

**City of Stevens Point**  
**SPECIAL COMMON COUNCIL MEETING**

**Lincoln Center**  
**1519 Water Street**

**November 14, 2011**  
**6:30 P.M.**

1. Roll Call
2. Discussion and Possible Action on a Development Agreement Regarding the Property Located at 1220 Briggs Court.
3. Adjournment.

Any person who has special needs while attending this meeting or needs agenda materials for this meeting should contact the City Clerk as soon as possible to ensure that reasonable accommodation can be made. The City Clerk can be reached by telephone at (715) 346-1569, TDD #346-1556, or by mail at 1515 Strongs Avenue, Stevens Point, WI 54481.

Copies of ordinances, resolutions, reports and minutes of the committee meetings are on file at the office of the City Clerk for inspection during the regular business hours from 7:30 A.M. to 4:00 P.M.



# Memo

**Michael Ostrowski, Director**

Community Development

City of Stevens Point

1515 Strongs Avenue

Stevens Point, WI 54481

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mostrowski@stevenspoint.com

## City of Stevens Point – Department of Community Development

To: Finance Committee and Common Council  
From: Michael Ostrowski  
CC:  
Date: 11/11/2011  
Re: Development Agreement – 1220 Briggs Court

Please find enclosed a copy of a development agreement between the City, Central Rivers Farmshed, Inc. and Elodin Holding, LLC for your consideration.

Central Rivers Farmshed (Farmshed) is proposing to transform the former downtown garden center into a model education and demonstration site that creates rich compost from local organic waste streams, maintains indoor and outdoor space and resources for growing plants, and manages a community kitchen for demonstrating seasonal food preparation and preservation processes. An informational brochure is attached.

Farmshed will be applying for a \$250,000.00 matching Community Foods Projects Competitive Grant from the U.S. Department of Agriculture National Institute of Food and Agriculture. In order to help renovate this property in a timely fashion, the group has asked for assistance from the City. The deadline for the grant is November 17, 2011, thus the reason for the special Common Council meeting on Monday.

The group plans on expanding nearly \$429,500.00 over 15 months. The proposed agreement provides for \$100,000.00 in financial assistance. The group has agreed in exchange for the \$100,000.00 in financial assistance to guarantee an assessed value on the improvements of not less than \$250,000.00. This assessed value of the improvements does not include the value of the land. The security within the agreement will come from a first mortgage on the property. If the City agrees to the proposed development agreement, the \$100,000.00 would be directed to physical improvements into the property, and not to be used for program or operational expenses. The disbursement of funds will be on a 50/50 basis with 50% coming from the City (not to exceed \$100,000.00) and the other 50% coming from other sources.

If you should have any questions, please do not hesitate to contact me.

# The Greenhouse Project

## Development Agreement

**Between the City of Stevens Point, Central Rivers Farmshed, Inc., and Elodin Holdings, LLC**

Adopted by the Finance Committee:  
Adopted by the Common Council:

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# Development Agreement

THIS DEVELOPMENT AGREEMENT is made and entered into as of the \_\_\_ day of \_\_\_, 2011 by and between the City of Stevens Point, Wisconsin, a Wisconsin municipal corporation (the "City"), The Central Rivers Farmshed, Inc., a Wisconsin corporation (the "Developer"), and Elodin Holdings, LLC a Wisconsin limited liability company (the "Owner").

## Recitals

**WHEREAS**, the City has, pursuant to authority granted in Wisconsin Statute Section 66.1105, created Tax Incremental District Number 6 ("hereafter referred to as "TID No. 6") for the purpose of eliminating blight within the district and promoting development consistent with the City's plans; and

**WHEREAS**, a farmshed is a network of people, businesses, organizations, and productive lands that create a local food economy; and

**WHEREAS**, the Owner has entered into a lease with the Developer for the use of Property; and

**WHEREAS**, the Developer plans to transform the downtown garden center located at 1220 Briggs Court (Development Site) into a model education and demonstration site that creates rich compost from local organic waste streams, maintains indoor and outdoor space and resources for growing plants, and manages a community kitchen for demonstrating seasonal food preparation and preservation processes; and

