

Res 441
significant

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department: <u>Executive / EWD</u>	Contract/Addendum #: <u>12992</u>																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Contract</th> <th style="width: 50%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input type="checkbox"/>	<input checked="" type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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<input type="checkbox"/> Other	<input type="checkbox"/>																				
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: <u>1 year</u>																					
4. Amount of Contract or Addendum: <u>\$250,000</u>																					
5. Purpose: <u>Development agreement to deliver potential \$250,000 WEDC grant to Hoff Mall Expansion in Mt. Horeb</u>																					
6. Vendor or Funding Source: <u>Hoff Mall Corporation</u>																					
7. MUNIS Vendor Code: <u>TBD</u>																					
8. Bid/RFP Number: <u>n/a</u>																					
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input type="checkbox"/> No																					
10. Are funds included in the budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
11. Account No. & Amount, Org & Obj. <small>OED New</small> Amount \$ <u>250,000</u> Account No. & Amount, Org & Obj. Amount \$ _____ Account No. & Amount, Org & Obj. Amount \$ _____																					
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year <u>only if grant is awarded</u>																					
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>Res 441</u>																					
14. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
15. Director's Approval:																					

Ruch worked on this one

Contract Review/Approvals				Vendor
Initials	Ftnt	Date In	Date Out	Vendor Name
<u>MG</u> Received	_____	<u>2-23-17</u>	_____	Gallina Corp.
<u>CA</u> Controller	_____	_____	<u>2/23/17</u>	Contact Person
<u>[Signature]</u> Corporation Counsel	_____	<u>2-23-17</u>	<u>2/24/17</u>	<small>Craig Enzenroth Gallina Companies 101 East Main St, Ste 500 Mount Horeb, WI 53572</small>
<u>[Signature]</u> Risk Management	_____	_____	_____	Phone No.
<u>Coc</u> Purchasing	_____	<u>2/24/17</u>	<u>2/24/17</u>	E-mail Address
_____ County Executive	_____	_____	_____	

Footnotes:

- 1.
- 2.

Return to: Name/Title: <u>Dave Philips</u> Phone: E-mail Address:	Dept.: <u>Office of Workforce Development</u> Mail Address:
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Certification

The attached contract: *[check as many as apply]*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: _____ Signed: _____

Telephone Number _____ Print Name: _____

Major Contracts Review (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

Executive Summary (attach additional pages, if needed).

1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹ A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

SUPPORTING WEDC COMMUNITY DEVELOPMENT INVESTMENT GRANT FOR
HOFF MALL EXPANSION PROJECT IN MT. HOREB

~~4 The Village of Mt. Horeb has requested \$250,000 in Community Development
54 Investment grant funds to support the Hoff mall Expansion project. The Hoff Mall
65 Expansion project will redevelop and expand the historic Hoff Mall building in downtown
76 Mt. Horeb. The project will upgrade and renovate the existing 12 apartment units, as
87 well as upgrade existing commercial space. In addition, the expansion proposes the
98 development of an additional 30 apartment units with shared parking, which will improve
109 an underutilized area with high-quality apartment housing and new enclosed and
1110 surface shared parking.~~

~~1211 Upon completion of the expansion, the Hoff Mall mixed use development will have
1312 12,115 square feet of commercial space and 42 apartments.~~

~~14 The developer of the Hoff Mall has requested that Dane County submit a Community
Development Investment grant application with the Wisconsin Economic Development
Corporation. The CDI grant will be a critical component for the success and realization of
the Hoff~~

~~1513 Mall Expansion and will serve as a catalyst for the revitalization of downtown Mt. Horeb.~~

~~16 NOW THEREFORE BE IT RESOLVED that the Dane County Board of Supervisors
authorizes the application by Dane County to WEDC for a CDI grant to support the Hoff
Mall Expansion project in the Village of Mount Horeb before June 30, 2017 and;
recognizes the significant~~

~~17 assistance provided by grant support for downtown revitalization efforts, including
18 mixed-use development that incorporates and meets local communities' commercial
19 and housing needs.~~

~~14 BE IT FURTHER RESOLVED that the County Executive is authorized to execute
documents necessary for the application and acceptance of the CDI grant, and;~~

