TAX INCREMENT DISTRICT NO. 11 DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is dated as of the ____ day of February, 2021, by and among 318 College Ave LLC, a Wisconsin limited liability company ("Developer") and the City of Appleton, a Wisconsin municipal corporation (the "City").

RECITALS

Developer and the City acknowledge the following:

- A. Developer owns or will acquire the real property located 318 W. College Avenue, (Parcel 31-2-0243-00) Appleton, WI more particularly described in Exhibit A, attached hereto (hereafter the "Property").
- B. The Property is located within the City in Tax Increment District #11(the "District") which was created in 2017 pursuant to Section 66.1105, Wis. Stats. along with a plan for the redevelopment of the District (the "District Plan") that provides for, among other things, the financial assistance set forth in this Agreement.
- C. Subject to obtaining the financial assistance set forth herein, Developer has proposed improvements to the Property to create an approximately one floor of commercial/retail space and four floors consisting of approximately thirty-nine (39) market rate living units offering one, two and three bedrooms with approximate square footage ranging from 750 to 1,460 per unit (the "Project"). All references to the Project include the Property.
- D. The City has determined that the Project will spur economic development, expand the City's tax base and create new jobs; that such financial assistance is a Project Cost under the Tax Incremental Law; that the amount of financial assistance provided pursuant to this Agreement is the amount necessary to induce development of the Project; and, that the Project will not proceed without the financial assistance set forth in this Agreement.
- E. Subject to obtaining financial assistance as set forth herein, Developer intends to undertake a redevelopment of the property that will increase the value of the Property and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole, consistent with the District Plan. The City finds that this redevelopment of the Property and the fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and serves a public purpose in accordance with state and local law.
- F. The City, pursuant to Common Council Action dated <u>[date Council approves this agreement here]</u> has approved this Agreement and authorized the execution of this Agreement by the proper City officers on the City's behalf.
- G. The Developer has approved this Agreement and authorized the appropriate officers to execute this Agreement on the Developer's behalf.
- H. The base value of the Property for purposes of this Agreement, including calculating increment generated by the Project, is Eight Hundred Twenty-Seven Thousand Dollars (\$827,000). The Developer estimates the project will create up to an additional Seven Million Two Hundred Seventy-Three Thousand Dollars (\$7,273,000) in incremental value.

I. All terms that are capitalized but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the promises and undertakings set forth herein, the parties mutually agree and covenant as follows:

ARTICLE I UNDERTAKINGS OF THE DEVELOPER

- 1.1 Developer's Project shall include improvements to, and development of, the Property as set forth in Exhibit B that will result in an increase in the Property's assessed value. All aspects of the Project shall be in accordance with all applicable City zoning and building codes, ordinances and regulations.
- 1.2 Project Costs shall include, without limitation, costs incurred after approval of this agreement for the construction of improvements (including infrastructure improvements), environmental remediation costs, demolition, interior remodeling and development of the project.
- 1.3 Developer warrants and represents to the City that but for the assistance provided by the City under Article II, herein, Developer would not be able to proceed with the Project.
- 1.4 Developer and City acknowledge that several of the specific undertakings of the parties may require approvals from directors, boards or the City Council as applicable. The parties' agreements are conditioned upon the obtaining of all such approvals in the manner required by law. The parties cannot assure that all such approvals will be obtained; however, they agree to use their best good faith efforts to obtain them on a timely basis.

ARTICLE II UNDERTAKINGS OF THE CITY

- 2.1 The City shall appropriate sufficient funds for the performance of the City's obligations under this Agreement.
- 2.2 City shall cooperate with Developer throughout the Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.
- 2.3 Subject to all of the terms, covenants and conditions of this Agreement and applicable provisions of law, and as an inducement by the City to Developer to carry out the Project, upon completion of the Project (which shall be defined as issuance of occupancy permits for all floors of the Project (hereafter "completion")) the City will provide payments to Developer solely from the future Tax Increments (derived from both real and personal property) to assist with Developer's Project Costs. The City's total payment of Tax Increment Revenue to the Developer shall not exceed the lesser of i) \$1,309,140 or ii) Eighteen percent (18%) of the Tax Increment Value as of January 1, 2023, plus interest thereon (the "Contribution").

The Contribution will be paid to Developer as follows:

- 2.3.1 As the sole source for payment of the Contribution, the City agrees to pay the Developer an amount equal to ninety percent (90%) of the Tax Increment Revenue attributable to, and actually received from, the Property during the calendar year.
- 2.3.2 Payments under this Agreement shall be due in annual installments on August 15 of the calendar year following the first tax year after completion of the Project and continuing on each August 15 thereafter for a period of time described in Sec. 4.2
- 2.3.3 Interest on the Contribution shall begin to accrue upon completion of the Project. The interest rate on the Contribution shall be lesser of 1) the interest rate paid by the Developer to the primary lender for the Project, as evidenced by the note indicating the loan amount; or, 2) five percent (5%).
- 2.3.4 The Contribution shall be a special and limited obligation of the City and not a general obligation. Payments shall first apply to accrued interest and then to the principal balance of the Contribution. Unpaid interest in any year shall be added to the principal balance of the Contribution and accrue interest. The City may prepay the Contribution, in its sole discretion, at any time, with no prepayment penalty.
- 2.4 This Agreement fully evidences the City's obligation to pay the Contribution. No separate instrument will be prepared to evidence the City's obligation to pay the Contribution. The Contribution shall not be included in the computation of the City's statutory debt limitation because the Contribution is limited and conditional and no taxes will be levied or pledged for its payment. Nothing in this Agreement shall be deemed to change the nature of the City's obligation from a limited and conditional obligation to a general obligation.
- 2.5 The City covenants to Developer that until the Contribution plus interest thereon has been paid in full, the City shall not close the District prior to its statutory expiration date.
- 2.6 The City shall, upon Developer's request, provide to Developer an accounting of the status of the District including, but not limited to, the outstanding principal balance of the Contribution and annual Tax Increments received from the District.
- 2.7 Developer hereby acknowledges that, as a result of the special and limited nature of the City's obligation to pay the Contribution, Developer's recovery of the full amount of the Contribution depends on factors including, but not limited to, future mill rates, changes in the assessed value of the Property, the failure of the Property to generate the Tax Increments at the rate expected by Developer, reduction in Tax Increments caused by revenue-sharing, changes in the Tax Increment Law, and other factors beyond the City's and/or Developer's control.

ARTICLE III PAYMENT OF TAXES

3.1 As long as the District is in existence, the Property and all buildings and improvements thereon shall be owned and taxable for real estate tax and special assessment purposes. The City may waive any or all of the restrictions upon execution of a payment in lieu of taxes (PILOT) agreement on a form acceptable to the City.

- 3.2 Throughout the duration of this agreement, all ad valorem property taxes properly assessed against the Property will be paid timely and in full.
- 3.3 In the event that any property owned by Developer within the District becomes exempt from ad valorem property taxes during the life of the District, then for the remaining life of the District, the Developer will make (or cause to be made) annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes would have been for such other property had it not been exempt. If the Developer conveys the Property within the District to any party (related or unrelated), the terms of such sale shall impose as a covenant upon all successor owners of the property the foregoing obligation for payments in lieu of taxes during the life of the District. The City shall be a beneficiary of such covenant and entitled to enforce same against the successor owners.

ARTICLE IV CONDITIONS TO PAYMENT; TERMINATION OF AGREEMENT

- 4.1 The City shall have no obligation to pay any portion of the Contribution to Developer unless and until all of the following conditions shall have been met:
 - 4.1.1 The Project's completion on or before December 31, 2022 subject to reasonable extensions, not to exceed six (6) months each, for Force Majeure which shall include, but not be limited to, any delays caused by pandemic or other acts beyond the reasonable control of the Developer. Such extensions shall be by mutual written agreement and, in considering any requested extension, the City and Developer agree that each will act in good faith, cooperate in expeditious and timely approvals, and said extensions shall not be unreasonably withheld, conditioned or delayed by City.
 - 4.1.2 The Property's assessed value is no less than Eight Million One Hundred Thousand Dollars (\$8,100,000) on or after January 1, 2023.
- 4.2 This Agreement, and the City's obligation to make, or continue, any payments of the Contribution, shall terminate when any of the following shall have occurred:
 - 4.2.1 The conditions in Section 4.1 are not met.
 - 4.2.2 The Contribution is paid in full or August 15, 2039, whichever occurs first.

