

# Village of Port Edwards

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## **REVISED**

### **PLANNING, LEGISLATIVE, PROPERTY AND INFORMATION TECHNOLOGY COMMITTEE MEETING**

**Tuesday, February 6, 2024**

**6 P.M. AT THE MARSHALL BUEHLER CENTER**

Join Zoom Meeting: <https://us06web.zoom.us/j/82780292913?pwd=pp8DO3285buWkaqiBbIiaPuPNencxh.1>

Meeting ID: 827 8029 2913 Passcode: 209529

#### **Agenda:**

1. Call to order.
2. Roll call.
3. Approve the agenda.
4. Approve minutes from the January 2, 2023 meeting.
5. Public comments on agenda items.
6. Chairperson comments.
7. Discussion and possible motions regarding Mission Coffee.
  - Development agreement
  - Resolution for WEDC CDI grant
  - Support Letter
8. ***Consideration of Motion to convene into closed session pursuant to Wis. Stat. §19.85 (1) (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session to wit "Ripple Creek Apartments".***
9. **Consideration of Motion to Reconvene into Open Session**
10. **Discussion & Action: *Ripple Creek Apartment offer to purchase.***
11. Discuss Old Business
12. Discuss New Business
12. Discuss any correspondence
13. Future Agenda Items
14. Next meeting date
15. Adjourn

Tiara Grunden - Chairman

VILLAGE OF PORT EDWARDS  
Port Edwards, Wisconsin

COMMITTEE: Planning,  
Legislative, Property,  
Information Technology

DATE: January 2, 2024

TO: BETSY MANCL

cc: JOSEPH ZURFLUH  
DAILY TRIBUNE  
WFHR/WGLX  
JASON WORDEN

ERIK SAYLOR  
CALEB MCGREGOR  
SCOTT DREW  
LONN RADTKE

JEN MOORE  
TIARA GRUNDEN  
NICK ABTS

Purpose of Meeting: **Regular Monthly Meeting**

Attendance: T. Grunden, C. McGregor, J. Moore, and B. Mancl

Citizens: Kristin Winters and Patrick McGrath

**Subjects Discussed, Action Taken, and Board Action Required:**

1. ***Call to order:*** Meeting called to order by Grunden at 6:00 p.m.
2. ***Roll Call:*** All Present.
3. ***Approve the Agenda:*** **MOTION** (Grunden/Moore) to approve the agenda. All ayes.
4. ***Approve the minutes of previous month's meeting:*** **MOTION** (McGregor/Moore) to approve minutes of the October 30, 2023 meeting. All ayes.
5. ***Public comments on agenda items:*** Kristen Winters – wanted to learn and may have questions. Patrick McGrath spoke on his concerns regarding the property at 1040 2<sup>nd</sup> Street. He is concerned because the property owner is not following through on getting the property sold so a home can be built or get it torn down. The Village ordinance states you can not have a piece of property and have an outbuilding on it without also having a private residence. He further stated that the reason for that is two fold. 1. If people start putting outbuildings on a nonresidential property all that is going to do is be a place to park cars and boats, etc. 2. You want the property to have taxable value so it can share in the cost of the roads, services, etc. Mr. McGrath explained that for the Village to change the ordinance or give a variance to allow the garage to stay without building a home it is going to decrease the values of all the homes on the street. Especially his home since it is right next door. The Village needs to stick to their guns and follow the ordinance. The garage needs to be torn down.

**6. Committee Chairman's comments:** None

**7. Discussion regarding status of property at 1040 2<sup>nd</sup> Street:** Discussion regarding the Village taking action to remedy the circumstance of the garage on the property without a house is in violation of the ordinances. Since there has been no request for a variance the Village will proceed with actions that were explained to the property owner repeatedly. Furthermore, it will be brought to the attention of the administrator and the village attorney.

**8. Discussion regarding the closing of the Post Office:** The decision to close the Port Edwards Post Office was made for the safety of the postal employees. They have communicated with the property owner and there has been no attempts to remediate the mold in the building. Also, the integrity of the cinder blocks on the back wall is not good and will need to be repaired. The company that owns the building is aware of the issues. The USPS will look at pursuing other locations. Chairman Grunden has made contact with the property owner and will keep the committee updated.

**9. Discussion regarding our current website and the proposal provided for a new one:** Discussion regarding concerns from community members regarding the effectiveness of the communications to Village residents and keeping the website up to date. President Mancel presented a proposal on a new more efficient website. She didn't receive it in time to include in the 2024 budget. The committee will keep the information for future reference.

**10. Discussion and possible motion regarding Mission Coffee development agreement:** Unfortunately, the committee did not receive the development agreement in time for us to vote. If we receive it before the Board meeting next week, we will get it on the Board agenda.

**11. Discuss old business:** None.

**12. Discuss new business:** Discussion regarding the recording device that is not working.

**13. Correspondence received:** None

**14. Future Agenda Items:** Creating an onboarding packet for new Board members, Update on all new developing downtown properties and update regarding the recording device.