**WHEREAS**, the Developer plans to apply for a \$250,000.00 matching Community Foods Projects Competitive Grant from the U.S. Department of Agriculture National Institute of Food and Agriculture; and

**WHEREAS**, Developer has secured a portion of the matching funds for the grant; and

**WHEREAS**, the City is willing to provide financial assistance as set forth herein for a portion of the matching component of the grant, and has determined that this Agreement is in the public interest; and

**NOW THEREFORE**, in consideration of the promises and mutual obligations of the parties contained herein, each of them does hereby represent, covenant, and agree with the other as outlined in this Agreement.

## Purpose of Agreement

The parties hereto are entering into this Development Agreement for the renovation of a former greenhouse within the City of Stevens Point TID No. 6. Further, the parties have reached an understanding regarding participation in the future development and intend to enter into this Development Agreement to record the understandings and undertakings of the parties and to provide a framework within which the development may proceed.

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## **Part 1. Definitions**

As used in this Agreement, the following terms and/or phrases shall have the meanings indicated:

- A. "Act" means Wisconsin Statute Section 66.1105 which provides authority to the City to create TID 6.
- B. "Agreement" means this Development Agreement by and between the City, Developer, and Owner as the same may be from time to time amended.
- C. "Assessed Value of the Improvements" means the assessed value of the private improvements, such as buildings or structures. This value does not include the value of the land.
- D. "City" means the City of Stevens Point, Wisconsin.
- E. "Developer" means The Central Rivers Farmshed, Inc., properties or assigns.
- F. "Development" means the renovation of the Development Site as outlined in Exhibit A.
- G. "Development Costs" means the amounts expended by Developer for construction of the Private Improvements as required under Division 3.02 of this Agreement, which are estimated being approximately \$429,500.00, as outlined in Exhibit B.
- H. "Development Site" - The site generally bounded by in Exhibit C.
- I. "Owner" means Elodin Holdings, LLC, properties or assigns.
- J. "Private Improvements" means each and all of the private improvements specified in the plans described on Exhibit A and Exhibit B, but generally described as the improvements to the Development Site located within TID No. 6.
- K. "Property" includes the Development Site and Private Improvements.
- L. "Tax Increment" means as defined in Section 66.1105(2)(i) of the Wisconsin Statutes.
- M. "TID No. 6" means City of Stevens Point Tax Incremental District Number 6, and project plan created by City.

## **Part 2. Parties Warranties and Representations**

### **Division 2.01 City Representations**

The City makes the following representations as the basis for the undertaking on its part herein contained:

- A. The City is a municipal corporation and political subdivision organized under the laws of the State of Wisconsin.
- B. The City has the authority to enter into this Agreement and carry out its obligations hereunder pursuant to the authority granted to it by the Wisconsin Constitution and State law.
- C. The City proposes to provide assistance to Developer in accordance with the provisions of this Agreement.
- D. The activities of the City are undertaken for the purpose defined in Section 66.1105 of the Wisconsin Statutes.
- E. The parties signing below on behalf of the City have been fully authorized to execute this Agreement on behalf of the City.

## **Division 2.02      Developer Warranties and Representations**

The Developer makes the following warranties and representations as the basis for the undertaking on its part herein contained:

- A. The Central Rivers Farmshed, Inc. a Wisconsin corporation, duly organized and in good standing under the laws of the State of Wisconsin, and is not in violation of any provisions of its Articles of Organization, Operating Agreement or the laws of the State of Wisconsin, has the power to perform its obligations hereunder and has duly authorized the execution, delivery and performance of this Agreement by proper company action.
- B. Developer will control the construction of the Private Improvements on the Development Site.
- C. The parties signing below for Developer warrant that they have full power and authority to execute this Agreement on behalf of Developer, and to bind Developer to the Agreement.
- D. The construction of the Private Improvements on the Development Site by Developer would not occur but for the tax increment financing assistance being provided by the City hereunder.
- E. The funding provided by the City in Section 3.01.01 will be used solely for the purpose of Private Improvements and will not be used for the purposes of program, operational, or like costs.
- F. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with, or results in the breach of the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature

to which Developer is now a party or by which is bound, or constitutes a default under any of the foregoing.