ARTICLE V CONFLICT OF INTEREST

5.1 No member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

ARTICLE VI WRITTEN NOTICES

6.1 Any written notice required under this Agreement shall be sent to the following individuals:

FOR THE CITY:

City of Appleton
Community and Economic Development Department
100 North Appleton Street
Appleton, WI 54911-4799
Attention: Director

With a copy to:

City of Appleton City Attorney's Office 100 North Appleton Street Appleton, WI 54911-4799 Attn: City Attorney

FOR DEVELOPER:

318 College Ave LLC c/o Matthew Cole 2761 Contour Road Missoula, MT 59802

ARTICLE VII ASSIGNMENT

7.1 No party to this Agreement may assign any of its interest or obligations hereunder without first obtaining the written consent of the other party.

ARTICLE VIII NO PARTNERSHIP OR VENTURE

8.1 Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer or any contractor or subcontractor employed by Developer in the construction of the Project.

ARTICLE IX MISCELLANEOUS

- 9.1 Under no circumstances shall any officer, official, director, member, manager, commissioner, agent, or employee of City or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.
 - 9.2 The laws of the State of Wisconsin shall govern this Agreement.
- 9.3 This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.
- 9.4 No modification, alteration, or amendment of this Agreement shall be binding upon any party until such modification, alteration, or amendment is reduced to writing and executed by all parties to this Agreement.

- 9.5 Any captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of this Agreement.
- 9.6 If any provisions of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the City, including but not limited to, the City's powers under the Blight Elimination and Slum Clearance Law and the Tax Increment Law, to achieve its intended purpose. Reference is made to Section 66.1333(17) of the Wisconsin Statutes and Chapter 105, Laws of 1975 § 4, which provide that the Blight Elimination and Slum Clearance Law and the Tax Increment Law should be construed liberally to effectuate their purposes.

[Signatures on following pages]

first above written.	
	CITY OF APPLETON:
	By: Jacob A. Woodford, Mayor
ATTEST:	
By:Kami L. Lynch, City Clerk	
STATE OF WISCONSIN) : ss.	
OUTAGAMIE COUNTY)	
Woodford, Mayor and Kami L. Lynch, City Clerk	_ day of, 2021, Jacob A., of the City of Appleton respectively, to me known instrument and acknowledged the same in the
	Printed Name: Notary Public, State of Wisconsin My commission is/expires:
PROVISION HAS BEEN MADE TO PAY FOR OBLIGATIONS INCURRED PURSUANT TO THIS AGREEMENT:	
Anthony Saucerman, Finance Director	
APPROVED AS TO FORM:	
Christopher R. Behrens, City Attorney	
Dated: February 24, 2021 By: Christopher R. Behrens City Law A21-0070	

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year

	318 College Ave LLC
	By:
	By: Printed Name: Title:
	By:Printed Name:
STATE OF)	Title:
: ss. COUNTY)	
Member names here] each a member of the	day of, 2021, [inserted] LLC, to me known to be the persons who executed ne same in the capacity and for the purposes therein
	Printed Name:
	Notary Public, State of
	My commission is/expires:

DEVELOPER:

SCHEDULE OF EXHIBITS

- A. Legal Description of Property
- B. Proposed Improvements



EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The North 46.17 feet of Lot Ten (10) less the North Ten (10) feet thereof; The East 60 feet of the South 120 feet of Lot Ten (10); and the West 1/2 of Lot Eleven (11) less the North Ten (10) feet thereof; All being in Block 25, APPLETON PLAT, City of Appleton, Outagamie County, Wisconsin, according to the recorded Assessor's Map of said City.



EXHIBIT B

PROPOSED IMPROVEMENTS

The project budget is approximately eight million five hundred thousand (\$8,500,000) plus the building purchase price of one million sixty five thousand (\$1,065,000) for a total of nine million five hundred sixty five thousand (\$9,565,000). This does not include carrying costs.

(Copy of Plans/ Design docs here.)



Matthew Cole 318 College Ave LLC 414.477.4979 matthewgiancole@gmail.com

December 1, 2020,

RE: PARK CENTRAL - EXECUTIVE SUMMARY

318 College Ave, LLC (the "Developer") has been established to undertake the successful purchase, rehabilitation and redevelopment of the Park Central building, located at 318 West College Avenue in downtown Appleton, Wisconsin.

The Developer believes in the City of Appleton's past and current efforts to attract and retain businesses and residents while improving the community with growth management and capital projects. We intend to serve a current housing need and enhance the community by re-developing this property and holding it as a viable, long term investment.

The Park Central property is located in the heart of the Central Business District in Appleton, and will be transformed into a state-of-the-art 75,000 sq. ft. building with over 16,500 square feet of Class A commercial space sub divided for multiple business occupants. The mixed-use improvements to Park Central will include a redeveloped second floor and an additional three floors of IIIB new construction slated for rental apartment use. The new apartments will offer a mix of one, two and three-bedroom units, yielding a total of 51 bedrooms in 39 apartments. Through careful planning, design and the use of quality construction techniques, and premium building materials, including glass, steel, brick and high-end finishes, we will provide modern, luxurious yet affordable residential units and commercial spaces serving Appleton residents and businesses.

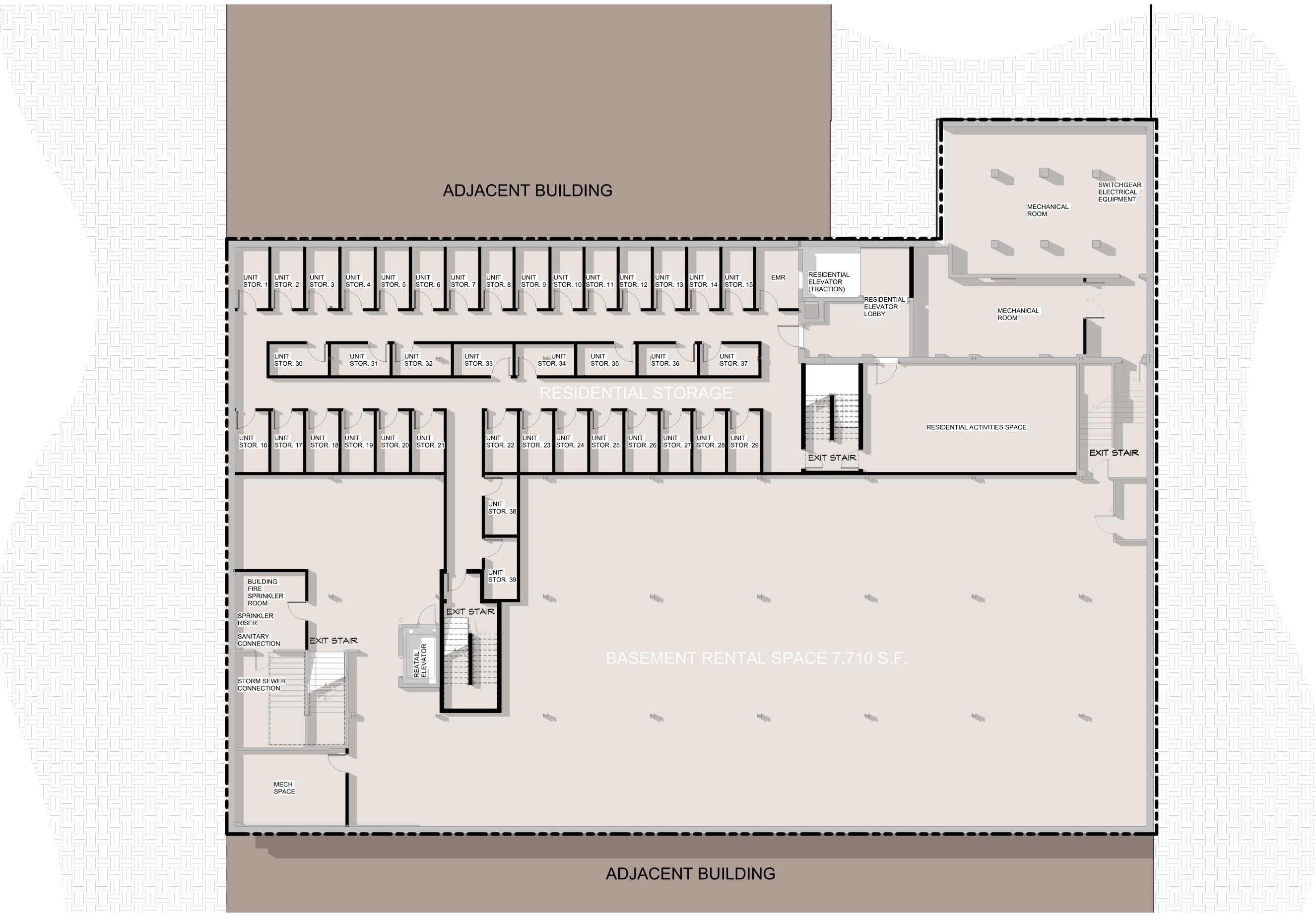
Our vision for the building at 318 W. College Ave is to provide an iconic structure for the Fox Valley and downtown Appleton. The Park Central development will become a staple in the community through an energetic and vibrant atmosphere for the commercial businesses and a welcoming home to the residents with a focus on security, cutting edge technology, desired amenities, convenience and a positive environment for all tenants. The apartments will cater to many demographics including retirees/empty nesters, young professionals, young families, and students. Park Central will feature unmatched levels of customer service and attention to detail with dedicated on-site property management, building amenities and secure residential access.