**15. Next meeting date:** February 6, 2024 @6:00 pm.

**16. Adjourn:** Adjourned.

Tiara Grunden – Chairman

**DEVELOPMENT AGREEMENT**

**BETWEEN**

**VILLAGE OF PORT EDWARDS, WISCONSIN**

**AND**

**BEHIND THE CURTAIN, LLC  
DBA MISSION COFFEE**

*Behind the Curtain, LLC  
DBA Mission Coffee  
830 11th Street South  
Wisconsin Rapids, WI 54494*

*February 13, 2024*

**DEVELOPMENT AGREEMENT  
FOR**

*Sale, loan agreement & grant located at 141 Market Avenue, Port Edwards, Wisconsin*

**Village of Port Edwards, Wood County, Wisconsin**

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is entered into as of February \_\_\_, 2024, by and among the Village of Port Edwards, a Wisconsin Municipal Corporation, (the “Village”), Behind the Curtain, LLC. DBA Mission Coffee, a Wisconsin Limited Liability Corporation (herein jointly and severally described as “Developer”).

**WITNESSETH:**

WHEREAS, The Village owns three parcels (parcel numbers 26711, 26712 and 26713) located at 140 Market Avenue, Port Edwards, Wisconsin, and as described further in Exhibit A attached hereto (collectively, the “Property”) and

WHEREAS, Developer wishes to purchase the Property and remodel approximately 4,000 square feet of existing building with said remodeling and existing areas consisting generally of a coffee shop and a boutique retail section, and storage spaces as well as improvements to the building exterior, parking, and landscaping (the “Project”); and

WHEREAS, in 2018, the Village amended Tax Incremental Finance District No. 2 (the “TIF District”) to permit expenditures within one-half mile of the district boundary, including the Property; and

WHEREAS, the Developer will spend a minimum of \$172,891 in rehabilitation/construction costs in remodeling the Project plus an additional \$107,180 on a variety of related business start-up costs; and

WHEREAS, as an inducement for Developer to develop the Project on the Property, the Village has agreed to provide Developer with an economic development incentive TIF grant of \$5,000, a write down of the sale price of the Property to \$75,000, a TIF loan of \$50,000, and an application for a state grant for \$86,000 on the terms and conditions more fully described herein; and

WHEREAS, the Village finds that the sale of the Property and remodeling of the Project and fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the Village and its residents by expanding the tax base and expanding a local business and jobs thereby serving public purposes in accordance with state and local law and consistent with the Village’s adopted Project Plan, as amended, for the TIF District (the “TID Plan”); and

WHEREAS, Developer has represented to the Village and the Village finds and determines that but for the Village’s willingness to consider financial assistance to Developer, the Project would not take place in the Village and the Village would not accomplish some of the objectives of the TID Plan; and

WHEREAS, the Village is authorized to enter into contracts necessary and convenient to implement the purpose of the TIF District, including the ability to provide grants for the purpose of inducing development in furtherance of the TID Plan as provided in Wis. Stat. Section 66.1105(2)(f)2.d.; and

WHEREAS, the individuals signing below for the Developer warrant that they have full power and authority to execute this Agreement on behalf of their respective entities, and to bind the entity to the Agreement; and

WHEREAS, the development of the Property as contemplated by this Agreement is necessary and desirable to serve the interests of the Village and its residents by expanding the tax base of the Village and creating jobs, all consistent with the purpose of a Tax Incremental Finance District under Wis. Stat. Section 66.1105 (the “Act”).

### **NOW, THEREFORE**

In consideration of the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and the Village hereby mutually agree:

#### **I. PROJECT DESCRIPTION**

Upon the receipt of all necessary governmental approvals, the Developer shall:

- a. Complete the Project consistent with the preliminary plan attached hereto as Exhibit B. The Project generally includes; remodel approximately 4,000 square feet of existing building with said remodeling and existing areas consisting generally of a coffee shop and a boutique retail section, and storage spaces as well as improvements to the building exterior, parking, and landscaping.
- b. The estimated cost for Developer to rehabilitate/start-up costs for the Project is Three Hundred Twenty-Seven Thousand Twenty-One and No/100 Dollars (\$327,021.00) in addition to the purchase cost of the land and building of Seventy-Five Thousand and No/100 Dollars (\$75,000.00) for a total Developer investment (the “Developer’s Project Cost”) of Four Hundred and Two Thousand and Twenty-One and No/100 Dollars ((\$402,021.00). The parties acknowledge and agree that the Property had an equalized assessed value, as of January 1, 2023, of Zero and No/100 Dollars (\$0.00). The Project is expected to increase the existing taxable value of real property of the Property by approximately Three Hundred and Thirty Thousand and No/100 Dollars (\$330,000).

#### **II. ECONOMIC DEVELOPMENT INCENTIVE**

- a. In order to induce Developer to undertake the Project as necessary to attract a new business and employer with approximately 6-8 part-time staff; and to assist with certain eligible Project costs, the Village agrees to provide an economic development incentive for the Project in the form of a grant with funds provided by the Wisconsin Economic

Development Corporation (WEDC) and/or the Village through the TIF District with the following terms and conditions:

- b. The total amount of assistance shall be \$141,000.00 (the “Project Grant”) to assist with the Eligible Costs of the Project. The Village intends to apply for funding through WEDC’s Community Development Investment (CDI) program. This amount is based on the \$86,000.00 expected to be awarded by WEDC, a grant of \$5,000.00 from the TIF District. The expected remaining balance of the Project Grant shall be in the form of a TIF District loan for \$50,000.00, to be paid back without interest in annual installments of ten percent (10%) of the initial loan balance (equal to \$5,000.00) due on January 1 of each year from 2025 through 2029 with a final payment of the remaining outstanding balance of \$25,000 due on January 1, 2029, provided that Developer may make additional payments in increments of \$1,000 at any time until January 1, 2029, without penalty. The TIF District grant and TIF District loan from the Village shall collectively be referred to as the “Village Share.”
- c. The Village Share shall be utilized strictly for eligible project costs (as defined in Wis. Stat. Section 66.1105(2)(f)) in furtherance of the development of the TID Plan, as incurred by Developer.
- d. Following completion of the Project, Developer shall have fifteen (15) days to request payment of the Village Share. Developer shall submit to the Village Clerk within those fifteen (15) days all invoices, receipts, and other documentation as necessary to verify the actual full cost of the Project (Total Cost) and the expenses associated with each of the Eligible Costs. The Project completion date (the “Completion Date”) shall be the date on which the Village Zoning Administrator verifies that a certificate of completion/certificate of occupancy for the Project has been issued by the Wisconsin Department of Safety and Professional Services and been completed in accordance with all applicable Village laws and regulations and the terms of this Agreement.
- e. The Village Share shall consist of a single lump sum payment to Developer upon completion of the Project. Within fifteen (15) days of receipt of request for payment and all required documentation supporting the request, the Village Clerk shall verify actual expenses incurred by the Developer.
- f. The Village Share shall be a project cost of the TIF District.
- g. Funds from the CDI program will be provided in accordance with Article III, hereof.

### **III. WEDC GRANT**

- a. The Village hereby acknowledges that it has applied for \$86,000 in funds from the WEDC CDI grant program (the “CDI Application”) expressly for the purpose of ensuring financial feasibility and timely completion of the Project. Developer hereby



acknowledges that all information concerning the Project contained in the CDI Application was supplied by Developer and is a fair and accurate description of Developer's intentions for the Project. All costs associated with making the CDI Application shall be borne by the Village.

- b. In the event WEDC awards funds in any amount for the Project, the Village intends to enter into a grant contract (the "CDI Contract") with WEDC as may be required by WEDC for receipt of the funds. Prior to execution, the CDI Contract will be shared with Developer for review for consistency with Developer's representation of the Project as contained in the CDI Application.
  - 1. In the event the Project as described in the CDI Contract is consistent with the description of the Project as contained in the CDI Application, Developer hereby consents to the Village executing the CDI Contract. Developer also hereby consents to working in good faith to ensure the Project is designed and constructed in accordance with the CDI Contract and to maintain and make available all records and complete all forms and documents and provide the same to the Village in a timely manner, all as may be required by the CDI Contract.
- c. In the event the Village and WEDC enter into a CDI Contract, the Village hereby agrees to work in good faith with Developer to satisfy all reporting, auditing, disbursement requests, close out, and related grant administration activities as may be required of the Village in the CDI Contract with the following conditions:
  - 1. Developer shall be solely responsible for ensuring all aspects of the Project design and construction, including the Project's timely completion, meet the terms and conditions of the CDI Contract; provided, however the Village shall not unreasonably delay or withhold the issuance of any plan approvals, permits, or inspections related to the Project, nor shall the Village impose additional requirements upon the Project after the initial plan approval is given unless such requirements are strictly required by Wisconsin Statute or Village ordinance, or affect the life and safety of the occupants of the Project.
  - 2. Developer shall be solely responsible for obtaining, organizing and submitting all invoices, receipts and other documentation and completing all forms as necessary to verify the actual Total Cost and the expenses associated with each of the Eligible Costs and their timely submittal to the Village as necessary to receive reimbursement per the terms of the CDI Contract.
  - 3. Developer shall be solely responsible for all costs associated with any audits that may be required by the CDI Contract.
  - 4. Developer agrees to limit disbursement requests under the CDI Contract to a single request following completion of the Project.



5. Developer agrees to provide all documentation and information required for the Village to complete any required reports or reimbursement requests pursuant to its obligations under this Agreement, including specific requirements under the CDI Contract and associated auditing and/or reporting procedures.
- d. The Village shall release to Developer all funds received from WEDC per the terms of the CDI Contract within ten (10) business days after the Village's receipt of such funds from WEDC.

#### **IV. SALE OF PROPERTY.**

The Village shall convey the Property to Developer subject to the following terms.