### **Division 2.03      Owner Warranties and Representations**

The Owner makes the following warranties and representations as the basis for the undertaking on its part herein contained:

- A. Elodin Holdings, LLC is a Wisconsin corporation, duly organized and in good standing under the laws of the State of Wisconsin, and is not in violation of any provisions of its Articles of Organization, Operating Agreement or the laws of the State of Wisconsin, has the power to perform its obligations hereunder and has duly authorized the execution, delivery and performance of this Agreement by proper company action.
- B. Elodin Holdings, LLC is the legal title holder of the Development Site.
- C. The parties signing below for Owner warrant that they have full power and authority to execute this Agreement on behalf of Owner, and to bind Owner to the Agreement.
- D. Owner has entered into a valid and binding lease agreement with the Developer.

## **Part 3. Parties Undertakings**

### **Division 3.01      City Undertakings**

#### **Section 3.01.01      Tax Incremental Financing Grant**

To further promote the City's goal of reducing blight and its influences, the City agrees to provide to the Developer a grant in the amount of one-hundred thousand dollars (\$100,000.00) to be used solely for the renovation of the existing structures or additional physical improvements to the Development Site. Grant proceeds will be disbursed within five business days upon submittal of paid invoices at a rate of 50% of the amount paid, not to exceed the total amount of the grant.

Should the Developer not receive the matching Community Foods Projects Competitive Grant from the U.S. Department of Agriculture National Institute of Food and Agriculture, the City still will provide proceeds up to one-hundred thousand dollars (\$100,000.00) to be used solely for the renovation of the existing structures or additional physical improvements to the Development Site, as long as there is an equal private match.

### **Division 3.02      Developer Undertakings**

#### **Section 3.02.01      Permits and Approvals**

Developer's obligations under Division 3.02 are contingent on obtaining permits and

other governmental approvals necessary for the construction or renovation. Developer shall make all reasonable efforts to obtain such permits and approvals in a timely manner. Developer understands that this Agreement cannot obligate the City to issue any such permits or approvals.

### **Section 3.02.02 Development Costs and Value**

Developer contemplates expending approximately \$429,500 on construction of the Private Improvements on the Development Site. Upon completion, the Assessed Value of the Improvements on the Development Site, not including the value of the land, shall be at a minimum of \$250,000.00. The value shall be determined by the City Assessor's office. The Assessed Value of the Improvements on the Development Site, shall be reached within twenty four (24) months from the date of the signing of this Agreement.

### **Section 3.02.03 Payment in Lieu of Taxes**

In the event the Property, or any part of it, becomes exempt or partially exempt from property taxes, Developer shall pay to the City an amount equal to the property taxes that would otherwise have been paid as property taxes on the Property, annually, for the life of TID No. 6. The PILOT will be calculated on a \$250,000.00 Assessed Value of the Improvements on the Development Site, plus the current value of the land at the time the Property would become exempt from property taxes.

### **Section 3.02.04 Property Maintenance**

Following completion of the Private Improvements required under Division 3.02, Developer shall maintain the Property in a good and presentable condition and shall promptly repair any damage. Developer shall maintain adequate property insurance for such purpose.

## **Division 3.03 Owner Undertakings**

### **Section 3.03.01 Security**

Owner agrees to guarantee the performance of the Agreement by the Developer and Owner further agrees to provide to the City with Security as required in Part 4.

### **Section 3.03.02 Payment in Lieu of Taxes**

In the event the Property, or any part of it, becomes exempt or partially exempt from property taxes, Developer shall pay to the City an amount equal to the property taxes that would otherwise have been paid as property taxes on the Property, annually, for the life of TID No. 6. The PILOT will be calculated on a \$250,000.00 Assessed Value of the Improvements on the Development Site, plus the current value of the land at the time the Property would become exempt from property taxes.

