

DEVELOPMENT AGREEMENT
MUSEUM OF NATURE & CULTURE

THIS AGREEMENT is made as of the ____ day of _____, 20__, by and between Milwaukee County (the “County”) and Historic Haymarket Milwaukee, Inc., a Wisconsin nonstock corporation (“Developer”).

RECITALS

WHEREAS, on March 15, 2022, the County’s Board of Supervisors adopted a Resolution to pass File No. 22-454 (attached hereto as **Exhibit A**) authorizing the County to negotiate and enter into agreements and submit future resolutions for the issuance of not-to-exceed amount of Forty-Five Million Dollars (\$45,000,000) in general obligation bonds or notes for the relocation of the Milwaukee County Collections (as defined hereinafter); and

WHEREAS, the County and Developer seek to establish the parameters for a County investment in a new public museum facility (“Project”), to be developed, constructed and owned by Developer and its affiliate, the Wisconsin Museum of Nature and Culture, Inc. (“WMNC”), with the understanding that the County will have no ownership in Project, Developer or WMNC; and

WHEREAS, the County and Developer desire to set forth their understanding of the future relationship between the two parties as it relates to the development of the new museum facility; and

WHEREAS, on or about February 2021, the Developer acquired certain property in the City of Milwaukee, Milwaukee County, Wisconsin as more fully described on **Exhibit B** attached hereto (the “Property”). The Property consists of approximately 2.4 acres of land and is located at the northeast corner of North 6th Street and West McKinley Avenue in the City of Milwaukee. The parties now desire to enter into this Agreement to set forth the terms and conditions by which the Property will be developed and to establish certain additional covenants and restrictions; and

WHEREAS, as part of the Project, Developer will convey ownership of the Project to WMNC (defined below); and

WHEREAS, as WMNC shall be operated as a public museum that is open to the general public, subject to such reasonable rules and regulations as may be promulgated from time to time regarding matters such as, but not limited to: admission days; days and hours of operation; the safety of employees and the general public; the safety, protection and security of Collections (hereinafter defined); the anonymity of donors who desire anonymity; and, to the extent permitted by law, the confidentiality of employee records and business records; and

WHEREAS, as WMNC will be operated as a museum exhibiting portions of the historic Collections belonging to the County, the County will have the authority to issue general obligation

bonds or notes for the purpose of providing funds for capital expenditures related to the Project as further detailed in this Agreement.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** In addition to the words and terms elsewhere defined in this Agreement, the following words and terms used herein shall have the following meanings:

1.1 “Approved Plans” means the concept design plans set forth in Exhibit B that were approved by Milwaukee County on July 13, 2022, which are hereby ratified for purposes of this Agreement.

1.2 “Building” means the approximately 191,000-square foot new building to be constructed to house WMNC.

1.3 “Collections” means all items, which are owned by the County and currently managed and cared for by MPM, which may be displayed or used for research in the Building, plus all additional artifacts of historical or scientific value or significance hereafter acquired by the County to be used for exhibition, display, education, or research in connection with or as part of the activities and operations of MPM, or WMNC, less any of the foregoing which have been loaned, which are no longer owned by County, or which shall be sold, transferred, repatriated, or otherwise disposed of in accordance with the “Collections Policy.”

1.4 “Collections Policy” is the policy that actively guides the stewardship of the Collections, originally approved by the County on March 17, 2016 and periodically updated in accordance with museum standards.

1.5 “Community Benefits Records” means the records from the Developer demonstrating its compliance and good faith efforts undertaken with respect to Section 2.2(b) of this Agreement. The form and substance of the Community Benefits Records will be specified in the Developer’s Compliance Plan.

1.6 “Funding and Management Agreement” means the agreement to be entered into between County and WMNC related to the care and management of the Collections, both in the Building and at the Off-Site Storage facility.

1.7 “Historic Haymarket Milwaukee, Inc.” or “Developer” is the Wisconsin nonstock corporation organized under Wis. Stat. ch. 181 and recognized as exempt under Section 501(c)(3) that will serve as developer and financier of the project. The mission of Developer is to finance and fundraise for the Project.

1.8 “Material Alteration of the Project” means: i) a change in the scope and use of the Building so that it is no longer a public museum facility; ii) a change to a design that no longer bears resemblance to the design in **Exhibit C**; or iii) any substantial change to the

Compliance Plan, approved by the Milwaukee County Office of Economic Inclusion (“OEI”) and the Milwaukee County Economic Development Division.