- a. Within thirty (30) days of execution of this Agreement, Developer shall provide written evidence of the following (the "Pre-closing Obligations") to the Village as a precursor to the closing on the sale of the Property (the "Closing") by the Village to Developer:
  1. Proof of financing for the entire Developer's Project Cost, excluding the cost of the Property, in the form of a Letter of Commitment from a financial institution. The Letter of Commitment must set forth the amount of funds that have been committed and confirm the date by which said funds will be available to Developer to commence construction. In addition, Developer shall produce to Village evidence of cash on hand so that the total of the Letter of Commitment funds and cash on hand equal or exceed the Developer's Project Cost, exclusive of the cost of the Property.
  2. Any and all required building permits from the Village and the State of Wisconsin for the full construction of the Project as described in Exhibit C.
- b. Provided that Developer has completed Developer's Pre-closing Obligations as set forth in sub-section a., above, or the Village has waived those obligations, the Village hereby agrees to sell to Developer, and Developer agrees to purchase from the Village, the Property for the sum of Seventy-Five Thousand and No/100 Dollars (\$75,000.00) in the form of a land contract (the "Land Contract") with terms substantially similar to those contained in the Purchase and Sale Agreement attached hereto as Exhibit D. The conveyance shall be by way of Warranty Deed, free and clear of all liens and encumbrances except municipal and zoning ordinances and agreements entered under them, legal highways, easements, restrictions and covenants of record, and such other matters as may be approved, or objections thereto waived, by Developer.
  1. Payment terms on the Land Contact shall be as described in the Purchase and Sale attached as Exhibit D, but generally shall be made without interest beginning with \$0.00 due at Closing and then in annual installments of ten percent (10%) of the sale price (equal to \$7,500.00) due on January 1 of each year from 2025 through 2029 with a final payment of the remaining outstanding balance of \$37,500 due on January

1, 2029, provided that Developer may make additional payments in increments of \$1,000 at any time until January 1, 2029, without penalty.

- c. Closing on the Property shall take place no more than thirty (30) calendar days following the date Developer completes Developer's Preclosing Obligations as set forth in sub-section a., above, and notifies the Village of same. Village and Developer shall mutually agree to a date and time for Closing within that thirty (30) day time period. The Closing shall take place at [REDACTED] (the "Title Company"), or at such other place as may be agreed to by the parties in writing.
- d. Costs of title insurance, real estate transfer fees, closing fees, and all other ordinary and customary amounts incurred in connection with the Closing shall be paid by the parties in accordance with customary practice in Wood County, Wisconsin.
- e. The Village shall give evidence of title to the Property to Developer in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by the Title Company. For purposes of closing, title evidence shall be acceptable if the commitment for the required title insurance is delivered to Developer within ten (10) days of the parties selecting a closing date, showing title to the Property as of a date no more than ten (10) days before delivery of such title evidence to be merchantable, subject only to liens which will be paid out of the proceeds of Closing, the title conditions listed in sub-section b., above, and standard title insurance requirements and exceptions, as appropriate. Developer shall have five (5) business days from receipt of the title commitment to object to any title matters disclosed therein. Failure to object to any such item disclosed in the commitment within said five (5) business day period shall constitute Developer's approval of same.
- f. Village sells, and Developer purchases, the Property "As is, where is," with Village providing no warranties of any kind or nature, except the aforementioned warranty regarding title.
- g. Developer may not sell the Property prior to the Project Completion Date. Moreover, if Developer sells or transfers the Property to any individual or entity other than one owned by the same shareholders as Developer within five (5) years of the date of Closing, then Developer shall pay to Village the lesser of the sale price or the sum of \$[REDACTED]. This sale or transfer shall require prior Village written approval and shall also require that the buyer or transferee acknowledge and agree to accept and be bound by all terms of this Agreement.

## **V. DEVELOPER REPRESENTATIONS**

Developer represents, warrants, and covenants with the Village that:

- a. Developer has the power and authority to enter into this transaction, to execute, deliver and perform this Agreement, to execute and deliver each and every instrument and otherwise to consummate the transaction herein contemplated. Neither the execution, delivery nor performance of this Agreement by Developer will result in the breach of any

contract, covenant or agreement, or order, judgement, or decree by which Developer is bound or affected.

- b. The individuals signing on behalf of Developer are duly authorized, in the capacity indicated in the signature blocks forming a part of this Agreement, to sign this Agreement on behalf of their respective entity, and such signatures are sufficient to bind Developer hereto. The individuals so signing make the same representation in their individual capacities.
- c. Developer shall comply with all federal, state, and local laws with respect to the Project, including but not limited to laws governing building and construction, the environment, nondiscrimination, and employment and contracting practices, to the extent they are applicable.
- d. That Developer is aware that this Agreement contemplates the payment to it of project costs under Wis. Stats. Section 66.1105(2)(f), and that, pursuant to the Act, Developer is required to notify the Wisconsin Department of Workforce Development and the local workforce development board established under 29 USC 2832 of any positions to be filled by Developer in Wood County during the period commencing with the date Developer first performs work on the Project and ending one year after receipt of its final payment of Eligible Costs by the Village. Developer shall fully comply with these requirements and indemnify and hold the Village harmless against any claims arising from a failure to do so.
- e. That 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 are prevented, limited by or conflicts with or results in the breach of the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

## **VI. DEVELOPER OBLIGATIONS**

Developer covenants and agrees that it shall:

- a. Spend a minimum of \$327,021 constructing the Project and a minimum of \$170,000 on the Eligible Costs.
- b. Begin the Project no later than thirty (30) days after Closing on the Property and complete the Project no later than 180 days after beginning work on the Project, subject to extension by Force Majeure delays as defined herein.
- c. Maintain records and make them available to the Village and WEDC concerning Developer's actual expenses for the entire Project and Eligible Costs.
- d. Work in good faith in assisting the Village with preparing an application for, and administering if awarded, funds from the WEDC CDI program to assist with the Project

and to provide documents, assurances and guarantees as may be required by the Village and/or WEDC for the Project to be eligible for receipt of CDI funds.