~~15~~

~~16 BE IT FURTHER RESOLVED that the development agreement between Dane County
and the developer for the Hoff Mall expansion is approved and the County Executive and
County Clerk are authorized to execute the agreement, and;~~

~~BE IT FINALLY RESOLVED that the Dane County 2017 operating budget be amended
to as follows OED NEW "CDI Grant Revenue" \$250,000 and OED New "CDI Grant Expense"
\$250,000.~~

~~20 BE IT FURTHER RESOLVED that Dane County supports Mt. Horeb's request to WEDC
21 for Community Development Investment grant funds in the amount of \$250,000.~~

~~22 BE IT FINALLY RESOLVED that a copy of this resolution be sent electronically to the
23 WEDC and to the Administrator of the Village of Mt. Horeb.~~

DEVELOPER AGREEMENT
WISCONSIN ECONOMIC DEVELOPMENT CORPORATION GRANT

THIS DEVELOPMENT AGREEMENT (the “*Agreement*”) made this day of March, 2017, by and between the County of Dane, State of Wisconsin, a Wisconsin municipal corporation (the “*County*”) and Hoff Mall Corporation, a Wisconsin corporation, (the “*Developer*”). The County and the Developer may each be referred to individually as “*Party*” and collectively as “*Parties*”.

WITNESSETH:

WHEREAS, the Developer has proposed a redevelopment and expansion of the historic Hoff Mall building located at 101 E. Main Street, Mount Horeb, Wisconsin, including renovating the 12 existing apartments and remodeling a part of the existing 1,157 square foot commercial space, as well as the construction of a four-story 30-unit apartment building at 111. S. First Street and a 17 stall parking lot at 109 E. Front Street, Mount Horeb, Wisconsin (collectively, the “*Project*”); and

WHEREAS, the Village of Mount Horeb (the “*Village*”) initially prepared the Community Application (the “*Application*”) seeking a grant (the “*Grant*”) from the Wisconsin Economic Development Corporation (“*WEDC*”) on the basis the development of the Project will benefit the Village and the public for a number of reasons, including, but not limited to, an increase in the Village’s tax base and increased housing opportunities, which will collectively promote the general welfare of the citizens of the Village; and

WHEREAS, the Village reached a determination that, based on a prior grant submittal to WEDC, it was ineligible to receive any further grants during the then current fiscal year and therefore withdrew the Application; and

WHEREAS, the County has agreed to submit the Application and request the Grant in the amount of \$250,000.00; and

WHEREAS, upon approval of the Application, the WEDC may require that the County enter into a Community Development Investment Grant Agreement (the “*Grant Agreement*”) in order to provide their respective rights and obligations in regard to the Grant; and

WHEREAS, the County and the Developer wish to enter into this Agreement to govern the terms of their relationship as to the Grant.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, as well as other good and valuable consideration moving from each party to the other, receipt of which is hereby acknowledged, it is hereby agreed as follows:

- 1. Recitals. The Recitals hereto are hereby incorporated by reference.

2. Term. Except as specifically provided otherwise herein, the term of this Agreement shall be consistent with the term of the Grant Agreement.

3. Project Responsibility. The Developer is responsible for completing the Project and shall retain such contractor(s) as may be necessary to complete said Project. Except as provided in this Agreement, the Developer is solely responsible for all costs and expense of the Project.

4. County Responsibility. The County agrees to provide assistance to the Developer in accordance with the requirements of WEDC, including, but not limited to the prompt submittal of the Grant application prior to March 31, 2017, and disbursement of the Grants funds upon the Developer's fulfilling WEDC's disbursement conditions.

5. Reimbursement of Project Costs.

(a) The Developer acknowledges that the County is the recipient of the Grant for the purpose of financing a portion of the Project. The Developer shall not, by act or omission, do anything, or fail to do anything, that would cause the County to be in default under the terms and conditions of the Grant Agreement.