1.9 “Milwaukee Public Museum, Inc.” or “MPM” is a Wisconsin nonstock corporation organized under Wis. Stat. ch. 181 and recognized as exempt under Section 501(c)(3), with the mission to inspire curiosity, excite minds, and increase desire to preserve and protect our world’s natural and cultural diversity through exhibitions, educational programs, collections, and research.

1.10 “Off-Site Storage” means the facility to house Collections that are not on display, on loan or being frequently researched, which shall be maintained by WMNC in a separate building as specified in the Funding and Management Agreement at a location other than the Property.

1.11 “Off-Site Storage Project” means the establishment of the Off-Site Storage facility and the moving and transition of the Collections.

1.12 “Project” means the improvements, including the Building and museum exhibits, to be initially constructed by the Developer on the Property in conformity with the Approved Plans.

1.13 “Wisconsin Museum of Nature and Culture, Inc.” or “WMNC” is a Wisconsin nonstock corporation organized under Wis. Stat. ch. 181 and recognized as exempt under Section 501(c)(3). WMNC is the legal entity that will own and operate the Building.

2. Development of the Project.

2.1 Construction by the Developer. The Developer shall, at its own cost and expense, cause the construction of the Project on the Property in a good and workmanlike manner and in compliance with all then applicable building codes and ordinances. Construction of the Project on the Property shall be completed substantially in conformity with the Approved Plans.

The Approved Plans may be refined or modified by the Developer from time to time leading up to, and during, the course of construction, provided that a Material Alteration of the Project shall require the written advance consent of the County.

The Director of Administrative Services-Facilities Management Division (“DAS-FMD”) shall have the right, upon request, to review the further design work for consistency with the Approved Plans.

In the event that the Developer or DAS-FMD determines that a change in the Project would constitute a Material Alteration of the Project, the Developer shall not institute such modification until receiving written approval from the County’s Director of Economic Development. If approval of the County may be required, the DAS-FMD shall respond in writing within ten (10) business days of its having been notified, indicating if an approval is required. To the extent necessary to approve or disapprove a Material Alteration of the Project, the County shall be allowed – upon notice to the Developer – a reasonable amount of time beyond ten (10) business days (which additional time may include the time needed to seek approval by the Milwaukee

County Board) to provide its approval or disapproval. If an approval is required for a Material Alteration of the Project, the request shall be presented to any or all of the following Committees: Community, Environment, and Economic Development Committee; Parks, Energy & Environment Committee; Finance Committee; and/or any other Committee, all as determined and directed at the sole discretion of the Chair of the Board of Supervisors. It is expressly understood that such approvals cannot be accomplished in ten (10) business days. Thus, such additional time shall be permitted to seek Committee review and Milwaukee County Board approval or disapproval.

2.2 Funding. County shall contribute Forty Five Million Dollars (\$45,000,000) (the "County Contribution") to the Developer, through the issuance of bonds to bond eligible construction costs (as determined by the County Comptroller) for the construction of the Project and construction or improvement of Off-Site Storage. The County Contribution shall be made upon satisfaction of the following contingencies and conditions and County payments shall be made to the Developer within 60 days upon receipt of evidence of project expenditures to the Milwaukee County Office of the Comptroller. Evidence shall include copies of invoices paid, the associated purchase order(s) or contract(s), and a copy of the check(s) or fund transfer(s) evidencing payment:

The County agrees that the following contingencies have been satisfied:

(a) Developer has, as part of the State of Wisconsin 2021 - 2023 biennial budget secured funding of Forty Million Dollars (\$40,000,000) ("State Funding"), which must have been used for, or remain available for, Project costs as of the date of the County Contribution.

(b) Developer will execute a Compliance Plan ("Compliance Plan") with the Department of Administrative Services – Economic Development Division and the Office of Economic Inclusion (OEI) department of Milwaukee County prior to the distribution of funding. The Compliance Plan will specify that Developer shall utilize good faith efforts to meet the community benefit goals of the Compliance Plan that shall include a goal of at least twenty percent (20%) of Project expenditures with Targeted Business Enterprise (TBE) firms, and a workforce goal that forty percent (40%) of hours worked on the Project be performed by workers qualifying through the City of Milwaukee Residents Preference Program, and fifty percent (50%) of hours worked on the Project be performed by workers residing in Milwaukee County. Developer shall retain an independent third party monitor to track and verify compliance.