The existing structure is a two story over basement ~45,000 sq. ft. building in need of significant structural, mechanical, and aesthetic repairs. The building was purchased for \$1,065,000.00 in June of 2019. The 30,000 sq. ft. addition and improvements in the development project are estimated to be completed by Fall of 2022 at a cost of ~\$8.5MM plus the purchase price and carrying costs. This project will come to fruition in partnership with local Gries Architecture Group, Performa Architects & Engineers and Blue Sky Contractors. Estimated project cost breakdown are provided below;

The renderings below provide a preliminary representation of the completed structure.











1385 SF

1 BR + D (1 BA)

1 BR + D (1 BA)







RESIDENTIAL JANITORIAL

RESIDENTIAL ELEVATOR



COLLEGE AVENUE

PARK CENTRAL

SCHEMATIC DESIGN

06/26/2020

2 BR (2 BA)

2 BR (2 BA)

1515 SF

2 BR (2 BA)

1900 SF

2 BR (2 BA) 1745 SF

ADJACENT BUILDING

COMMON SPACE

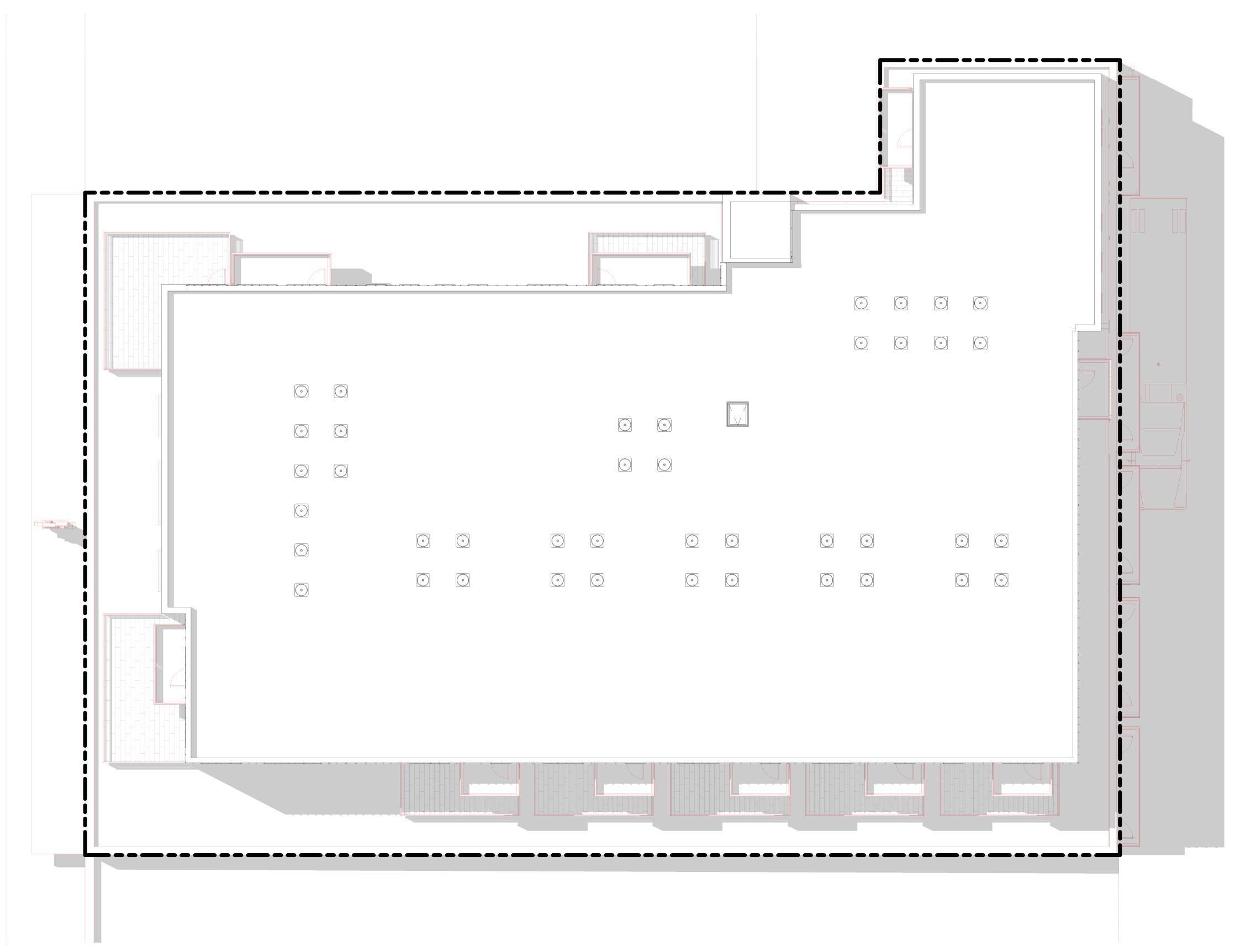
ADJACENT BUILDING



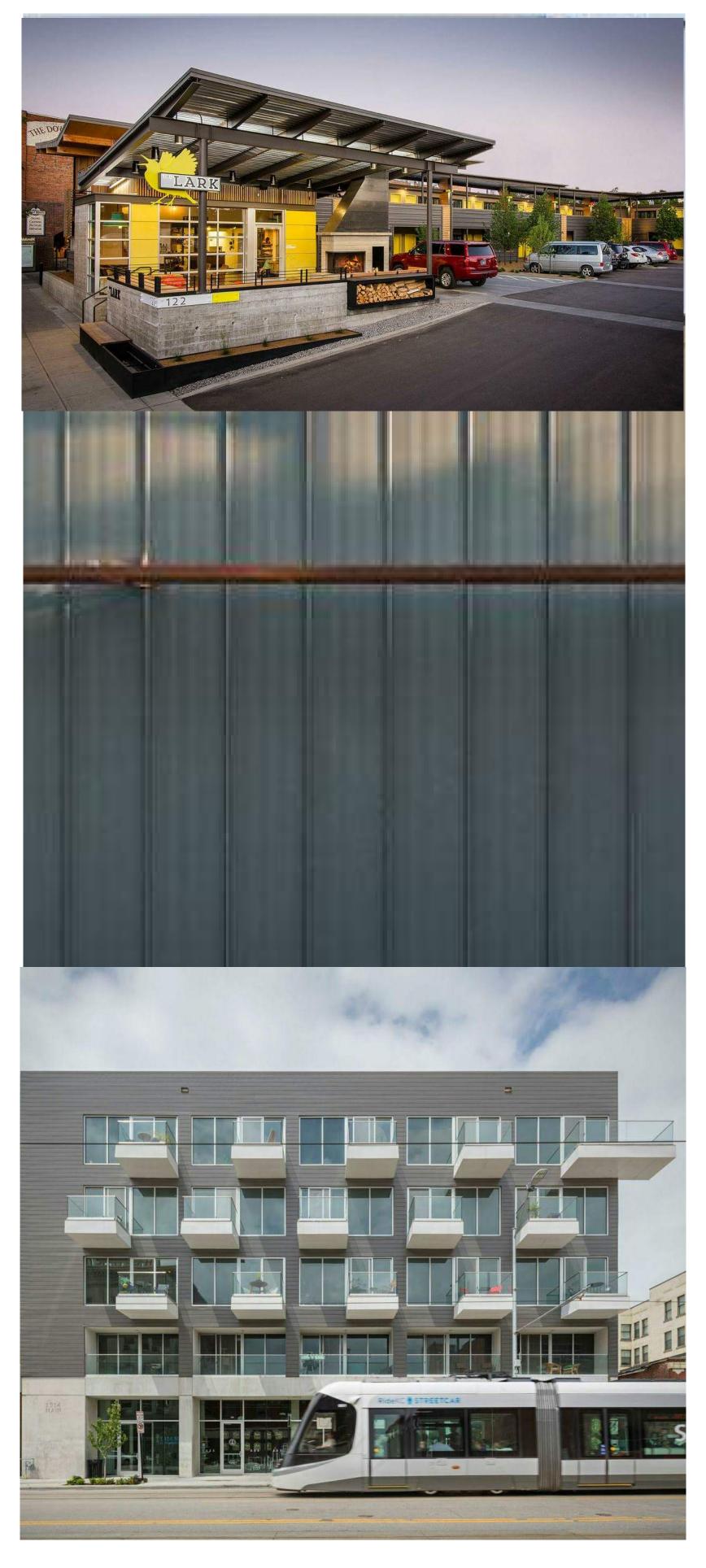












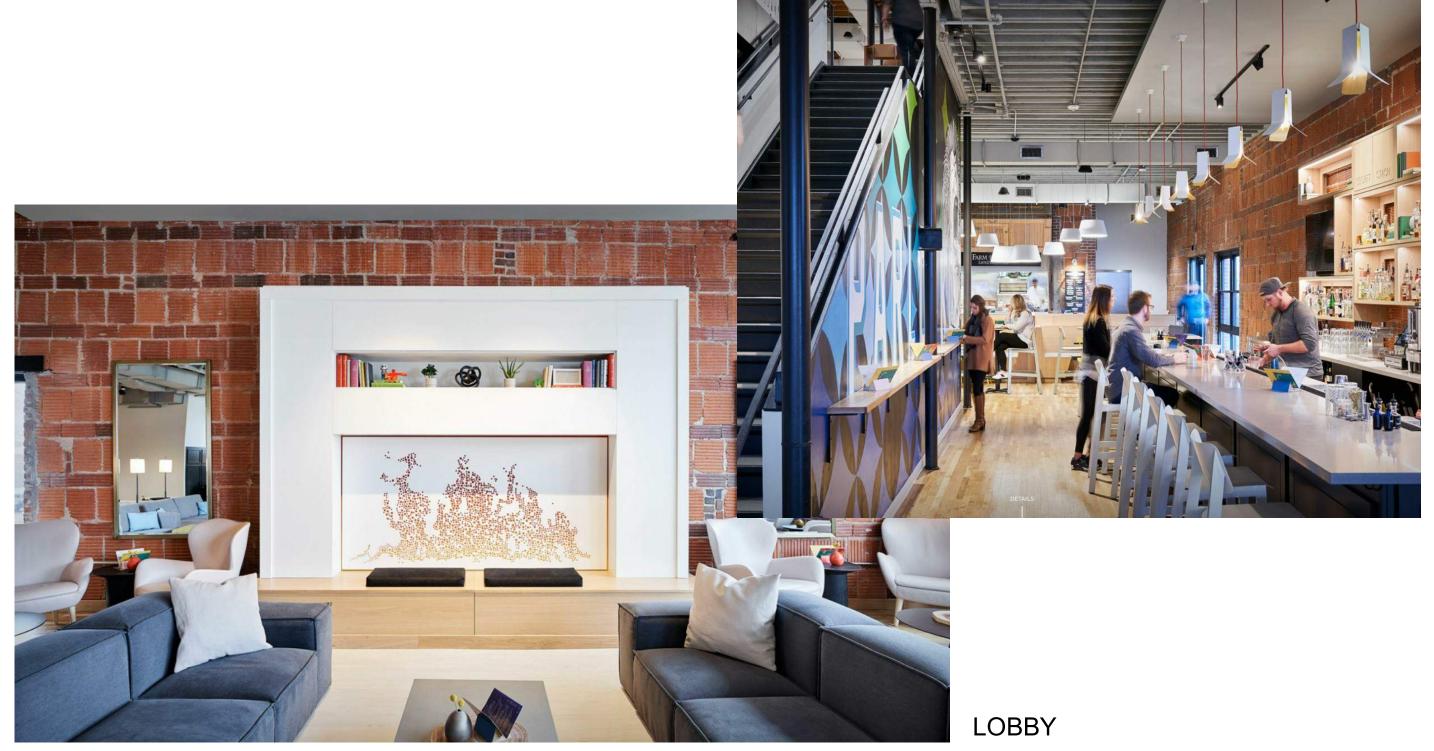














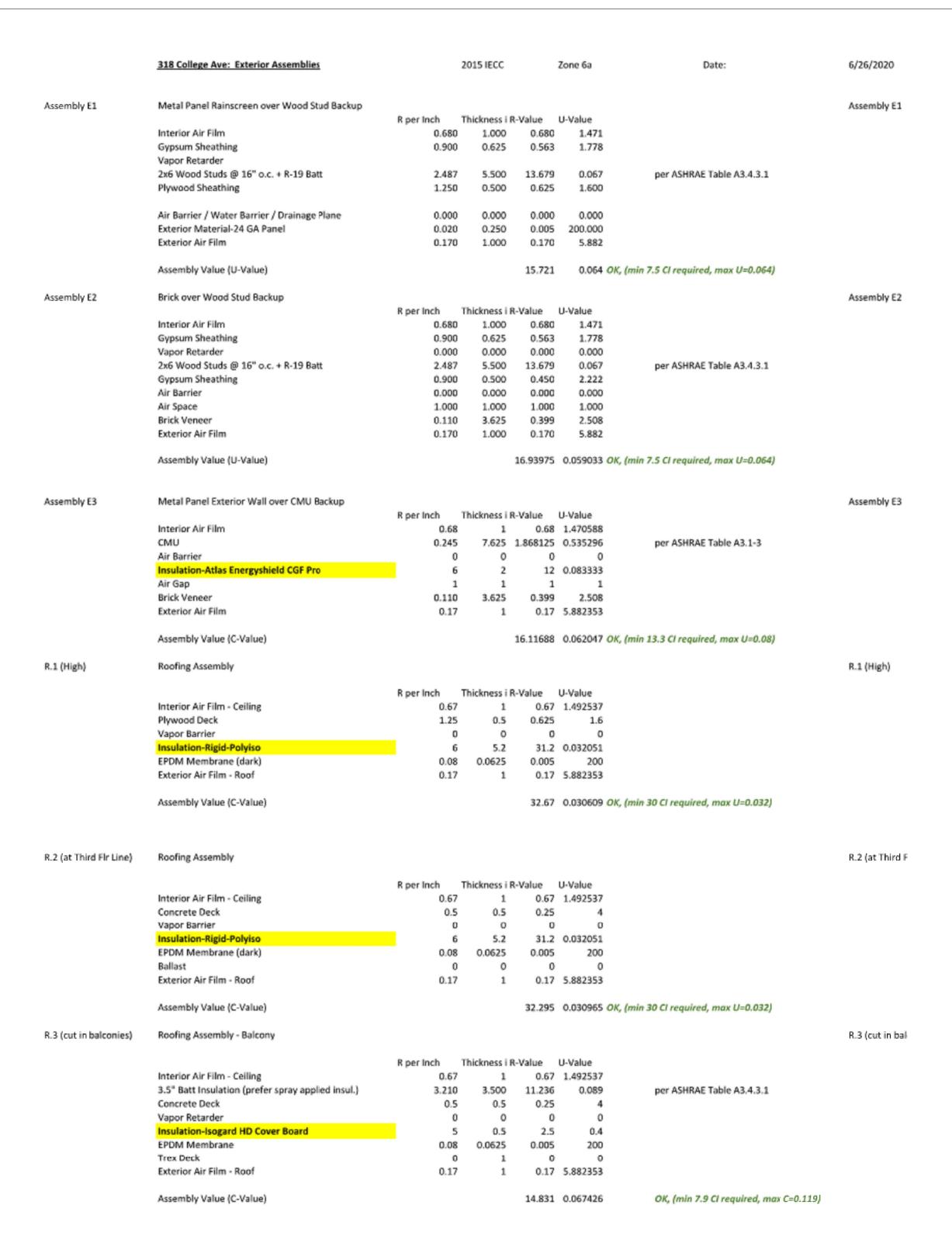
Exterior Wall:

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Cladding Materials:
                Vertical Metal Batten: Ultra Batten (Bridgersteel.com)
               Clay Brick: Brampton Brick - Slate and Graphite(Jirehbrickandstone.com)
                NOT USED BUT CONTEMPLATED:
                Fiber Cement Panel: a. Cembrit Patina Line (Americanfibercement.com)
                                  b. Ceraclad (ceraclad.com) class 1, 0 Flame Spread
                                                  Classification, 0 Smoke Developed
        Fenestration:
                U-PVC: Supera Windows (Intuswindows.com)
               Fiberglass: Impervia (Pella.com)
               Vinyl: Heavy duty commercial (Harveycommercial.com)
               Aluminum
       Airfoil Shade:
              Louver Screenwall: aluminum (Awningworks.com)
       Exterior Wall Construction (Wood Stud Wall):
               Exterior Cladding over
                1.5" Continuous Insulation
                Air/Water Barrier
                Exterior Sheathing
                2x6 Studs @16" O.C. (See Assemblies sheet for where Fire Treated Wood Req'd)
               R-19 Batt Insulation
               Vapor Barrier
                Interior Sheathing
       Exterior Wall Construction (Brick Wall):
                Masonry Veneer
               1.5" Continuous Insulation
                Air/Water Barrier
                Exterior Sheathing
                2x6 Studs @16" O.C. (See Assemblies sheet for where Fire Treated Wood Req'd)
               R-19 Batt Insulation (@2.5 pcf density)
               Vapor Barrier
        Terrace System:
                      Trex deck (water draining)
        Balcony System:
                Aluminum prefabricated balcony and rail with waterproof aluminum decking
                       mwstairs.com (all welded construction)
                       endurable.com
                       americanstructures.com
                       wahoodecks.com
                Blaconies should have discreet gutter and open faced downspout to drain to third
                floor roof.
Interior Wall:
       Demising Unit-Corridor (U327)
               One (1) layer 5/8" gypsum board
               RC-1 Channel (corridor side)
                2x6 Studs @ (see struct, else 24" O.C.)
               3.5" Sound Attenuation Batt (@ any density)
               One (1) layer 5/8" gypsum board
                STC 50 (with ThermaFiber SAFB)
               STC 50 (with fiberglass insulation if Firecode C panels used)
       Demising Wall Unit-Unit (U347)
                Two (2) layers 5/8" gypsum board
               2x4 Studs @ (see struct, else 24" O.C.)
               3.5" Sound attenuation Batt
                Wood Product Septum (only if required by struct)
                Air gap (2x4 studs on seperate sole plates)
               2x4 Studs @ (see Struct, else 24" O.C.)
               3.5" Sound Attenuation Batt (@ any density)
               RC-1 Channel
               One (1) layer 5/8" gypsum board
               STC 52
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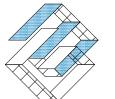
Floor S	vstem:			
1 1001 0	@ Second Floor (based o	n G514 - 2 hour required) :		
	• Finish floor	Mayyan) Undarlayment		
		Maxxon) Underlayment nat (Acousti-Mat Premium 3/8")		
	 Existing System 	· ·		
	min. 2 1/Metal La	2" normal weight conc.		
		reinforcing steel mesh		
	 Steel we 	b joists		
	•	und Attenuation Batt		
	Furring channels5/8" Gypsum boa			
	• IIC 54			
	@Third Floor (1 hour requ	uired)		
	• Finish floor	ill Cu)		
		mat (Acousti-Top)		
	formed and cast iIIC 52	in place concrete (thickness varies, min. 4")		
	110 02			
	@ Fourth and Fifth Floor (based on L521):		
	Finish Floor1 1/2" Gypcrete (Maxxon Underlayment)		
		nat (Acousti-Mat Premium 3/8")		
		ofloor (see struct.)		
	 20" Plate Truss min 3.5" sound at 	ttenuation batt (prefer 6.25" sound attenuation batt)		
	RC-1 Channel	icindation batt (protot 0.20 Sound attenuation batt)		
	• 5/8" Gypsum Boa	ard		
	• IIC 57			
Roof Sy	ystem:			
•	 Insulation entirely 	above deck. Tapered on a flat deck at all locations (third floor ro		
	and 5th floor roof). ·fire rated system required):		
		/asau tile) or ballast stones		
	• 60mm EPDM			
	R30 min insulatio Evicting System	n		
	Existing Systemmin. 2 1/	2" normal weight conc.		
	 Metal La 	th		
		reinforcing steel mesh		
	Steel weFurring channels	D JOISTS		
	5/8" Gypsum boa	ırd		
	@ High Roof (1 hour fire r	rated system):		
		² 20 year warranty, or		
		r warranty. Fully adhered if possible		
	R30 min. insulationvapor barrier	חכ		
	wood roof deck o	ver plate truss		
	3.5" sound attenu	lation batt		
	RC-1 Channel5/8" gypsum boar	rd		
	5/6 gypsum boar	u.		
Stairs:				
Stall's.	Wooden Stairs built into C	MU stairwell shaft. Center wall of staircase is wood stud and		
	drywall faced. Landings co	onstructed of 2x joists. Stair finish: waterproof integrated		
	tread/riser product such a	s allstate rubber treads.		
Convey	ring System:			
,				
		s traction passenger elevator. (OTIS Gen2)		
	 Stretcher accome Single or dual spe 	eed side opening door 42" width.		
		peed minimum 350 fpm.		
	4. Requires backup			
	Requires smoke each floor.	curtains or elevator shaft door to drop over the elevator doors on		
		e Containment (Smokeguard.com)		
	b. Elevator Cab S	Syntegra (Syntegrausa.com)		
		Inc DSI600 (Doorsysinc.com)		
	- Elevator machine	e in seperate control room.		
Trash C	Chutes: IBC 713.13 Waste	and Linen Chutes		
•	chutes.com	am.		
•	americanchutesystems.co	лп		
Mail Specialties:				
•	florencemailboxes.com			
Bike Sr	ecialties:			
•	wirecrafters.com			