- e. Maintain Mission Coffee operations at the Property (the “Operations”), which include retail sales of prepared food and beverages for consumption on and off the Property, and not terminate the operations in whole or in part or relocate any component of the operations to a place of business other than the Property.
  - 1. Nothing herein shall preclude Mission Coffee, its heirs, or successors from conducting similar operations at locations other than the Property provided that all Operations shall continue to be performed at the Property.
  - 2. In the event Mission Coffee, its heirs, or successors terminates or relocates Operations from the Property within seven (7) years of the Project Completion Date, Developer shall repay to the Village one hundred percent (100%) of the Village Share of the Project Grant. In addition, the Village shall have the right, exercisable within sixty (60) days of receipt of written notice or one hundred eighty (180) days of actual notice of such termination or relocation, whichever is earlier, to purchase the property at the equalized value specified in Section I.b. of this Agreement or the total amount paid on the Purchase and Sale Agreement executed concurrently with this Agreement and attached as Exhibit D hereto.
- f. Not contest an assessment of the total land and improvement value of the Property that is equal to or less than Four Hundred Thousand and No/100 Dollars (\$400,000.00)
- g. Not seek tax exempt status for any portion of the Property or to convey any portion of the Property to an entity that would result in the Property qualifying for tax exempt status without the prior approval of the Village per the provisions of sub-section I., below.
- h. Keep records of all project-related expenses and make such records available to the Village for inspection upon reasonable notice.
- i. Maintain, at its sole expense, adequate insurance against loss or damage occasioned by fire, extended coverage perils (to specifically include coverage for wind, storm and similar natural disaster), and hazards as the Village may reasonably require for the term of this Agreement. All insurance policies obtained to satisfy this requirement shall include a provision that they shall not be terminated, amended, or canceled without at least thirty (30) days prior written notice to the Village. In the event that any portion of the Project is substantially damaged or destroyed by fire, wind, storm, mold or bacteria, or any other cause during the term of this Agreement, Developer shall rebuild or repair the damaged or destroyed portions of the Project promptly to attain the assessed value of the Property for property tax purposes as most recently determined prior to the damage or destruction. Developer shall provide the Village with a certificate of insurance from its insurance carrier evidencing the required coverage not later than sixty (60) days after the initial effective date thereof and upon each renewal. Such adequate policies of insurance shall include a policy of a) commercial general liability insurance with limits not less than \$1,000,000 and \$2,000,000 in the aggregate; b) builder’s risk insurance in amount



to cover the full replacement of the improvements on the Property, including the Project; commercial property insurance insuring the full replacement costs of the Property, including personal property; and worker's compensation coverage as mandated by Wisconsin law.

- j. To continually maintain the Property in compliance with all applicable federal, state, and local laws, rules, and regulations.
- k. To pay in full, or subject to sub-section f., above, timely contest by appropriate action, all taxes levied on the real and personal property of the Property, all utility bills, and any and all other customary charges levied by the Village at the time such obligations are due. Failure to pay or contest said taxes in a timely manner shall constitute an event of default as provided under Article VIII, hereof.
- l. In the event that any revenue producing portion of the Property becomes exempt from ad valorem taxes without the consent of the Village during the statutory life of the TID District plus ten (10) years thereafter (the "PILOT Term"), the owner of such exempt portion of the Property shall make (or cause to be made) annual payments in lieu of taxes ("PILOT") in amounts equal to what the ad valorem property taxes would have been for such portion of the Property (as determined by the Village assessor, subject to the owner's right to contest such determination) had it not been exempt. The notice of such assessment shall be given in the same manner and time frame as if the exempt portion of the Property was not exempt. Such PILOT shall be due and payable at the same time and in the same manner as the ad valorem taxes would have been due and payable for such year. If the then-owner fails to make a PILOT when due, the Village may, in addition to all other remedies available to it, levy a special assessment against the exempt portion of the Property owned by such owner in the amount of the unpaid payments, provided any recoveries are limited to the PILOT amount then due. Notwithstanding the levying of such special assessment, this obligation shall be the personal obligation of the then-owner of the exempt portion of the Property. The covenant contained in this Article shall be deemed to be a covenant running with the land and shall be binding upon the then-owners of any portion of the Property for the duration of the PILOT Term. The Village is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce same against all of the then-owners of an exempt portion of the property. The covenants and obligations set forth in this Article may be embodied in a separate document and recorded against the Property with the Wood County Register of Deeds.

## **VII. WRITTEN NOTICES**

Any notice required or permitted hereunder shall be in writing, signed by the party giving the notice, and shall be deemed given when:

- a. Hand delivered to the party to whom the notice is addressed, or
- b. Mailed by certified mail, return receipt requested, United States mail, postage prepaid, or

- c. Delivered by overnight courier delivery service (e.g., Federal Express, UPS, etc.), and addressed to the party at the address shown below, or
- d. Delivered by email to the email address indicated, provided confirmation of receipt of any sent email is received.