(c) An opinion of Bond Counsel for Milwaukee County determining that the County is authorized to appropriate money or otherwise issue the necessary debt obligation to make the County Contribution.

Prior to the first expenditure submittal, Developer must demonstrate to County's reasonable satisfaction:

(d) Developer must provide a schematic design of the Building with museum exhibits, provide a cost estimate for completion of construction, and identify

sources of funding demonstrating that Developer has secured funding for at least ninety percent (90%) of the capital costs of the Building, museum exhibits and Off-Site Storage. The identification shall include the verification to the County of the validity of the pledges and funds received by Developer for the project and the amounts designated for the project and endowment fund. The Developer shall engage its external auditor to prepare an audit report of all gifts received, pledges and funds received pledge receivables, grants, cash and investments, and the designation of how the funds will be utilized based on the pledges made. The Audit Report will be prepared based on the guidelines of the American Institute of CPAs for an "Auditors Report on a Specific Element" and be delivered to the County. Upon receipt of the audit, the County shall respond in forty-five (45) days.

(e) Developer shall provide County with a contingency plan for potential project funding deficits related to under-realized donor revenue and/or Project cost overruns. Such plan shall not include any additional County capital funding for the Project in excess of the \$45,000,000 provided for herein. Developer shall submit the contingency plan to the Department of Administrative Services-Economic Development Division; the Department of Strategy, Budget, and Performance; and the Office of the Comptroller prior to the issuance of the County's \$45,000,000 in general obligation bonds. Within thirty (30) days of the plan's submittal, the Office of the Comptroller shall determine whether the plan is sufficient and provide a sufficiency notice in writing to Developer ("Sufficiency Notice"). If the Comptroller does not deem the plan to be sufficient, then the Office of the Comptroller, in coordination with the Department of Administrative Services-Economic Development Division and the Department of Strategy, Budget and Performance, will communicate County's concerns in the Sufficiency Notice. Developer shall have thirty (30) days thereafter to address the concerns and cure or propose a plan to cure any deficiencies. Such deficiencies shall be corrected to the reasonable satisfaction of the Comptroller prior to the issuance of debt to fund the County Contribution.

(f) Developer shall deliver to the County a Performance Deposit (the "Deposit") in the amount of \$100,000. The Deposit shall serve as a security on deposit for the full and complete performance of all of the obligations, agreements and covenants in this Agreement, which obligations shall be performed in compliance with the other terms and conditions of this Agreement. The Deposit shall be in a form approved in advance in writing by the County. The Deposit shall be returned to the Developer within 10 days after the date a certificate of occupancy is issued for the Building, provided the Developer has submitted the proper Community Benefits Records to satisfy its Community Benefits Reporting obligation.

(g) DAS-FMD and Developer will agree on a naming designation that features "Milwaukee" for the facility and the manner in which the Collections will be visibly referred to, through signage and otherwise, as the "Milwaukee County Collections" throughout the museum and in museum materials ("Signage Plan"). The Signage Plan will include signage within the visible Collections storage identified in the concept design in Exhibit C.

2.3 Ongoing Requirements.

(a) The Funding and Management Agreement will contain the following language: WMNC shall be operated as a facility public museum that is open to the general public, subject to such reasonable rules and regulations as may be promulgated from time to time regarding matters such as, but not limited to: admission days; days and hours of operation; the safety of employees and the general public; the safety, protection and security of Collections; the anonymity of donors who desire anonymity; and, to the extent permitted by law, the confidentiality of employee records and business records.

(b) If Developer determines that loans will be needed for cash flow purposes to build the Project or the museum exhibits, Developer shall make such loan agreements, and any future amendments to such agreements available to the County.

(c) It is Developer's responsibility to verify to County the validity of pledges and funds received by Developer for the project. Following the end of each fiscal year and concluding with the fiscal year in which a certificate of occupancy is received for the Building, Developer shall engage its external auditor to prepare an audit report of all pledge receivables, cash, and investments, net of any outstanding payables or other commitments for such funds, held by Developer for the project as of its fiscal year end ("Audit Report"). The Audit Report will be prepared based on the guidelines of the American Institute of CPAs for an "Auditors Report on a Specific Element" and be delivered to the County within six (6) months of the fiscal year close.

