of revised Article 9 of the Uniform Commercial Code as adopted by Wisconsin or other applicable jurisdiction; (d) pursue any other remedy in the City's power; or (e) make any presentments or demands for performance, or give any notices of nonperformance, protests, notices of protest, or notices of dishonor in connection with any other obligations or evidences of Indebtedness held by the City as security, or in connection with any other obligations or evidences of Indebtedness that constitute in whole or in part Indebtedness or in connection with the creation of new or additional Indebtedness.

The undersigned authorize(s) the City, either before or after termination of this Guaranty, without notice to or demand on the undersigned and without affecting the undersigned's liability under this Guaranty, from time to time to: (a) apply any security and direct the order or manner of sale of it, including without limit a non-judicial sale permitted by the terms of the controlling security agreement, mortgage or deed of trust, as the City in its discretion may determine; (b) release or substitute any one or more of the endorsers or any other guarantors of the Indebtedness; and (c) apply payments received by the City from the Developer to any Indebtedness of the Developer to the City, in such order as the City will determine in its sole discretion, whether or not this Indebtedness is covered by this Guaranty, and the undersigned waive(s) any provision of law regarding application of payments which specifies otherwise. The City may without notice assign this Guaranty in whole or in part. Upon the City's request, the undersigned agree(s) to provide to the City copies of the undersigned's financial statements and filed federal income tax returns.

The undersigned waive(s) any defense based upon or arising by reason of (a) any disability or other defense of the Developer or any other person; (b) the cessation or limitation from any cause whatsoever, other than final and irrevocable payment in full, of the Indebtedness; (c) any lack of authority of any officer, director, member, partner, agent or other person acting or purporting to act on behalf of the Developer which is a corporation, limited liability company, partnership or other type of entity, or any defect in the Developer's formation; (d) the application by the Developer of the proceeds of any Indebtedness for purposes other than those purposes represented by the Developer to the City or intended or understood by the City or the undersigned; (e) any act or omission by the City that directly or indirectly results in or aids the discharge of the Developer or any Indebtedness by operation of law or otherwise; or (f) any modification of the Indebtedness in any form

whatsoever, including without limit any modification made after effective termination, and including without limit, renewal, extension, acceleration, or other change in time for payment of the Indebtedness, or other change in the terms of the Indebtedness, including without limit increase or decrease of the interest rate. The undersigned waive(s) any defense the undersigned may have based upon any election of remedies by the City which destroys the undersigned's subrogation rights or the undersigned's right to proceed against the Developer for reimbursement, including without limit any loss of rights the undersigned may suffer by reason of any rights, powers or remedies of the Developer in connection with any anti-deficiency, appraisal or valuation laws or any other laws limiting, qualifying or discharging any Indebtedness.

The undersigned acknowledge(s) that the City has the right to sell, assign, transfer, negotiate, or grant participations in all or any part of the Indebtedness and any related obligations, including without limit this Guaranty. In connection with exercise of that right, the City may disclose any documents and information that the City now or later acquires relating to the undersigned and this Guaranty, whether furnished by the Developer, the undersigned or otherwise. The undersigned further agree(s) that the City may disclose these document and information to the Developer.

The total obligation under this Guaranty shall be **UNLIMITED** unless specifically limited in the Additional Provisions of this Guaranty and this obligation (whether unlimited or limited to the extent indicated in the Additional Provisions) will include, **IN ADDITION TO** any limited amount of principal guaranteed, any and all interest on all Indebtedness and any and all costs and expenses of any kind, including without limit reasonable attorney fees, incurred by the City at any time(s) for any reason in enforcing any of the duties connected with this Guaranty, the Indebtedness or any other guaranty of the Indebtedness (including without limit reasonable attorney fees and other expenses incurred in any suit involving the conduct of the City, the Developer or the undersigned). All of these costs and expenses will be payable immediately by the undersigned when incurred by the City, without demand, and until paid will bear interest at the highest per annum rate applicable to the Indebtedness, but not in excess of the maximum rate permitted by law. Any reference in this Guaranty to attorney fees will be deemed a reference to fees, charges, costs and expenses of both the City's attorneys and outside counsel and paralegals, whether or not a suit or action is instituted, and to court costs if a suit or action is instituted, and whether attorney fees or court costs are incurred at the trial court level, in a bankruptcy, arbitration, administrative or probate proceeding, or otherwise. Any reference in the Additional Provisions or elsewhere (a) to this Guaranty being secured by certain collateral will **NOT** be deemed to limit the total obligation of the undersigned under this Guaranty or (b) to this Guaranty being limited in any respect will **NOT** be deemed to limit the total obligation of the undersigned under any prior or later guaranty given by the undersigned to the City.