To Village: Village Clerk-Treasurer and Interim Administrator  
Diane Tremmel and Duane Gau  
201 Market Ave. P.O. Box 10  
Port Edwards WI. 54469  
Email: diane.tremmel@portedwardswi.gov  
Email: villageadmin@portedwardswi.gov

With a copy to: Village Attorney  
Wisconsin Rapids Office:  
321 Market Street  
PO Box 1386  
Wisconsin Rapids, WI 54495-1386  
Email: Nicholas Nick@agv-law.com

To Developer: Behind the Curtain, LLC DBA Mission Coffee.  
Attn: Jen Oswald  
830 11th Street South  
Wisconsin Rapids, WI 54494  
Email: missionrapids@gmail.com

With a copy to: Developer Attorney  
Attn:  
Email:

## **VIII. EFFECTIVE PERIOD, DEFAULT, TERMINATION, AND INDEMNITY**

- a. This Agreement shall be effective immediately upon execution by both parties and remain in effect for a period of ten (10) years from the Project Completion Date.
- b. Any one or more of the following events constitutes an event of default ("Event of Default"):
  - 1. A party to this Agreement fails to perform any material obligation owing by such party under this Agreement within ten (10) days after receipt of written notice thereof from the other party; or
  - 2. Any foreclosure action is filed against the Property while under the ownership of Developer, any petition is filed by or against a party to declare a party bankrupt or a



debtor under any insolvency law or to delay, reduce, or modify a party's debts or obligations, or a party is declared insolvent according to law, or any assignment of a party's property is made for the benefit of creditors, or a trustee or receiver is appointed for a party or its property, provided, however, that none of the foregoing shall constitute an Event of Default if the party reasonably contests the action by appropriate proceedings.

- c. Notice of the occurrence of an Event of Default by a party shall be given to the other party in the manner specified in Article VII, hereof.
- d. Either party shall have the right to cure an Event of Default arising under sub-section b., above, within thirty (30) days of its occurrence (or, if the act necessary to cure such Event of Default does not involve the payment of money and cannot reasonably be cured within such thirty day period, if the defaulting party fails to commence such act within the thirty day period and thereafter promptly, effectively and continuously proceed with such act, subject to the Force Majeure provisions of Article IX, hereof).
- e. Upon the failure of a party to cure an Event of Default, the other party may at its sole option exercise any and all remedies available at law or in equity first to compel specific performance by the defaulting party of its obligations hereunder, or if appropriate, to recover damages incurred by the party seeking to pursue its remedies hereunder including, without limitation, all costs, taxes, filing fees, witness expense and reasonable attorneys' fees and disbursements. In addition, the Village may, at its option, pursue any or all of the following additional remedies:
  - 1. Strict foreclosure of the Property, which the Developer hereby agrees may be secured by the Village with a second position mortgage.
  - 2. Full and immediate repayment of all loans incurred by the Village in the course of its direct compliance with this Agreement, including any liability for the CDI Contract.
- a. No failure or delay by a party to insist on specific performance of any term of this Agreement or to exercise any right, power, or remedy upon a breach of this Agreement shall constitute a waiver of such term or such breach.
- b. Each right, power, and remedy of a party provided for under this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for under this Agreement. The exercise or beginning of the exercise by a party of any one or more of the rights, powers, or remedies provided for under this Agreement shall not preclude the concurrent or later exercise by a party of any or all such other rights, powers, or remedies.
- c. The Developer hereby agrees to and shall at all times indemnify and hold harmless the Village, and its Board, directors, officers, employees, agents, and contractors (collectively, the "Indemnitees") against all: (i) claims, demands, liabilities, actions, and prosecutions which may be asserted, made or brought against the Indemnitees, or any of

them, and; (ii) losses, costs, damages, and expenses, including reasonable attorney expenses and disbursements, which may be suffered, incurred, or sustained by the Indemnitees, or any of them, to the extent caused or contributed to by any breach of this Agreement by the Developer or any lien filed by any contractor or agent undertaking work or supplying services or materials for the Project; provided in no event shall a party be liable to the Indemnitees for any consequential or incidental damages, damages resulting from loss of profits or income, loss of use or property, or other indirect damages.

- d. If any party is required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party in the litigation, arbitration, or mediation shall be entitled to collect its costs, including reasonable attorneys' fees and expert witness fees from the losing party (or parties). If the court, arbitrator, or mediator awards relief to all parties, each will bear its own costs.
- e. The Village is a governmental entity entitled to governmental immunity under law, including Wis. Stat. § 893.80. Nothing contained in this Agreement shall waive the rights and defenses to which the Village may be entitled under law, including all of the immunities, limitations, and defenses under Wis. Stat. §893.80, or any subsequent amendments thereof.
- f. THE VILLAGE HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY (OTHER THAN TITLE) OF ANY KIND OR NATURE WITH RESPECT TO THE PROPERTY, THE PROJECT OR THE WORK PERFORMED OR TO BE PERFORMED WITH RESPECT THERETO, THE SUITABILITY OF THE PROPERTY FOR THE DEVELOPER IMPROVEMENTS OR FOR ANY OTHER PURPOSE OR USE OR ANY OTHER ASPECT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES AS TO THE CONDITION OF THE PROPERTY, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WHATSOEVER SHALL THE VILLAGE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SIMILAR DAMAGES, WHETHER FOR LOST PROFITS, LOST REVENUES, OR OTHERWISE, REGARDLESS OF WHETHER THE PARTIES MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME. ANY OBLIGATION OR LIABILITY WHATSOEVER OF VILLAGE WHICH MAY ARISE AT ANY TIME UNDER THIS AGREEMENT OR ANY OBLIGATION OR LIABILITY WHICH MAY BE INCURRED BY VILLAGE PURSUANT TO ANY OTHER INSTRUMENT, TRANSACTION, OR UNDERTAKING CONTEMPLATED HEREBY SHALL NOT BE PERSONALLY BINDING UPON, NOR SHALL RESORT FOR THE ENFORCEMENT THEREOF BE HAD AS TO THE ASSETS OR PROPERTY OF, VILLAGE'S ELECTED OR NONELECTED OFFICIALS, BOARD MEMBERS, EMPLOYEES, OR AGENTS, REGARDLESS OF WHETHER SUCH OBLIGATION OR LIABILITY IS IN THE NATURE OF CONTRACT, TORT, OR OTHERWISE.