(d) If an Audit, as outlined in this Section 2.3, indicates that pledge receivables plus cash and investments will not be sufficient to meet the project cash flow schedule, Developer will be required to provide a reserve of available funds or line of credit that bridges the gap in receivables and cash flow before any additional funds are allocated.

(e) Developer must allow, upon County request and at County's sole cost and expense, an external auditor to examine the donor contributions and report to the County verifying the donations received, committed, spent and available by Developer identified fundraising subgoals: Building, museum exhibits, endowment, moving and Off-Site Storage.

(f) Developer will adhere to the insurance requirements as outlined in Exhibit E.

2.4 Nondiscrimination and Affirmative Action. In construction of the Project and performance of its duties and obligations hereunder, the Developer shall not discriminate against any employee or applicant for employment (and the Developer shall use reasonable efforts to eliminate any such discrimination by its contractors) based on ancestry, prior arrest record, prior conviction record, creed, genetic testing, honesty testing, marital status, membership in the national guard, state defense force or any reserve component of the military forces in the United States or the State of Wisconsin, pregnancy or child birth, sexual orientation, race, color, national origin, age, sex or disability which shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates

of pay or other forms of compensation and selection for training, including apprenticeships. The Developer will post in conspicuous places, accessible to employees, notices setting forth the provisions of the foregoing nondiscriminatory clause. The Developer will strive to implement the principles of equal employment opportunities through an effective affirmative action program, which program shall have as its objective to increase the utilization of women, minorities and handicap persons, and other protected groups in the Developer's employment at the Project for so long as it is located there, and in construction of the Project. The Developer shall cause its contractors and subcontractors and any assignee to comply with this Section 2.6 with respect to construction of the Project.

3. Defaults and Remedies.

3.1 Events of Default by the Developer. Any one or more of the following events are hereby defined as, declared to be, and constitute an "Event of Default" by the Developer for purposes of this Agreement: (a) the Developer fails to complete construction of the Project and secure an occupancy permit by December 31, 2027, subject to extension for Force Majeure Delays (as defined in Section 4.4) or (b) the failure of the Developer to perform any other term, condition or covenant to be performed or observed by the Developer, subject to extension for Force Majeure Delays. In the event an Event of Default by the Developer shall occur, the County shall send written notice to the Developer ("Default Notice") specifying the nature of the default in detail, and the Developer shall have 30 days after receipt of the Default Notice to cure such Event of Default or commence to cure. In the event that the Developer does not cure such Event of Default within such 30-day period (or such other reasonable time as necessary if such default cannot be cured within 30 days and the Developer, upon receipt of such notice, promptly commences the process of curing such default and diligently and continuously pursues such cure to completion), the County may pursue any available remedy against the Developer, either at law or in equity, including, without limitation, the right to pursue specific performance or injunctive relief and collect actual damages for the Developer's breach or failure to perform (including reasonable attorneys' fees).

3.2 Events of Default by the County. If the County shall fail to perform any other term, condition or covenant to be performed or observed by the County for more than 30 days after receipt by the County of written notice from the Developer specifying in detail the nature of such failure (or such other reasonable time as is necessary if such default cannot be cured within 30 days and the County, upon receipt of such notice, promptly commences the process of curing such default and diligently and continuously pursues such cure to completion), the Developer may pursue any available remedy against the County at law or in equity including, without limitation, the right to pursue specific performance or injunctive relief and collect actual damages for the County's breach or failure to perform (including reasonable attorneys' fees).

3.3 Rights and Remedies Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times of any other rights or remedies for the same default or any other default by the other party.

3.4 Costs and Attorneys' Fees. In the event any legal or equitable action or proceeding shall be instituted to enforce any provision or agreement contained herein, the party prevailing in such action shall be entitled to recover from the losing party all of its costs including court costs and reasonable attorneys' fees. The prevailing party shall be such party that substantially obtains the relief sought with or without the commencement of litigation.

4. General Provisions.

4.1 Conveyance of the Property. Notwithstanding anything to the contrary herein, the Developer may assign its interest in this Agreement, the Project, or the Property to an affiliate of the Developer, including WMNC. The Developer shall promptly notify the County in writing of any such assignment.