PARK CENTRAL SCHEMATIC DESIGN













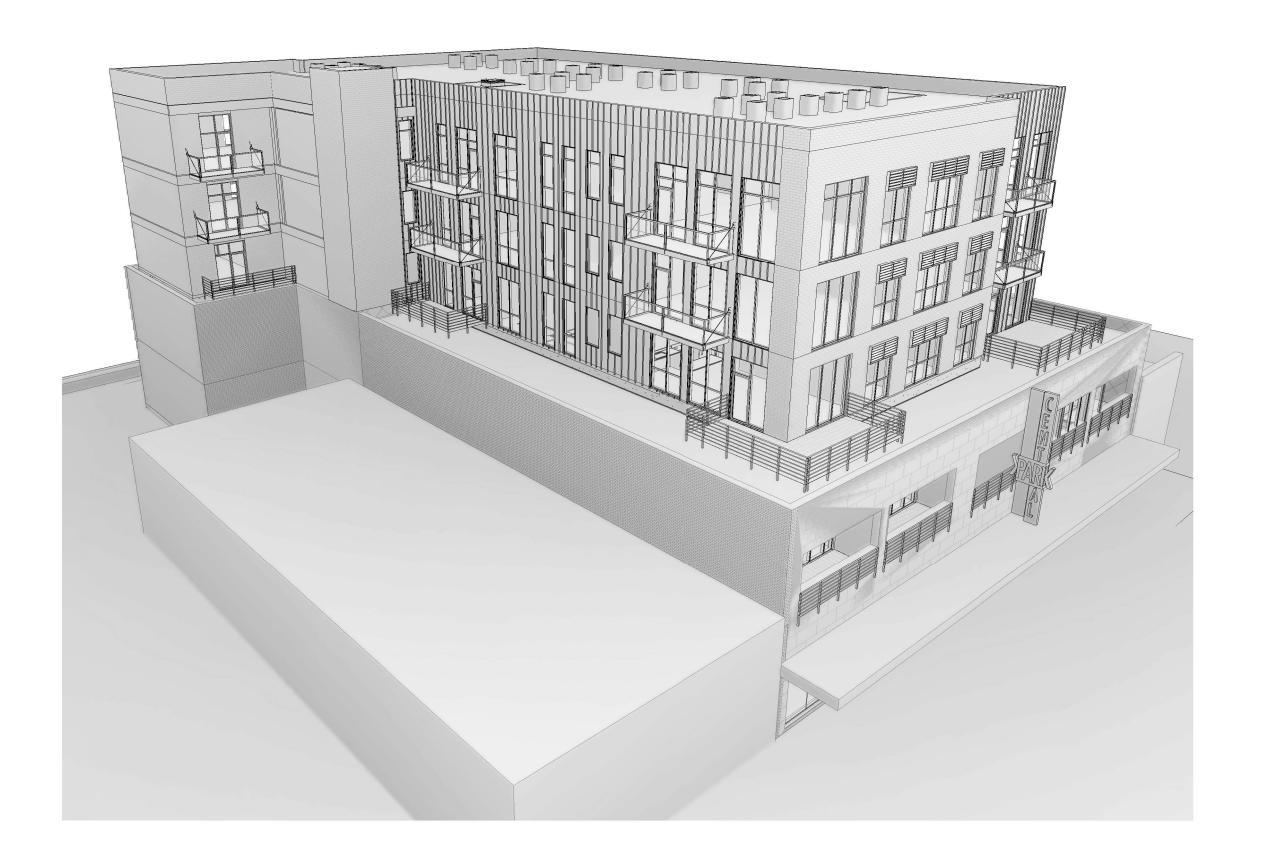








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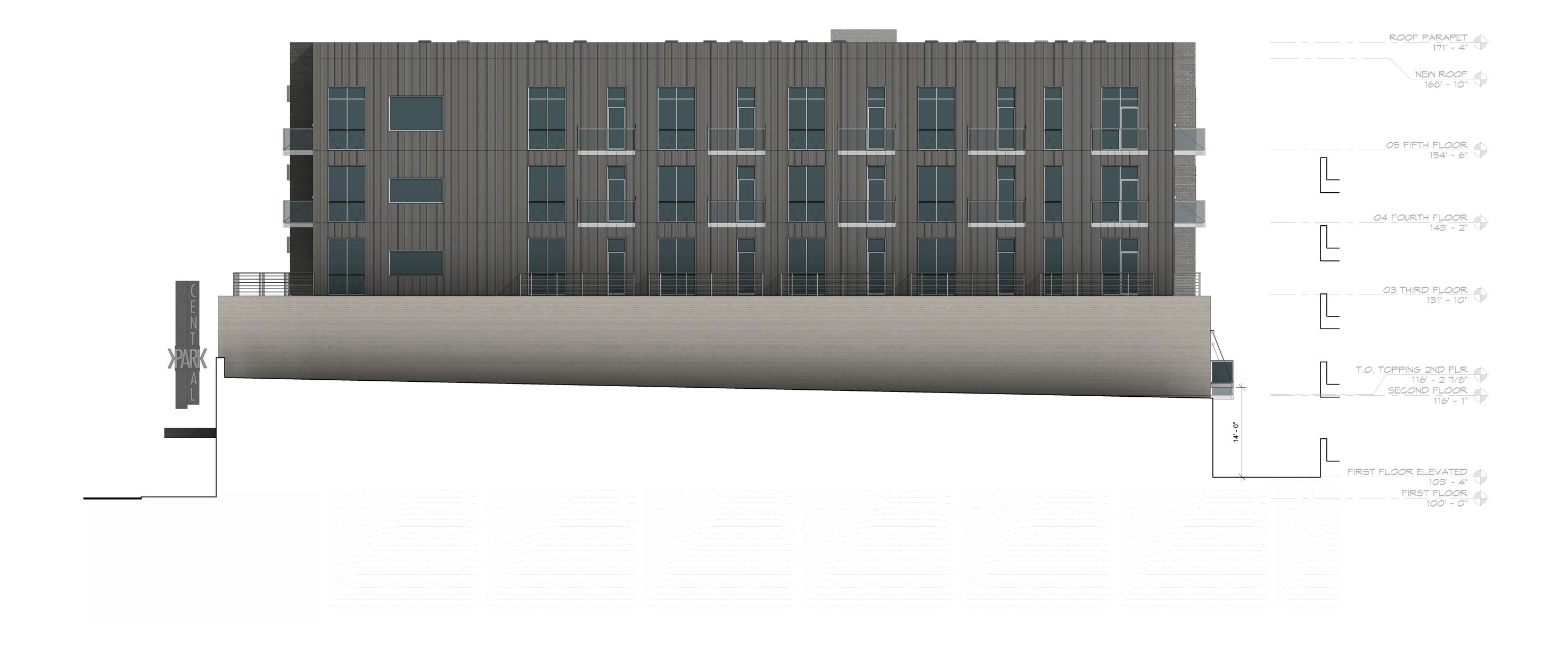








07/06/2020















Exception: Fire barriers, fire partitions, smoke barriers and horizontal assemblies as provided in Sections 707.5, 708.4, 709.4 and 711.2, respectively.

704.2 Column protection. Where columns are required to have protection to achieve a *fire-resistance rating*, the entire column shall be provided individual encasement protection by protecting it on all sides for the full column height, including connections to other structural members, with materials having the required *fire-resistance rating*. Where the column extends through a ceiling, the encasement protection shall be continuous from the top of the foundation or floor/ceiling assembly below through the ceiling space to the top of the

704.3 Protection of the primary structural frame other than columns. Members of the primary structural frame other than columns that are required to have protection to achieve a fire-resistance rating and support more than two floors or one floor and roof, or support a load-bearing wall or a nonload-bearing wall more than two stories high, shall be provided individual encasement protection by protecting them on all sides for the full length, including connections to other structural members, with materials having the required fire-resistance rating.

Exception: Individual encasement protection on all sides shall be permitted on all exposed sides provided the extent of protection is in accordance with the required *fire-resis*tance rating, as determined in Section 703.

704.4 Protection of secondary members. Secondary members that are required to have protection to achieve a fireresistance rating shall be protected by individual encasement rotection.

704.4.1 Light-frame construction. Studs and boundary elements that are integral elements in load-bearing walls of light-frame construction shall be permitted to have required fire-resistance ratings provided by the membrane protection provided for the *load-bearing wall*.

704.4.2 Horizontal assemblies. Horizontal assemblies are permitted to be protected with a membrane or ceiling where the membrane or ceiling provides the required *fire*resistance rating and is installed in accordance with Sec-

704.5 Truss protection. The required thickness and construction of fire-resistance-rated assemblies enclosing trusses shall be based on the results of full-scale tests or combinations of tests on truss components or on approved calculations based on such tests that satisfactorily demonstrate that the assembly has the required fire resistance.

704.6 Attachments to structural members. The edges of lugs, brackets, rivets and bolt heads attached to structural members shall be permitted to extend to within 1 inch (25 mm) of the surface of the fire protection.

704.7 Reinforcing. Thickness of protection for concrete or masonry reinforcement shall be measured to the outside of the reinforcement except that stirrups and spiral reinforcement ties are permitted to project not more than 0.5-inch (12.7 mm) into the protection.

704.8 Embedments and enclosures. Pipes, wires, conduits, ducts or other service facilities shall not be embedded in the required fire protective covering of a structural member that is required to be individually encased.

704.9 Impact protection. Where the fire protective covering of a structural member is subject to impact damage from moving vehicles, the handling of merchandise or other activity, the fire protective covering shall be protected by corner guards or by a substantial jacket of metal or other noncombustible material to a height adequate to provide full protection, but not less than 5 feet (1524 mm) from the finished

Exception: Corner protection is not required on concrete columns in open or enclosed parking garages.