## **IX. TIME, FORCE MAJEURE**

Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargos, acts caused directly or indirectly by the other party (or the party's agents, employees, or invitees), or similar causes beyond the reasonable control of such party ("Force Majeure"). If one of the foregoing events shall occur or any party shall claim that such an event shall have occurred, the other party shall investigate same and consult with the other and the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided, however, that failure of performance was reasonably caused by such Force Majeure.

## **X. GENERAL PROVISIONS**

- a. Recitations. The representations and recitations set forth in the recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph, subject to all of the terms and conditions in the balance of this Agreement.
- b. Binding Effect/Assignment. The obligations of Developer and the Village under this Agreement shall be binding on their respective successors and assigns. Developer may not assign its benefits or obligations under this Agreement without the express prior written approval of the Village, and any unapproved assignment is void. Developer may, in its discretion, require that any subsequent owner of all of part of the Property assume all of part of Developer's obligations under this Agreement. No such assumption, however, and no act by the Village, shall release Developer from any obligation or liability under this Agreement, unless the Village expressly agrees in writing to release Developer, which consent shall not be unreasonably withheld, conditioned or delayed. The Village shall have the sole discretion to release or not release Developer from the obligations and liabilities under this Agreement.
- c. Amendments/Modifications. This Agreement may be amended or modified only by a written amendment approved and executed by the parties hereto.
- d. Entire Agreement. This written Agreement and the exhibits hereto shall constitute the entire agreement between the parties hereto as of the date hereof.
- e. Governing Law and Venue. This Agreement shall be construed in accordance with the internal laws of the State of Wisconsin, without regard to principles of conflicts of law. Personal jurisdiction and venue for any civil action commenced by any party arising out

of this Agreement shall be deemed to be proper only if such action is commenced in circuit court for Wood County unless it is determined that such court lacks jurisdiction. Developer hereby consents to personal jurisdiction in Wood County. Developer also expressly waives the right to bring such action in, or to remove such action to, any other court whether state or federal, unless it is determined that the circuit court for Wood County lacks jurisdiction.

- f. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the invalid part, term, or provision was never part of the Agreement.
- g. Counterparts. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.
- h. Compliance with Applicable Laws. Development of and construction and operations of the Project and Property shall be in compliance with all applicable laws, ordinances, and regulations relating to same.
- i. No Vested Rights Granted. Except as provided by law, or as expressly provided in the Agreement, no vested rights to develop the Project shall inure to Developer by virtue of this Agreement. Nor does the Village warrant that Developer is entitled to any other approvals required for the construction of the Project as a result of this Agreement.
- j. Construction of Agreement. Each party participated fully in the drafting of each and every part of this Agreement. This Agreement shall not be construed strictly in favor of or against either party. It shall be construed simply and fairly to each party.
- k. No Partnership. 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.
- l. Section Captions. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.
- m. Immunity. Nothing contained in this Agreement constitutes a waiver of the Village's sovereign immunity under applicable law.
- n. No Private Right or Cause of Action. Nothing in this Agreement shall be interpreted or construed to create any private right or a private cause of action by or on behalf of any person not a party hereto.
- o. Compliance with Laws. Developer shall comply with all federal, state, and local laws with respect to the Project, including but not limited to laws governing building and

construction, the environment, nondiscrimination, and employment and contracting practices, to the extent they are applicable.

- p. Recording. The Village may record a copy of this Agreement, or a memorandum thereof, in the Wood County Register of Deeds Office. All costs of recording shall be paid by Village.

[Signatures on Following Page]

**IN WITNESS WHEREOF**, the parties hereto have set their hands as of the date first set forth above.

WITNESS:

VILLAGE OF PORT EDWARDS  
A municipal corporation

\_\_\_\_\_

By: \_\_\_\_\_  
Betsy Mancl, Village “President

\_\_\_\_\_

By: \_\_\_\_\_  
Diane Tremmel, City Clerk-Treasurer

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_

WITNESS:

Behind the Curtain, LLC DBA Mission Coffee

\_\_\_\_\_

By: \_\_\_\_\_  
Jennifer Oswald, President



## **EXHIBIT A**

### **Property Legal Description**

Tax Identification Number: - 27002100.050

VILLAGE OF PORT EDWARDS 1ST ADD TOWNSITE OF PORT EDWARDS THE E15' OF LOT 8 BLK 17

Tax Identification Number: – 27002090.080 –

VILLAGE OF PORT EDWARDS 1ST ADD TOWNSITE OF PORT EDWARDS THE E25' OF W45' OF LOT 8 BLK 17

Tax Identification Number: – 27002080.180

VILLAGE OF PORT EDWARDS 1ST ADD TOWNSITE OF PORT EDWARDS THE ELY 40' OF LOT 7 & WLY 20'  
LOT 8 BLK 17

**EXHIBIT B**

**Preliminary Project Plans**

**EXHIBIT C**

**Eligible Costs**

**VILLAGE BOARD RESOLUTION NO. 2024-1**  
**VILLAGE OF PORT EDWARDS,**  
**WOOD COUNTY, WI**

**RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE  
WISCONSIN ECONOMIC DEVELOPMENT CORPORATION FOR A COMMUNITY  
DEVELOPMENT INVESTMENT PROGRAM GRANT**