4.2 Mortgages. Notwithstanding any other provision contained herein, nothing herein shall limit, restrict or prohibit the Developer from entering into any mortgage, deed of trust, sale and lease-back or any other form of conveyance or any form of equity or income participation, including but not limited to a partnership or joint venture, required by a lending institution for the purpose of securing a loan to be used for financing the acquisition of the Property, the construction of the Project thereon and any other expenditures necessary and appropriate to develop the Property. The words "mortgage" and "deed of trust" as used herein includes all other appropriate modes of financing real estate acquisition, construction and land development.

4.3 Liens. Until the Project is substantially completed in compliance with the requirements contained herein, the Developer shall take all commercially reasonable steps to prohibit any construction liens to be filed against the Property or the Project thereon.

4.4 Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, neither the Developer nor the County shall be considered in breach or default of its obligations with respect to the construction of the Project (including the commencement of construction, or the completion of construction and issuance of an occupancy permit) in the event that a delay in the performance of such obligations is due to causes which were beyond its reasonable control, such as adverse weather conditions, strikes, acts of God, acts of a public enemy, acts of any governmental authorities (including the County in the case of the Developer), fire, flood, epidemics, embargoes or shortages of workforce or material from all reasonable sources ("Force Majeure Delay"). In the event of a Force Majeure Delay, the time for performance of the affected obligation shall be extended for the period of the Force Majeure Delay; provided, however, the delayed party shall, within 15 business days after the occurrence of the event causing the Force Majeure Delay, deliver written notice to the other party of the cause thereof. Failure to deliver written notice of such delay (with appropriate back-up documentation) shall constitute a waiver of the delayed party's right to claim an extension of the time period preceding such notice because of the Force Majeure Delay.

4.5 Notices. All notices and demands by either party to the other shall be given in writing and personally delivered or sent by United States certified mail, return receipt requested, postage prepaid, and addressed:

To the County:

Director
Department of Administrative Services
901 North 9th Street, Room 308
Milwaukee, WI 53233

with a copy to:

Milwaukee County Corporation Counsel
901 North 9th Street, Room 303
Milwaukee, WI 53233

To the Developer:

Historic Haymarket Milwaukee, Inc.
800 W. Wells
Milwaukee, WI 53233
Attn: Katherine Sanders, President

with copies to:

Foley & Lardner, LLP
777 E Wisconsin Ave.
Milwaukee Wisconsin 53202
Attn: Bruce A. Keyes

Either party may, upon prior notice to the other, specify a different address for the giving of notice. Notices shall be deemed given upon receipt or refusal to accept delivery.

4.6 Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) The captions and headings herein are solely for convenience of reference only and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

(c) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and masculine genders, and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

(d) The laws of the State of Wisconsin shall govern this Agreement.

(e) Since both parties to this Agreement have had adequate opportunity to review and negotiate its terms, in no event shall this Agreement be construed against the drafter.

4.7 Waivers. Waiver by the County or the Developer of any breach of any term, covenant or condition herein shall not be deemed to be a waiver of any future breach of the same or any other term, covenant or condition of this Agreement.

4.8 Severability. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

4.9 Entire Agreement and Amendments. This Agreement, including Exhibits, and all documents referenced herein, contains all the covenants and agreements between the County and the Developer relating in any manner to development of the Project and other matters set forth in this Agreement. No prior oral agreements or understandings pertaining thereto shall be valid or of any force or effect, and the covenants and agreements of this Agreement shall not be altered, modified or amended except in writing signed by the County and the Developer. The County and the Developer reserve the right to modify and amend this Agreement without the joinder or approval of any other party.

4.10 Authority. The Developer hereby acknowledges and agrees that it is a validly formed and existing nonstock corporation formed in the State of Wisconsin. The undersigned signatory has the requisite power and authority, statutory and otherwise, to enter into and perform this Agreement pursuant to its terms and conditions without any further notice or consent from any person or entity. Promptly following request by the County, Developer shall deliver copies of its corporate resolution or other authorizing documentation demonstrating that it has the power and authority to enter into this Agreement. The County hereby acknowledges and agrees that the undersigned signatories have the requisite power and authority, statutory or otherwise, to enter into and perform this Agreement, pursuant to its terms and conditions without any further notice or consent from any person or entity. Promptly following request by the Developer, the County shall deliver copies of its corporate resolution or other authorizing documentation demonstrating that it has the power and authority to enter into this Agreement.