## **Division 3.04 Conditions Precedent to Closing**

### **Section 3.04.01 Purpose**

The parties acknowledge that the Development will require substantial financial resources. While each party is willing and prepared to perform its obligations hereunder, the parties recognize that each must begin its performance under this Agreement and continue it up to the point of Closing without absolute assurance that the others will be able to raise and commit all the funds necessary for Closing.

#### **Section 3.04.02 Pre-Closing Undertakings of the City**

Prior to closing, the City agrees that it shall:

- A. Cooperate with the Developer and Owner to facilitate their performance under Section 3.04.03 and Section 3.04.04.
- B. Cooperate with Developer in applying for zoning and other permits necessary for the intended Development.
- C. Cooperate with the Developer and Owner so as to facilitate their performance under Division 3.02 and Division 3.03.
- D. The Developer acknowledges that various specific undertakings of the City described in Division 3.01 and Section 3.04.02 require approvals from City's Boards, Commissions, and/or Committees, the City's Common Council, as well as from governmental bodies external to the City, some of which approvals may require public hearings and other legal proceedings as conditions precedent thereto. The City's agreements under Division 3.01 and Section 3.04.02 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, they agree to use their best good faith efforts to obtain them on a timely basis.

#### **Section 3.04.03 Pre-Closing Undertakings of the Developer**

Prior to Closing, the Developer agrees that it shall:

- A. Cause to be organized one or more groups of individuals or corporate investors who collectively are committed to make the necessary equity investment in the Development.
- B. Prepare architectural drawings, plans, and specifications for the Development that are acceptable to the City.
- C. Obtain all necessary zoning and other approvals for the Development.
- D. Cooperate with the City and so as to facilitate their performance under Division 3.01, and Section 3.04.02.

#### **Section 3.04.04 Pre-Closing Undertakings of the Developer**

Prior to Closing, the Owner agrees that it shall:

- A. Provide the City with Security as indicated in Part 4.
- B. Cooperate with the City and so as to facilitate their performance under Division 3.01, and Section 3.04.02.

## **Part 4. Security**

### **Division 4.01 Amount and Type**

Owner shall grant to the City a Development Security in a form and manner acceptable to the City, cash or equivalent, in an amount of one hundred thousand dollars (\$100,000.00).

### **Division 4.02 Conditions of Release**

After the Assessed Value of the Improvements on the Development Site reaches at minimum two hundred and fifty thousand dollars (\$250,000.00), as indicated in Section 3.02.02, and maintains that amount for at least twelve (12) months, the Owner has the right to request the release of part or all of the pledged security. If the Assessed Value of the Improvements on the Development Site reaches two hundred and seventy five thousand dollars (\$275,000.00) or more, the Owner has the right to request the release of the of part or all of the pledged security without waiting the twelve (12) month period. The determination of the release of the security shall be approved by the Common Council after review and recommendation by the Finance Committee. However, the release of such security shall not release the Developer or Owner from its obligations under this Agreement.

## **Part 5. Assignment**

The rights, duties and obligations of the Developer hereunder may be assigned by Developer provided that prior to any such assignment Developer procures the written consent of the City to the assignment, which consent shall not be unreasonably withheld and which shall be deemed granted if not withheld by written notice to Developer from City given on or before forty five (45) days after Developer requests in writing that City consent to an assignment of this Agreement. This provision shall not apply to assignments by partners, shareholders or members of the Developer to other partners, shareholders or members of the Developer nor shall it apply to a sale or transfer of less than a majority interest of the Developer.

## **Part 6. Default Provisions**

### **Division 6.01 Notice of Default**

In the event either party is in default hereunder (the "Defaulting Party"), the other party (the "Non-defaulting Party") shall be entitled to take any action allowed by applicable law by virtue of said default provided that the non-defaulting party first gives the Defaulting Party written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than thirty (30) days in which the default may be cured by the Defaulting Party.