The undersigned unconditionally and irrevocably waive(s) each and every defense and setoff of any nature that, under the principles of guaranty or otherwise, would operate to impair or diminish in any way the obligation of the undersigned under this Guaranty, and acknowledge(s) that each such waiver is by this reference incorporated into each security agreement, collateral assignment, pledge and/or other document from the undersigned now or later securing this Guaranty and/or the Indebtedness., and acknowledge(s) that the effectiveness of this Guaranty is subject to no conditions of any kind.

This Guaranty will remain effective with respect to successive transactions which will either continues the Indebtedness, increase or decrease it, or from time to time create new Indebtedness after all or any prior Indebtedness has been satisfied, until this Guaranty is terminated in the manner and to the extent provided above.

The undersigned warrant(s) and agree(s) that each of the waivers set forth are made with the undersigned's full knowledge of their significance and consequences, and that under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any of these waivers are determined to be contrary to applicable public policy or law, these waivers will be effective only to the extent permitted by law.

This Guaranty constitutes the entire agreement of the undersigned and the City with respect to the subject matter of this Guaranty. No waiver, consent, modification or change of the terms of this Guaranty will bind any of the undersigned or the City unless in writing and signed by the waiving party or an authorized officer of the waiving party, and then this waiver, consent, modification or change will be effective only in the specific instance and to for the specific purpose given. This Guaranty will inure to the benefit of the City and its successors and assigns. This Guaranty will be binding on the undersigned and the undersigned's heirs, legal representatives, successors and assigns, including without limit any debtor in possession or trustee in bankruptcy for any of the undersigned. The undersigned has (have) knowingly and voluntarily entered into this Guaranty in good faith for the purpose of inducing the City to extend credit or make other financial accommodations to the Developer, and the undersigned acknowledge(s) that the terms of this Guaranty are reasonable. If any provision of this Guaranty is unenforceable in whole or in part for any reason, the remaining provisions will continue to be effective.

ADDITIONAL PROVISIONS:

THIS GUARANTY WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN. THE UNDERSIGNED AND THE CITY EXPRESSLY AGREE TO (a) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF WISCONSIN, (b) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN LA CROSSE COUNTY, WISCONSIN, AND (c) WAIVE ANY RIGHT TO TRIAL BY JURY

Notwithstanding anything to the contrary contained herein:

-this Guaranty is limited only to obligations of The Charmant Hotel, LLC (Developer) under the Charmant Hotel Development Agreement dated ____ with the City of LaCrosse, Wisconsin (Development Agreement);

-this Guaranty is limited to amounts actually received by Developer as Monetary Obligations under that Development Agreement; and

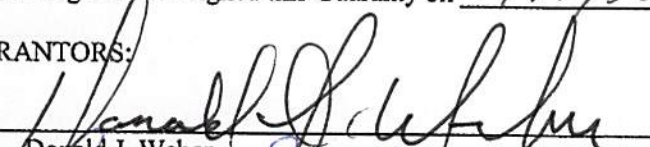
-this Guaranty may only be exercised after a default by Developer under the Development Agreement has been declared, with notices to Developer and Guarantors, and the expiration of any cure periods thereunder, and only if Developer has not made the cure within that time.

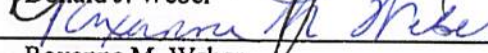
This Guaranty shall automatically terminate if the Development Agreement is terminated under the provisions of Section 8.13 of that document.

Any financial information which Guarantor is obligated to provide shall be provided to the City's financial advisor, so as to prevent, to the fullest extent available, such private documents from becoming Open Records. Notices to Guarantor must be personally served or sent certified, registered mail or by FedEx or similar overnight carrier to Guarantor's address below with a copy to _____.

The undersigned have signed this Guaranty on 12/22/2014, 2014.