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF PORT EDWARDS, WOOD COUNTY, WISCONSIN, A MUNICIPAL CORPORATION:

**WHEREAS**, The Village of Port Edwards owns three parcels (parcel numbers 2700208, 2700209 and 2700210) located at 140 Market Avenue; Port Edwards, Wisconsin, and;

**WHEREAS**, Mission Coffee has entered into a detailed, long-term development agreement concerning the roles and responsibilities of each Party with respect to the Project's implementation and use of the CDI Grant and TID funds to purchase and remodel approximately 4,000 square feet of the existing building. Said remodeling and existing areas will consist generally of a coffee shop and a boutique retail section, and storage spaces as well as improvements to the building exterior, parking, and landscaping (the "Project");

**WHEREAS**, as an inducement for Developer to develop the Project on the Property, the Village has agreed to provide Developer with an economic development incentive TIF grant of \$5,000, write down of the sale price of the Property of \$75,000, and a TIF loan of \$50,000 on the terms and conditions more fully described in the development agreement; and

**WHEREAS**, Mission Coffee is seeking additional assistance (the "Assistance") with \$86,000 in extraordinary Project costs, without which the Project would not be completed as proposed;

**WHEREAS**, the Village intends to provide the requested Assistance to Mission Coffee using a Wisconsin Economic Development Corporation (the "WEDC") Community Development Investment Program Grant (the "CDI Grant");

**WHEREAS**, The terms of the development agreement fulfill the 1:1 matching funds required by the CDI Grant, and the Village and Mission Coffee have agreed to maintain and make available for inspection all records as required by WEDC if a CDI Grant is awarded to the Village;

**WHEREAS**, the Village of Port Edwards finds that the improvements to be funded by the CDI Grant are imperative to the economic viability of the Project and the long-term economic viability of the downtown and that such funds would be extremely difficult to obtain from other sources;

**WHEREAS**, the Village of Port Edwards finds that the Property and Village's proposed use of the CDI Grant are ideal matches to the purpose, goals and eligibility of the CDI Grant Program as articulated by WEDC;

**WHEREAS**, the Village of Port Edwards finds that submittal of an application for a CDI Grant to be in the best interests of the public and promotes the health, safety and welfare of the community and respectfully requests that WEDC award a CDI Grant to the Village consistent with its application.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Village of Port Edwards that:

Section 1: The recitals cited above are hereby fully incorporated by reference.

Section 2: The Village of Port Edwards finds that the Project and requested Assistance are essential to the long-term economic viability of the Property and economic viability of the downtown and directs that these items be included in a Village application for a CDI Grant.

Section 3: Matching funds for the Village's application for a CDI Grant are fulfilled by the terms of the development agreement with Mission Coffee. The Village pledges to cover all grant administrative costs.

Section 4: The Village Administrator and Village Clerk are hereby authorized and directed to do all things necessary to complete an application for a WEDC CDI Program Grant for up to Eighty-Six Thousand and NO/100 Dollars (\$86,000.00) to assist with extraordinary Project costs.

Section 5: The Village of Port Edwards finds that the Village's submittal of an application for a CDI Grant to be in the best interests of the public and promotes the health, safety and welfare of the community and respectfully requests that WEDC award a Grant to the Village consistent with its application.

This resolution is being adopted by the Village of Port Edwards of the Village of Port Edwards at a duly scheduled meeting on February 13, 2024.

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Betsy Mancl, President

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Diane Tremmel, Village Clerk

Wisconsin Economic Development Corporation  
Community Development Investment Grant

To whom it may concern:

I am writing to express my strong support for the Village of Port Edward's application to the Wisconsin Economic Development Corporation's Community Development Investment grant funds on behalf of Mission Coffee.

Mission Coffee is a reputable local brand. For two years, Jennifer Oswald has owned and operated Mission Coffee on the Wisconsin Rapids campus of Mid-State Technical College. The coffee served in the store is sourced by Mission Coffee's Roastery, which provides a fresh, local product for customers.

Businesses in downtown Port Edwards were greatly affected by the closure of the former Domtar Paper Mill in 2008. This adaptive reuse of a vacant bank building is a cornerstone of the Village's efforts to revitalize its downtown. Since the revitalization project began, the Village started having community events in the business district area and welcomed new businesses in the previously vacant buildings. The Village currently has three vacant buildings left, including the former bank where Mission Coffee plans to locate. Successful completion of this project will reestablish a sense of civic pride in a community that is still recovering from the economic shock of the Mill closure.

I fully support the Village of Port Edward's application to the Wisconsin Economic Development Corporation for the Community Development Investment grant and you to give it your full consideration.

Sincerely,