(b) Subject to the terms and conditions of the Grant Agreement, the Developer shall request reimbursement for all Eligible Project Costs, as that term is defined in the Grant Agreement, in the form and manner as described in the Grant Agreement, which the Parties anticipate will be a single draw for reimbursement following completion of the Project. The Developer shall submit all forms and information required under the Grant Agreement to WEDC for reimbursement. Each Schedule of Expenditures submitted as a part of a reimbursement submission shall be audited by a third party CPA firm chosen by the Developer. The Developer shall not be entitled to any reimbursement of Eligible Project Costs from the County, prior to submission in the form and manner as described by the Grant Agreement and disbursement of those eligible funds to the County by WEDC.

(c) Any and all Grant Funds received by the County, as a result of the Developer's submission for reimbursement under the Grant Agreement, shall be paid to the Developer upon receipt.

6. Additional Responsibilities. During the construction of the Project, the Developer permit any and all reviews, inspections, and shall submit all performance reports required under the Grant Agreement. The Developer shall also maintain such records as are required to validate the Developer's and the County's performance under the Grant Agreement. The Developer shall allow WEDC and its agents to inspect the Project as allowed under the Grant Agreement.

7. Default Under the Grant Agreement. In the case of any default under the Grant Agreement between the County and WEDC which is caused by any act or omission of the Developer, the County shall provide written notice to the Developer and a reasonable opportunity to cure such Default, which shall not be longer than the time period provided to the County to cure under the Grant Agreement. Following written notice from County and a reasonable opportunity

to cure such default, the Developer shall be liable for whatever fines, assessments, refunds, or other such damages owed by the County to WEDC. The Developer shall pay to the County the amount of such damages within fifteen (15) days' written notice of the default and amount of damages. Interest shall accrue on all such damages at the rate of eight percent (8.0%) per annum from date of default under the Grant Agreement until paid.

8. Administrative Costs. The Developer shall be responsible for and shall pay all administrative costs incurred by the County in processing and administering the Application and Grant, including the cost for the Schedule of Expenditures audit to be performed by a third party CPA firm chosen by the Developer as required by WDEC when paid.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, legal representatives and heirs of the Parties.

10. Notice. All notices called for in this Agreement shall be in writing and shall be served either (a) personally by handing the same to the person to be served or leaving the same with an individual at the person's place or residence; or (b) by mailing the same by certified or registered mail to the party to be served at the address shown below or at such other address as the party may hereafter designate to the other in writing. If notice is personally serviced, the date of such notice shall be deemed the date on which it is served. If notice is served by mail, the date of such notice shall be deemed the second business day following the day on which it is mailed. The addresses of the parties are as follows:

County: County of Dane
City-County Building, Room 425
210 Martin Luther King Jr. Blvd.
Madison, Wisconsin 53703
Attn: Director of Economic and Workforce Development

Developer: Hoff Mall Corporation
101 E. Main Street, Suite 500
Mount Horeb, Wisconsin 53572
Attn: Craig Enzenroth

With copy to: Axley Brynelson, LLP
P.O. Box 1767
Madison, Wisconsin 53701-1767
Attn: Larry K. Libman

11. County's Right of Immunity. Nothing contained in this Agreement constitutes a waiver of the County's ability to assert its rights of immunity to tort claims under applicable law.

12. Developer shall defend and indemnify County and save it harmless from and against any and all liability, damages, costs and expenses, including reasonable attorneys' fees, arising from any negligence or willful misconduct of Developer or its officers, members, contractors, licensees, agents, servants, employees, guests, invitees, visitors.

13. Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

14. Amendments. This Agreement may not be changed orally, but only by agreement in writing and signed by the Parties hereto.

15. No Joint Venture. This Agreement specifically does not create any partnership or joint venture between the Parties hereto, or render any Party liable for any of the debts or obligations of any other Party.


16. Counterparts. This Agreement may be executed in one or more counterparts and upon execution and delivery by each of the Parties hereto shall constitute one and the same enforceable agreement.

[SIGNATURES ON NEXT PAGE FOLLOWING]

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written above at _____, Wisconsin.

DEVELOPER:

HOFF MALL CORPORATION,
a Wisconsin corporation

By: 
Name: Joseph P. Gallina
Title: President

COUNTY:

COUNTY OF DANE

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE FOR DEVELOPER'S AGREEMENT]