GUARANTORS:

By: 
Donald J. Weber

By: 
Roxanne M. Weber

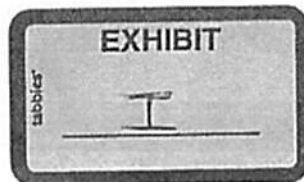
GUARANTORS' ADDRESS:

145 17th Place South
La Crosse WI 54601
25649-0007/15671794.2

EXHIBIT I

Class II Wage Scale Email

[attached]



Matty, Stephen

From: Patros, Nathan
Sent: Tuesday, September 30, 2014 12:08 PM
To: Matty, Stephen
Cc: Buddenhagen, Brenda; Peterson, Amy
Subject: RE: File: A14-00402 Charmant Hotel Development Agreement
Attachments: La Crosse County Income Averages.pdf

Here you go Stephen,

Class II is the average between Class I and Class III. Class III is La Crosse County's estimated household income, plus the margin of error. The attached document was downloaded from the US Census website. Links to each source are in the table below.

*($\$46,058 + \441 margin of error)

Class	Hourly (2080 hrs)	Yearly	Description	Source
I	\$22.36	\$46,499	Estimated Household Income-La Crosse County, American Community Survey 5-Year Estimates*	<u>US Census: INCOME IN THE PAST 12 MONTHS (IN 2012 INFLATION-ADJUSTED DOLLARS) 2008-2012 American Community Survey 5-Year Estimates (\$46,058 + margin of error \$441)</u>
II	\$17.48		Mean average between Class I and Class II	
III	\$12.61	\$26,235	Living wage based on 110% of the poverty guidelines for a family of 4	<u>U.S. Department of Health and Human Services: 2014 Poverty Guidelines</u>

*I used the lessor of the three averages - La Crosse County Household Income ($\$46,058 + \441 margin of error). See attachment.

Nathan Patros
Associate Planner - Economic Development
City of La Crosse Planning Department
400 La Crosse St.
La Crosse, WI 54601
(608) 789-4908
www.grandrivergreatcity.com



S1901

INCOME IN THE PAST 12 MONTHS (IN 2012 INFLATION-ADJUSTED DOLLARS)

2008-2012 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

Subject	La Crosse County, Wisconsin				
	Households		Families		Married-couple families
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate
Total	46,058	+/-441	27,781	+/-541	22,099
Less than \$10,000	6.2%	+/-0.7	3.0%	+/-0.7	0.8%
\$10,000 to \$14,999	5.9%	+/-0.6	2.3%	+/-0.6	0.8%
\$15,000 to \$24,999	11.5%	+/-0.9	6.2%	+/-1.1	4.0%
\$25,000 to \$34,999	10.6%	+/-0.8	8.1%	+/-1.0	6.1%
\$35,000 to \$49,999	15.0%	+/-1.1	13.0%	+/-1.3	11.1%
\$50,000 to \$74,999	19.6%	+/-1.0	22.2%	+/-1.4	23.3%
\$75,000 to \$99,999	14.5%	+/-0.9	20.3%	+/-1.3	23.7%
\$100,000 to \$149,999	11.2%	+/-0.8	16.7%	+/-1.1	20.1%
\$150,000 to \$199,999	3.2%	+/-0.4	4.7%	+/-0.7	5.8%
\$200,000 or more	2.3%	+/-0.4	3.4%	+/-0.6	4.2%
Median income (dollars)	50,771	+/-1,231	68,728	+/-1,694	78,316
Mean income (dollars)	63,620	+/-1,505	80,137	+/-2,280	90,468
PERCENT IMPUTED					
Household income in the past 12 months	21.1%	(X)	(X)	(X)	(X)
Family income in the past 12 months	(X)	(X)	19.8%	(X)	(X)
Nonfamily income in the past 12 months	(X)	(X)	(X)	(X)	(X)