## **Division 6.02 Remedies upon Developer's/Owner's Default**

In the event Developer/Owner defaults under the terms of this Agreement and fails to cure the default after a notice within the time period provided pursuant to Division 6.01, then City without prejudice to any other rights or remedies afforded City by applicable law may compel conformance of this Agreement by bringing an action for a specific performance hereof or may foreclose upon the mortgage or security provided for herein, and attached as Exhibit D, pursuant to applicable law. Developer/Owner agrees the City may, at its option and subject to the notice provisions of Division 6.01, foreclose the City's mortgage by action or advertisement or by the exercise of any other remedy available at law or equity, and that City may sell the property at public sale and give deeds of conveyance to the purchaser pursuant to the applicable statutes. In addition, the City may make a claim for the security of the City costs, outlined in Section 3.01.01, pursuant to Part 4 and Part 5 of this Agreement.

## **Part 7. Notices**

All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first class mail, postage prepaid, property addressed as indicated below:

### **To the Developer:**

The Central Rivers Farmshed, or assigns  
P.O. Box 1023  
Stevens Point, WI 54481

### **To the Owner:**

Elodin Holdings, LLC, or assigns  
501 Union Street  
Stevens Point, WI 54481

### **To the City:**

City Clerk  
City of Stevens Point  
1515 Strongs Avenue  
Stevens Point, WI 54481

Any party may, by written notice to the party(s), designate a change of address for the purposes aforesaid.

## **Part 8. Nondiscrimination**

With the performance of work under this Agreement, the 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 Development shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

Nothing in this Part shall prohibit discrimination based on age or family status with respect to housing for older persons as permitted by applicable federal and state law.

## **Part 9. No Personal Liability**

Under no circumstances shall any alderperson, 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. The limitation on personal liability included in this Part shall extend to Developer's assignment of this Agreement to a partnership or to a limited liability company consistent with Part 5.

## **Part 10. Miscellaneous Provisions**

### **Division 10.01 Cooperation with Grants**

If necessary, Developer and Owner shall work with and cooperate with City in providing data and information necessary for City to comply with the provisions or requirements in connection with a State or Federal grant or other funding applicable to and benefiting the Development.

### **Division 10.02 Entire Agreement**

This document contains the entire agreement between Developer and City, and it shall inure to the benefit of and shall be binding upon the parties hereto and the respective heirs, executives, successors and assigns. This Agreement may be modified only by a written Amendment signed by the parties, which Amendment shall become effective upon the recording in the Office of Register of Deeds for Portage County.

### **Division 10.03 Survival of Warranties, Representations, and Agreements**

Any warranty, representation, or agreement herein contained shall survive the Closing.

### **Division 10.04 Governing Law**

The internal laws of the state of Wisconsin shall govern this Agreement.

### **Division 10.05 Captions**

The captions or headings in this 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.

**Division 10.06 Counterparts**

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

**Division 10.07 Severability**

If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

**Division 10.08 City Authorization**

The execution of this Agreement by the City was authorized by resolution of the City Council adopted \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, or caused it to be duly executed, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.



**THE CENTRAL RIVERS FARMSHED, INC.**

A Wisconsin Corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, its Member

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_) :ss

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, of the above-named Corporation, to me known to be the  
person who executed the foregoing instrument and to me known to be such  
\_\_\_\_\_ of said Corporation, and acknowledged that he executed the foregoing  
instrument as such officer as the deed of said Corporation, by its authority.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

**ELODIN HOLDINGS, LLC**

A Wisconsin Limited Liability Company

Date: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, its Member

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_) :ss

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, \_\_\_\_\_, \_\_\_\_\_, of the above-named Limited Liability Company, to me known to be the person who executed the foregoing instrument and to me known to be such \_\_\_\_\_ of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Limited Liability Company, by its authority.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

# Exhibit A. Development

## Downtown Greenhouse Project

### Site Renovation Overview

#### Overall Status Of The Facility

Currently there are five greenhouses on site. The two original wood framed houses, roughly 5000 sq. ft., are in the worst shape and will be taken down to allow for a court yard to be created as a central gathering place.

The two houses east of the two original houses 138' x 84' - 11,500 sq. ft. these are in the best shape, and will be the first to be renovated, steel and aluminum framing is in good condition, glass is missing most of its glazing compound and many panes are broken or missing. Flooring is heaved in places and there is a lot of over growth to be removed. Exterior walls are in moderate shape - skirting needs to be removed and new insulated knee wall built in its place some glass panes need replacing and new locks on doors for security, foundation needs insulating. Venting systems work, need some maintenance. Glass is to be removed and replaced with modern polycarbonate greenhouse panels, this will improve R-value and heat retention, overall structural integrity will improve, as well as reduced maintenance through out the life of the building.