704.10 Exterior structural members. Load-bearing structural members located within the exterior walls or on the outside of a building or structure shall be provided with the highest fire-resistance rating as determined in accordance with the following:

- 1. As required by Table 601 for the type of building element based on the type of construction of the building;
- 2. As required by Table 601 for exterior bearing walls based on the type of construction; and
- 3. As required by Table 602 for exterior walls based on the fire separation distance.

704.11 Bottom flange protection. Fire protection is not required at the bottom flange of lintels, shelf angles and plates, spanning not more than 6 feet 4 inches (1931 mm) whether part of the primary structural frame or not, and from the bottom flange of lintels, shelf angles and plates not part of the structural frame, regardless of span.

704.12 Seismic isolation systems. Fire-resistance ratings for the isolation system shall meet the fire-resistance rating required for the columns, walls or other structural elements in which the isolation system is installed in accordance with Table 601. Isolation systems required to have a fire-resistance rating shall be protected with approved materials or construction assemblies designed to provide the same degree of fire resistance as the structural element in which the system is installed when tested in accordance with ASTM E 119 or UL 263 (see Section 703.2).

Such isolation system protection applied to isolator units shall be capable of retarding the transfer of heat to the isolator unit in such a manner that the required gravity load-carrying capacity of the isolator unit will not be impaired after exposure to the standard time-temperature curve fire test prescribed in ASTM E 119 or UL 263 for a duration not less than that required for the *fire-resistance rating* of the structure element in which the system is installed.

Such isolation system protection applied to isolator units shall be suitably designed and securely installed so as not to dislodge, loosen, sustain damage or otherwise impair its ability to accommodate the seismic movements for which the isolator unit is designed and to maintain its integrity for the purpose of providing the required fire-resistance protection.

Where a new building is to be erected on the same lot as an existing building, the location of the assumed imaginary line with relation to the existing building shall be such that the exterior wall and opening protection of the existing building meet the criteria as set forth in Sections 705.5 and 705.8.

- 1. Two or more buildings on the same lot shall be either regulated as separate buildings or shall be considered as portions of one building if the aggregate area of such buildings is within the limits specified in Chapter 5 for a single building. Where the buildings contain different occupancy groups or are of different types of construction, the area shall be that allowed for the most restrictive occupancy or construction.
- 2. Where an S-2 parking garage of Construction Type I or IIA is erected on the same lot as a Group R-2 building, and there is no fire separation distance between these buildings, then the adjoining exterior walls between the buildings are permitted to have occupant use openings in accordance with Section 706.8. However, opening protectives in such openings shall only be required in the exterior wall of the S-2 parking garage, not in the exterior wall openings in the R-2 building, and these opening protectives in the exterior wall of the S-2 parking garage shall be not less than $1^{1}/_{2}$ -hour fire protection rating.

705.4 Materials. Exterior walls shall be of materials permit-

ted by the building type of construction. 705.5 Fire-resistance ratings. Exterior walls shall be fireresistance rated in accordance with Tables 601 and 602 and this section. The required fire-resistance rating of exterior walls with a fire separation distance of greater than 10 feet (3048 mm) shall be rated for exposure to fire from the inside. The required fire-resistance rating of exterior walls with a fire separation distance of less than or equal to 10 feet (3048) mm) shall be rated for exposure to fire from both sides.

705.6 Structural stability. Exterior walls shall extend to the height required by Section 705.11. Interior structural elements that brace the exterior wall but that are not located within the plane of the exterior wall shall have the minimum fire-resistance rating required in Table 601 for that structural element. Structural elements that brace the exterior wall but are located outside of the exterior wall or within the plane of the exterior wall shall have the minimum fire-resistance rating required in Tables 601 and 602 for the exterior wall.

705.7 Unexposed surface temperature. Where protected openings are not limited by Section 705.8, the limitation on the rise of temperature on the unexposed surface of *exterior* walls as required by ASTM E 119 or UL 263 shall not apply. Where protected openings are limited by Section 705.8, the limitation on the rise of temperature on the unexposed surface of exterior walls as required by ASTM E 119 or UL 263 shall not apply provided that a correction is made for radiation

from the unexposed exterior wall surface in accordance with the following formula: (Equation 7-1)

 A_{e} = Equivalent area of protected openings.

- A =Actual area of protected openings.
- Area of exterior wall surface in the story under consideration exclusive of openings, on which the temperature limitations of ASTM E 119 or UL 263 for walls are exceeded.
- F_{eq} = An "equivalent opening factor" derived from Figure 705.7 based on the average temperature of the unexposed wall surface and the fire-resistance rating 705.8 Openings. Openings in exterior walls shall comply

with Sections 705.8.1 through 705.8.6.

705.8.1 Allowable area of openings. The maximum area of unprotected and protected openings permitted in an exterior wall in any story of a building shall not exceed the percentages specified in Table 705.8.

1. In other than Group H occupancies, unlimited unprotected openings are permitted in the first story above grade plane either:

- 1.1. Where the wall faces a street and has a fire separation distance of more than 15 feet (4572 mm); or 1.2. Where the wall faces an unoccupied space. The unoccupied space shall be on the same lot or dedicated for public use,
- shall be not less than 30 feet (9144 mm) in width and shall have access from a street by a posted fire lane in accordance with the International Fire Code.

2. Buildings whose exterior bearing walls, exterior nonbearing walls and exterior primary structural frame are not required to be fire-resistance rated shall be permitted to have unlimited unprotected

705.8.2 Protected openings. Where openings are required to be protected, fire doors and fire shutters shall comply with Section 716.5 and fire window assemblies shall comply with Section 716.6. **Exception:** Opening protectives are not required where

sprinkler system in accordance with Section 903.3.1.1 and the exterior openings are protected by a water curtain using automatic sprinklers *approved* for that use. 705.8.3 Unprotected openings. Where unprotected openings are permitted, windows and doors shall be con-

structed of any approved materials. Glazing shall conform

to the requirements of Chapters 24 and 26.

the building is equipped throughout with an automatic

707.6 Openings. Openings in a fire barrier shall be protected in accordance with Section 716. Openings shall be limited to a maximum aggregate width of 25 percent of the length of the wall, and the maximum area of any single opening shall not exceed 156 square feet (15 m²). Openings in enclosures for exit access stairways and ramps, interior exit stairways and ramps and exit passageways shall also comply with Sections 1019, 1023.4 and 1024.5, respectively.

1. Openings shall not be limited to 156 square feet (15

accordance with Section 903.3.1.1.

m²) where adjoining floor areas are equipped

throughout with an automatic sprinkler system in

2. Openings shall not be limited to 156 square feet (15

m²) or an aggregate width of 25 percent of the length

of the wall where the opening protective is a fire

door serving enclosures for exit access stairways

and ramps, and interior exit stairways and ramps.

3. Openings shall not be limited to 156 square feet (15

m²) or an aggregate width of 25 percent of the length

of the wall where the opening protective has been

tested in accordance with ASTM E 119 or UL 263

and has a minimum fire-resistance rating not less

4. Fire window assemblies permitted in atrium separa-

gate width of 25 percent of the length of the wall.

5. Openings shall not be limited to 156 square feet (15

m²) or an aggregate width of 25 percent of the length

of the wall where the opening protective is a fire

door assembly in a fire barrier separating an enclo-

sure for exit access stairways and ramps, and interior

exit stairways and ramps from an exit passageway in

accordance with Section 1023.3.1.

ply with Section 714.

with Section 715.

and 1024.6, respectively.

707.7 Penetrations. Penetrations of fire barriers shall com-

707.7.1 Prohibited penetrations. Penetrations into enclo-

sures for exit access stairways and ramps, interior exit

stairways and ramps, and exit passageways shall be

707.8 Joints. Joints made in or between fire barriers, and

joints made at the intersection of fire barriers with underside

of a fire-resistance-rated floor or roof sheathing, slab or deck

above, and the exterior vertical wall intersection shall comply

707.9 Voids at intersections. The voids created at the inter-

section of a fire barrier and a nonfire-resistance-rated roof

assembly or a nonfire-resistance-rated exterior wall assembly

shall be filled. An approved material or system shall be used

to fill the void, and shall be securely installed in or on the

intersection for its entire length so as not to dislodge, loosen

or otherwise impair its ability to accommodate expected

building movements and to retard the passage of fire and hot

allowed only where permitted by Sections 1019, 1023.5

tion walls shall not be limited to a maximum aggre-

than the *fire-resistance rating* of the wall.