Subject	La Crosse County, Wisconsin		
	Married-couple families	Nonfamily households	
	Margin of Error	Estimate	Margin of Error
Total	+/-537	18,277	+/-594
Less than \$10,000	+/-0.4	12.4%	+/-1.5
\$10,000 to \$14,999	+/-0.3	11.3%	+/-1.4
\$15,000 to \$24,999	+/-0.8	20.1%	+/-1.8
\$25,000 to \$34,999	+/-1.0	15.6%	+/-1.4
\$35,000 to \$49,999	+/-1.3	17.8%	+/-1.9
\$50,000 to \$74,999	+/-1.6	14.5%	+/-1.7
\$75,000 to \$99,999	+/-1.4	4.6%	+/-0.9
\$100,000 to \$149,999	+/-1.3	2.2%	+/-0.7
\$150,000 to \$199,999	+/-0.8	1.0%	+/-0.5
\$200,000 or more	+/-0.7	0.5%	+/-0.3
Median income (dollars)	+/-1,499	28,955	+/-1,380
Mean income (dollars)	+/-2,783	36,352	+/-1,456
PERCENT IMPUTED			
Household income in the past 12 months	(X)	(X)	(X)
Family income in the past 12 months	(X)	(X)	(X)
Nonfamily income in the past 12 months	(X)	21.4%	(X)

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

While the 2008-2012 American Community Survey (ACS) data generally reflect the December 2009 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2000 data. Boundaries for urban areas have not been updated since Census 2000. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2008-2012 American Community Survey

Explanation of Symbols:

1. An '***' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An '-.' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An '+.' following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An '****' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An '*****' entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
8. An '(X)' means that the estimate is not applicable or not available.

S1901

INCOME IN THE PAST 12 MONTHS (IN 2012 INFLATION-ADJUSTED DOLLARS)
2008-2012 American Community Survey 5-Year Estimates

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Subject	United States							
	Households		Families		Married-couple families		Nonfamily households	
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Total	115,226,802	+/-238,575	78,595,648	+/-216,987	56,428,122	+/-278,062	38,631,254	+/-40,816
Less than \$10,000	7.2%	+/-0.1	4.8%	+/-0.1	1.8%	+/-0.1	13.6%	+/-0.1
\$10,000 to \$14,999	5.4%	+/-0.1	3.2%	+/-0.1	1.8%	+/-0.1	10.3%	+/-0.1
\$15,000 to \$24,999	10.7%	+/-0.1	6.1%	+/-0.1	6.4%	+/-0.1	18.5%	+/-0.1
\$25,000 to \$34,999	10.4%	+/-0.1	9.1%	+/-0.1	7.3%	+/-0.1	13.3%	+/-0.1
\$35,000 to \$49,999	13.7%	+/-0.1	13.2%	+/-0.1	12.1%	+/-0.1	14.7%	+/-0.1
\$50,000 to \$74,999	19.2%	+/-0.1	19.3%	+/-0.1	20.2%	+/-0.1	15.2%	+/-0.1
\$75,000 to \$99,999	12.2%	+/-0.1	14.4%	+/-0.1	18.8%	+/-0.1	7.3%	+/-0.1
\$100,000 to \$149,999	12.6%	+/-0.1	16.0%	+/-0.1	19.8%	+/-0.1	5.7%	+/-0.1
\$150,000 to \$199,999	4.6%	+/-0.1	6.2%	+/-0.1	7.5%	+/-0.1	1.7%	+/-0.1
\$200,000 or more	4.6%	+/-0.1	6.0%	+/-0.1	7.8%	+/-0.1	1.7%	+/-0.1
Median income (dollars)	63,046	+/-85	64,585	+/-190	77,484	+/-181	31,798	+/-70
Mean income (dollars)	73,034	+/-122	85,085	+/-201	99,048	+/-182	48,225	+/-100
PERCENT IMPUTED								
Household income in the past 12 months	27.9%	(X)	(X)	(X)	(X)	(X)	(X)	(X)
Family income in the past 12 months	(X)	(X)	28.3%	(X)	(X)	(X)	(X)	(X)
Nonfamily income in the past 12 months	(X)	(X)	(X)	(X)	(X)	(X)	25.4%	(X)

Source: U.S. Census Bureau, 2008-2012 American Community Survey

Explanation of Symbols:

An "..." entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.

An "..." entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.

An "..." following a median estimate means the median falls in the lowest interval of an open-ended distribution.

An "..." following a median estimate means the median falls in the upper interval of an open-ended distribution.

An "..." entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.

An "..." entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.

An "N" entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.