Back corner block building 20'x20' with basement, poured basement walls block structure. Walls, foundation, basement floor and framing are all in good shape. Needs new roofing, soffit, and fascia, new flashing where roof meets greenhouse, new flooring, doors, and windows. Could be used as office/worker space upstairs, root cellar downstairs.

The greenhouse furthest west is in good structural shape, steel frame building, poured exterior knee wall- needs some patching, many panes of glass broken or missing, and glazing compound is in poor shape. many wood rafters are warped and sagged. Venting is operational, needs some maintenance. Floor is heaved and needs replacing to work with new use of space. Chimney is in fair shape, needs minor tuck pointing at the top. Glass is to be removed and replaced with modern polycarbonate greenhouse panels, this will improve R-value and heat retention, overall structural integrity will improve, as well as reduced maintenance through out the life of the building. Wood rafters will be replaced by new aluminum glazing components for the polycarbonate panels.

The front block building is in good structural shape. Rubber roof over reception, "kitchen" and front garage is leaking, needs replacement. Standing seam roof is in good condition. Ceiling, roof insulation, side, and back doors, and front overhead door need replacement. Ceiling and insulation under standing seam roof are in good shape. Restroom needs renovation (this is the only rest room in the facility)- need ADA compliant and 2nd restroom added walk in cooler in basement needs relining. Boiler is newer and properly maintained and winterized. Block building at the back of the facility is in fair shape. Rubber roof is starting to fail, will be replaced with steel. Mechanical room needs some tuck pointing as well as west portion of south wall, Ceiling and north exterior wall are partially insulated. Garages on both the east and west ends of the building are to far in disrepair and need to be removed. This will open up options for material staging, shipping and receiving and the flow of traffic out side the building. Needs new roof, exterior doors, gas main moved (due to west garage coming down), and insulation finished. floor is cracked, sunk, and heaved.

## Renovation Timeline

### Phase One October – December

With an anticipated start date of 10/24/2011, beginning with clean up and refuse removal of the entire facility to include overgrowth, plant tables in green houses, and water damaged ceiling tile, insulation, floors and furnishings in adjacent block buildings., and removal all excessive vegetation on the exterior grounds, followed by clearing all floor space of old heat grids, recycling and inventorying all usable components, recycle the rest for cash. A general safety assessment to be done at this time, remove any potential “widow-makers” and level any major heaves in greenhouse floors. Kitchen, office, store rooms and front garage to be cleaned out. remove front garage door build new wall with double doors. Once the floors are clear and water damage cleaned out efforts will be focused on roofing the front flat roof with new EDPM keeping in mind any curbing to be installed for later RE installations, roofing the back block building with steel, once that roof is finished, work on repairing south block wall can begin. Replace all glass on the roof of the east greenhouses with new, polycarbonate greenhouse panels. Weatherize west greenhouse - tarp roof, stop any leaks seal up exterior walls secure all entry ways - make ready for temporary storage. This should take us to the end of November. As budget and labor allow, removal of concrete in the center greenhouses (future courtyard space) and west house as well as the removal of the blue garage on the Union St. lot (building is beyond repair) to be done concurrently. Once the roof has been replaced on the east houses all exterior walls are to be sealed/ tarped up for winter, and the two houses separated with plastic to create a staging and work space area to the east and allow to more efficiently heat the west side in anticipation of setting up the first growing systems. Work on gutting northeast block building, removing the back east garage, rebuilding new east exterior wall on warehouse and (as labor allows) removal of center greenhouse roof structures to be done through December.

Boiler in front building to be made operational, 100Amp Temp. service to be set up to front of facility, Reznor unit heaters to be installed in greenhouse as soon as roofing is done. Design work for phase two to be finalized by Christmas . Other immediate needs to include assessing water supply, getting the rest room operational, securing all possible entry points, and setting up temporary work offices.