4.11 Successors. Except as otherwise expressly provided herein, all of the covenants, agreements, terms and conditions of this Agreement shall run with the Property and the Project and inure to the benefit of and be binding upon the County and the Developer and their respective successors and assigns and any party obtaining any interest in the Property after the date hereof. Notwithstanding anything to the contrary contained herein, the right of enforcement of the terms, conditions or covenants of this Agreement to be performed or observed by the Developer is solely vested in the County or any successor entity to the County.

4.12 Independent Contractor. Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the County or its successors and assigns and the Developer or its successors and assigns. In entering into this Agreement, and in acting in compliance herewith, the Developer is at all times acting and performing as an independent contractor duly authorized to perform acts required of it hereunder.

This Agreement does not create the relationship of principal, an agent or of partnership or joint venture or any other association between the County and the Developer, the sole relationship between the County and the Developer being that of a seller and purchaser of land, with certain obligations, covenants and responsibilities described herein.

4.13 Records and Audits. Developer, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as “Designated Personnel”) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of Developer, or other party to the contract, related to the terms and performance of this Agreement for a period of up to three years following the date of last payment under this Agreement. Any subcontractors or other parties performing work under this Agreement will be bound by the same terms and responsibilities as Developer. All subcontracts or other agreements for work performed under this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. Developer, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations concerning fraud, waste, and abuse) of the Milwaukee County Code of General Ordinances.

[Execution Pages Follow]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first written above.

MILWAUKEE COUNTY

By: Aaron Hertzberg
Name: Aaron Hertzberg
Its: Director, DAS

Approved with regards to County Ordinance Chapter 42:

By: Lamont Robinson Date: 11/16/2023
Office of Economic Inclusion

Reviewed by:

By: Adam J. Nelson Date: 11/14/2023
Risk Management

Approved for execution:

By: Scott F. Brown Date: 11/14/2023
Corporation Counsel

Approved as to funds available per Wisconsin Statutes Sec. 59.255(2)(e):

By: [Signature] Date: 11/17/2023
Comptroller

Approved:

By: [Signature] Date: 11/20/2023
County Executive

Approved as compliant under sec. 59.42(2)(b)5, Stats.:

By: [Signature] Date: 11/21/2023
Corporation Counsel

Historic Haymarket Milwaukee, Inc.,
a Wisconsin nonstock corporation,

By: Katherine Sanders

Name: Katherine Sanders

Its: President

[Historic Haymarket Milwaukee, Inc. Execution Page to Development Agreement]

EXHIBIT A

County Board Resolution File No. 22-454

EXHIBIT B

Legal Description of the Property

A redivision of part of Lots 1, 2, 3, 4, 5, 6, 7 and 98 and vacated alley adjacent in Block 36 and lands adjacent to the east of Block 36, in the Plat of the Town of Milwaukee on the West Side of the River, being part of Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 20, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

EXHIBIT C
Design Specifications

EXHIBIT D

Construction Schedule

The construction of a natural history museum building and fabrication and installation of exhibits is a highly complex process. Throughout the design phase, the schedule has been refined to reflect current information. Below is an anticipated timeline, at the time of this document's execution, and adjustments will continue to be made as the project progresses,.

February 2021	Site Purchased
2022-2023	Building Demolition and Site Preparation
Spring 2024	Groundbreaking / Start Construction
Summer / Fall 2024	Exhibit Fabrication Start
Fall 2026	“Dust Free” / Exhibit Installation
Fall / Winter 2026	Base Building Substantial Completion
Spring 2027	Museum Open – “First Visitor”

EXHIBIT E

Insurance Requirements

Developer shall require its general contractor to maintain the following insurance:

- A. Commercial General Liability Insurance including contractual coverage: The limits of this insurance for bodily injury and property damage combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products – Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000

- B. Automobile Liability Insurance:

Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.

- C. Workers' Compensation Insurance:

Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

- D. Employers Liability Insurance:

Such insurance shall provide limits of not less than \$1,000,000 per occurrence for bodily injury; \$1,000,000 per employee for bodily injury by disease, and \$1,000,000 policy aggregate.

- E. Excess/Umbrella Liability Insurance:

Such insurance shall provide additional limits of not less than \$5,000,000 per occurrence in excess of the limits in (A.), (B.), and (D.) above.