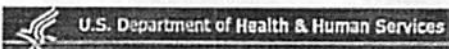
An "(X)" means that the estimate is not applicable or not available.

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

While the 2008-2012 American Community Survey (ACS) data generally reflect the December 2009 Office of Management and Budget (OMB) definitions of metropolitan and nonmetropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2000 data. Boundaries for urban areas have not been updated since Census 2000. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau | American FactFinder



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2014 Poverty Guidelines

One Version of the [U.S.] Federal Poverty Measure

[[Federal Register Notice, January 24, 2013](#) — Full text]

[[Prior Poverty Guidelines and Federal Register References Since 1982](#)]

[[Frequently Asked Questions \(FAQs\)](#)]

[[Further Resources on Poverty Measurement, Poverty Lines, and Their History](#)]

[[Computations for the 2014 Poverty Guidelines](#)]

The following figures are the 2014 HHS poverty guidelines which are scheduled to be published in the Federal Register on January 22, 2014. (Additional information will be posted after the guidelines are published.)

2014 POVERTY GUIDELINES FOR THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA

Persons in family/household	Poverty guideline
1	\$11,670
2	15,730
3	19,790
4	23,850
5	27,910
6	31,970
7	36,030
8	40,090
For families/households with more than 8 persons, add \$4,060 for each additional person.	

2014 POVERTY GUIDELINES FOR ALASKA

Persons in family/household	Poverty guideline
1	\$14,580
2	19,660
3	24,740
4	29,820
5	34,900
6	39,980
7	45,060
8	50,140
For families/households with more than 8 persons, add \$5,080 for each additional person.	

2014 POVERTY GUIDELINES FOR HAWAII

Persons in family/household	Poverty guideline
1	\$13,420
2	18,090
3	22,760
For families/households with more than 8 persons, add \$4,670 for each additional person.	

Persons in family/household	Poverty guideline
4	27,430
5	32,100
6	36,770
7	41,440
8	46,110
For families/households with more than 8 persons, add \$4,670 for each additional person.	

The separate poverty guidelines for Alaska and Hawaii reflect Office of Economic Opportunity administrative practice beginning in the 1966–1970 period. Note that the poverty thresholds — the original version of the poverty measure — have never had separate figures for Alaska and Hawaii. The poverty guidelines are not defined for Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, the Republic of the Marshall Islands, the Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, and Palau. In cases in which a Federal program using the poverty guidelines serves any of those jurisdictions, the Federal office which administers the program is responsible for deciding whether to use the contiguous-states-and-D.C. guidelines for those jurisdictions or to follow some other procedure.

The poverty guidelines apply to both aged and non-aged units. The guidelines have never had an aged/non-aged distinction; only the Census Bureau (statistical) poverty thresholds have separate figures for aged and non-aged one-person and two-person units.

Programs using the guidelines (or percentage multiples of the guidelines — for instance, 125 percent or 185 percent of the guidelines) in determining eligibility include Head Start, the Supplemental Nutrition Assistance Program (SNAP), the National School Lunch Program, the Low-Income Home Energy Assistance Program, and the Children's Health Insurance Program. Note that in general, cash public assistance programs (Temporary Assistance for Needy Families and Supplemental Security Income) do NOT use the poverty guidelines in determining eligibility. The Earned Income Tax Credit program also does NOT use the poverty guidelines to determine eligibility. For a more detailed list of programs that do and don't use the guidelines, see the [Frequently Asked Questions \(FAQs\)](#).

The poverty guidelines (unlike the poverty thresholds) are designated by the year in which they are issued. For instance, the guidelines issued in January 2014 are designated the 2014 poverty guidelines. However, the 2014 HHS poverty guidelines only reflect price changes through calendar year 2013; accordingly, they are approximately equal to the Census Bureau poverty thresholds for calendar year 2013. (The 2013 thresholds are expected to be issued in final form in September 2014; a preliminary version of the 2013 thresholds is now available from the Census Bureau.)

The poverty guidelines may be formally referenced as "the poverty guidelines updated periodically in the *Federal Register* by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2)."

Go to [Further Resources on Poverty Measurement, Poverty Lines, and Their History](#)

Go to [Frequently Asked Questions \(FAQs\)](#)

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