

ARTICLE II: CONSTRUCTION OF THE PROJECT

2.1 Submission and Approval of Plans. The Redeveloper shall submit to the City plans and specifications for the Project, including but not limited to a site plan (all the foregoing plans and specifications shall be referred to as "Plans" herein) within 30 days of ~~an executed commercial lease/s agreement of 6,000-sf~~ of receiving bank financing approval. City will review plans and provide initial feedback within 30 days of Plan submission. Approval of Plans should be approved within 45 days of Plan submittal, if complete information is provided and no Plan modifications or waivers are required. The City shall review the Plans for the purpose of determining compliance with the Redevelopment Plan, this Agreement, and all applicable laws, statutes, ordinances, rules and regulations. It is understood that in the event that the Plans do not so comply, the Redeveloper shall amend the Plans, prior to proceeding further with the Project, all in accordance with the provisions of this Section 2.1.

The City's approval or disapproval of the Plans must be made in writing and, if disapproved, shall set forth the reasons for such disapproval. The City will not unreasonably withhold its review of the Plans. In reviewing the Plans, the City will take into account the normal and customary costs of developing and constructing projects of this type.

2.2 Commencement and Completion Requirements.

2.2.1 Commencement. The redeveloper shall commence construction of the Project, no later than 120 days ~~after lease/s on the first floor commercial space are secured in the amount needed to obtain from receiving bank~~ financing for Project. ~~In the event the developer does not obtain the required leases within six months, from date this Agreement is executed, then Redeveloper may request and obtain a six-month extension, upon the review and approval of the City Manager, or this Agreement will be terminated.~~ Upon the approval of financing to complete construction for both the residential units and the leased portion of commercial space, the City will transfer its property ownership rights by executing an agreement to transfer the City lots shown on **Schedule 2**, subject to conditions and the completion of the Project.

2.2.2 Completion of the Project. The Redeveloper shall complete construction of Project no later than one-year after approval of the Plans as set forth in Section 2.1 above. For the purpose of this Section 2.2, "completion of construction" means the complete construction of the Project, except for minor and ancillary alterations or additional work, so as to make of the Project eligible for a certificate of occupancy.

2.3 Quality of Construction and Conformance to Federal, State and Local Requirements. All work with respect to the Project and any other structures of buildings on the Project Site (the "Works") shall conform to this Agreement, the City's zoning code, building code and all applicable federal, state and local laws, regulations and ordinances including, but not limited to, environmental codes and life safety codes. Failure to conform to these codes and laws, including failure to obtain proper permits, will nullify the City's obligation under this Agreement, if such failure to conform persist after notice and a reasonable opportunity to cure. The Redeveloper shall cause the construction of the Works to be commenced and to be prosecuted with due diligence and in good faith in accordance with the terms of this Agreement, and shall cause the Works to be constructed in a good and workmanlike manner in accordance with the Project described in Schedule 1.

SCHEDULE 1 – (Replace Original with this Page)

PROJECT DESCRIPTION & PROJECT COSTS

Project Description

Renovation of 707 - 725 SW Washington into a mixed used multi-tenant residential and commercial facility consisting of two buildings with approximately 34,500 square feet of rentable space. This would include approximately 36 residential units, 8,500 square feet of commercial space, and 0.5 acre for parking. In total the 7 parcels total 1.0 acres.

Project Costs (List below has been replaced from original)

HARD COSTS		Revised
LAND COSTS:		
		\$500,000 *
REHABILITATION CONSTRUCTION COSTS:		
GENERAL CONDITIONS (Project/Site Management)		\$14,000 *
DEMOLITION		\$120,000 *
SITework/LAND IMPROVEMENTS		\$45,000 *
CARPENTRY		\$558,600 *
WINDOWS		\$265,000 *
DOORS		\$23,600 *
HVAC		\$357,100 *
PLUMBING		\$387,700 *
ELECTRICAL		\$103,900 *
FIRE ALARM		\$103,900 *
SECURITY SYSTEM / CABLE / TV / PHONE / DATA		\$77,600 *
ROOFING		\$53,000 *
FINISHES		\$535,300 *
APPLIANCES		\$63,700
COMMERCIAL BUILD OUT SPACE (8,500 sf @ \$45/sf		\$382,500 *
TUCK POINTING		\$40,000 *
CABINETS & BATH ACCESSORIES		\$70,000
SPRINKLER		\$51,300 *
TOTAL CONSTRUCTION COST		\$3,252,200
CONSTRUCTION CONTINGENCY (AS A % OF HARD COST)	5%	\$162,610 *
TOTAL HARD COSTS		\$3,914,810
SOFT COSTS		
PROFESSIONAL FEES		
ARCHITECT / DESIGN		\$65,000 *
PROJECT MANAGEMENT		\$50,000 *
OTHER FEES		
MISC FEES & CONTINGENCY		\$53,000 *
CONSTRUCTION FINANCING FEES: (Interest Only is eligible)		\$112,692 *
TOTAL SOFT COSTS		\$280,692
TOTAL PROJECT COST (SOFT & HARD COSTS):		\$4,195,502
* TIF ELIGIBLE COSTS:		\$3,561,802
% of Total Project Cost:		85%