### Phase Two January – June

#### **Part one Jan-April**

Mechanical and electrical needs to be mapped out at this time. East greenhouses to have growing operations set up for sprouts, herbs, greens, garden starts and small scale aquaponics. Back warehouse to have vermicomposting set up, new 400A electrical service upgrade and RE integration display panel, as well as moving gas meter to back of north wall. Remove east and west back garages. Finish removal of interior greenhouse structures and all concrete in courtyard and west house floor. Boiler room to be refitted with new electrical and new LP back up power generator, work on boilers to begin at this time. Front reception area to have restroom remodeled, new ADA compliant restroom added and entrance re configured. Dividing wall to be built separating reception from the front conference area. Any new wiring and IT work to be done prior to new roof insulation and ceiling tile. Work in courtyard to begin, bury infrastructure for restrooms, wiring, I T, plumbing, footings for timber framing. Pour permeable concrete, plant fruit trees. Begin major electric over haul, plumbing in kitchen to be done. Reglaze all exterior walls with thermal pane glass and twin wall polycarbonate, save all whole glass for UWSP art dept. and donor wall.

#### **Part Two May-June**

Begin on the west house, starting with new heat grid and poured floor. New SIP roof to be put on north half of building, polycarbonate panels on south end ( tuck point/paint chimney before new roof).

Work on restrooms to begin, accessible to courtyard or west house.

Start kitchen renovation, rebuild walk in cooler, and retail cooler, prep floors, run electric, and plumbing.

Insulate and hang new ceiling tile in entire front building. build new walls for courtyard , build gate for opening to courtyard.

Rain collection, solar dehydrator, and renewable energy systems to be incorporated into the facility.

Set up growing operation in east house and learning center in west house.

Build frame and installation RE in courtyard.

Exterior landscaping and garden beds to be developed

Insulate the foundation and paint exterior.

### Phase Three July-December

- At this point efforts will be focused on getting the classrooms, gathering spaces, and office spaces remodeled and functional.
- Renovation of the north east block building to be done, including office and break area for greenhouse staff and a root cellar demonstrator.
- Growing operations to be expanded, leaning green house to be set up in west house.
- Renewable energy systems to be completed. Drive ways and parking to be finished and shipping and receiving area and a cleaning/ packing area to be set up.
- Rain collection and irrigation to be engineered and installed.
- Compost staging area and demonstrator set up, and expand vermicomposting.
- Erect compost heated hoop house on east side of property.

## Exhibit B. Private Improvements

### Greenhouse Project Expense Overview October 1, 2011 through December 31, 2012

	2011 (p1 4-5 months)	2012 (p2)	15 months
<b>Capital Expense</b>			
Total East Greenhouses expense	50,100.00	5,900.00	<b>56,000.00</b>
Total West Greenhouse expense	13,500.00	33,000.00	<b>46,500.00</b>
Total Courtyard expense	1,400.00	13,100.00	<b>14,500.00</b>
Total Warehouse/ Mechanical Room Expense	7,550.00	10,800.00	<b>18,350.00</b>
Total Exterior/ Union St. Expense	750.00	2,000.00	<b>2,750.00</b>
Total Northeast Office Expense	4,200.00	3,000.00	<b>7,200.00</b>
Total Retail, Office and Conference Space	18,550.00	23,400.00	<b>41,950.00</b>
Total Retail, Office and Conference Space	2,200.00	17,200.00	<b>19,400.00</b>
Total Renewables/ sustainable features		188,850.00	<b>188,850.00</b>
Total Allowances	5,000.00	5,000.00	<b>10,000.00</b>
Permits	2,500.00		<b>2,500.00</b>
Lighting entire facility	500.00	5,000.00	<b>5,500.00</b>
Electrical entire facility	3,000.00	13,000.00	<b>16,000.00</b>
<b>TOTAL CAPITAL EXPENSE</b>	<b>109,250.00</b>	<b>320,250.00</b>	<b>429,500.00</b>

# Exhibit C. Development Site



**Exhibit D. Mortgage**