- 708.1 General. The following wall assemblies shall comply
- 1. Separation walls as required by Section 420.2 for Groups I-1, R-1, R-2 and R-3.

707.10 Ducts and air transfer openings. Penetrations in a

fire barrier by ducts and air transfer openings shall comply

SECTION 708

with Section 717

- 2. Walls separating tenant spaces in covered and open
- mall buildings as required by Section 402.4.2.1. 3. Corridor walls as required by Section 1020.1.
- 4. Elevator lobby separation as required by Section
- 5. Egress balconies as required by Section 1019.2
- 708.2 Materials. The walls shall be of materials permitted by
- the building type of construction. 708.3 Fire-resistance rating. Fire partitions shall have a fireresistance rating of not less than 1 hour.
- 1. Corridor walls permitted to have a ¹/₂-hour fire-
- resistance rating by Table 1020.1. 2. Dwelling unit and sleeping unit separations in buildings of Type IIB, IIIB and VB construction shall have fire-resistance ratings of not less than $\frac{1}{2}$ hour in buildings equipped throughout with an automatic

sprinkler system in accordance with Section

708.4 Continuity. Fire partitions shall extend from the top of the foundation or floor/ceiling assembly below to the underside of the floor or roof sheathing, slab or deck above or to the fire-resistance-rated floor/ceiling or roof/ceiling assembly above, and shall be securely attached thereto. In combustible construction where the *fire partitions* are not required to be continuous to the sheathing, deck or slab, the space between the ceiling and the sheathing, deck or slab above shall be fireblocked or draftstopped in accordance with Sections 718.2 and 718.3 at the partition line. The supporting construction shall be protected to afford the required fire-resistance rating

of the wall supported, except for walls separating tenant

spaces in covered and open mall buildings, walls separating

dwelling units, walls separating sleeping units and corridor

walls, in buildings of Type IIB, IIIB and VB construction.

Exceptions

903.3.1.1.

- 1. The wall need not be extended into the crawl space below where the floor above the crawl space has a minimum 1-hour fire-resistance rating.
- 2. Where the room-side fire-resistance-rated membrane of the *corridor* is carried through to the underside of the floor or roof sheathing, deck or slab of a fire-resistance-rated floor or roof above, the ceiling

2. In Group I-1 Condition 2, Group I-2 and ambulatory care facilities, horizontal sliding doors installed in accordance with Section 1010.1.4.3 and protected in accordance with Section 716.

709.5.1 Group I-2 and ambulatory care facilities. In Group I-2 and ambulatory care facilities, where doors are installed across a corridor, the doors shall be automaticclosing by smoke detection in accordance with Section 716.5.9.3 and shall have a vision panel with fire-protection-rated glazing materials in fire-protection-rated frames, the area of which shall not exceed that tested.

709.6 Penetrations. Penetrations of smoke barriers shall

comply with Section 714. **709.7 Joints.** Joints made in or between *smoke barriers* shall

comply with Section 715. 709.8 Ducts and air transfer openings. Penetrations in a smoke barrier by ducts and air transfer openings shall comply with Section 717.

SECTION 710 SMOKE PARTITIONS

710.1 General. Smoke partitions installed as required elsewhere in the code shall comply with this section. 710.2 Materials. The walls shall be of materials permitted by

the building type of construction. 710.3 Fire-resistance rating. Unless required elsewhere in the code, smoke partitions are not required to have a fireresistance rating.

710.4 Continuity. Smoke partitions shall extend from the top of the foundation or floor below to the underside of the floor or roof sheathing, deck or slab above or to the underside of the ceiling above where the ceiling membrane is constructed to limit the transfer of smoke.

710.5 Openings. Openings in smoke partitions shall comply with Sections 710.5.1 and 710.5.2. **710.5.1 Windows.** Windows in smoke partitions shall be

sealed to resist the free passage of smoke or be automaticclosing upon detection of smoke. 710.5.2 Doors. Doors in smoke partitions shall comply with Sections 710.5.2.1 through 710.5.2.3.

710.5.2.1 Louvers. Doors in smoke partitions shall not include louvers.

710.5.2.2 Smoke and draft control doors. Where required elsewhere in the code, doors in smoke partitions shall meet the requirements for a smoke and draft control door assembly tested in accordance with UL 1784. The air leakage rate of the door assembly shall not exceed 3.0 cubic feet per minute per square foot $[0.015424 \text{ m}^3/(\text{s} \cdot \text{m}^2)]$ of door opening at 0.10 inch (24.9 Pa) of water for both the ambient temperature test and the elevated temperature exposure test. Installation of smoke doors shall be in accordance with NFPA 105.

710.5.2.2.1 Smoke and draft control door labeling. Smoke and draft control doors complying only

711: HORIZONTAL ASSEMBLIES

with UL 1784 shall be permitted to show the letter "S" on the manufacturer's labeling.

710.5.2.3 Self- or automatic-closing doors. Where required elsewhere in the code, doors in smoke partitions shall be self- or automatic-closing by smoke detection in accordance with Section 716.5.9.3.

710.6 Penetrations. The space around penetrating items shall e filled with an approved material to limit the free passage

710.7 Joints. Joints shall be filled with an approved material

to limit the free passage of smoke. 710.8 Ducts and air transfer openings. The space around a duct penetrating a smoke partition shall be filled with an approved material to limit the free passage of smoke. Air transfer openings in smoke partitions shall be provided with a

smoke damper complying with Section 717.3.2.2. **Exception:** Where the installation of a *smoke damper* will interfere with the operation of a required smoke control system in accordance with Section 909, approved alternative protection shall be utilized.

SECTION 711 HORIZONTAL ASSEMBLIES

711.1 General. Horizontal assemblies shall comply with Section 711.2. Nonfire-resistance-rated floor and roof assem blies shall comply with Section 711.3.

711.2 Horizontal assemblies. Horizontal assemblies shall comply with Sections 711.2.1 through 711.2.6.

711.2.1 Materials. Assemblies shall be of materials per mitted by the building type of construction.

711.2.2 Continuity. Assemblies shall be continuous with

and Section 712. 711.2.3 Supporting construction. The supporting construction shall be protected to afford the required fireresistance rating of the horizontal assembly supported.

out vertical openings, except as permitted by this section

Exception: In buildings of Type IIB, IIIB or VB construction, the construction supporting the horizontal assembly is not required to be fire-resistance rated at the following:

- 1. Horizontal assemblies at the separations of incidental uses as specified by Table 509 provided the required fire-resistance rating does not exceed 1 hour.
- 2. Horizontal assemblies at the separations of dwelling units and sleeping units as required by Sec-
- 3. Horizontal assemblies at smoke barriers constructed in accordance with Section 709.

711.2.4 Fire-resistance rating. The fire-resistance rating of horizontal assemblies shall comply with Sections 711.2.4.1 through 711.2.4.6 but shall be not less than that required by the building type of construction.

704: FIRE RESISTANCE RATING OF STRUCTURAL MEMBERS 705: EXTERIOR WALLS

CHAPTER 5 CONCEPTS:

Tupe IIIB Construction. Seperated Mixed Use per Table 508.4: M to R: 1 HR. **S to R: 1 HR M to S: O HR Maximum Height Table 504.3:

R2:48,000, M:37,500, S:76,500 Maximum Area Table 506.2(SM): Sprinklered: entire building NFPA 13.

Maximum Stories Table 504.4:

CHAPTER 6 CONCEPTS: Fire Treated studs and plywood/OSB sheathing required in bearing walls only. Non-fire treated lumber and sheathing allowed in all other locations. Exterior walls that are at or close to the property line may require fire treated sheathing in order to achieve a specific UL tested assembly.

5:4. M:3. R-2:5

CHAPTER 7 CONCEPTS:

See Section above reproduced on this sheet.

713.13 Waste and linen chutes and incinerator rooms.

Also note: **Fire Barrier: 711 references Table 707.3.10 for seperating fire areas. The residential portion of the building must be seperated from the mercantile portion M to R: 2 hours. This is indicatated in the conceptual fire assembly sections.

CHAPTER 12 CONCEPTS:

Air-bourne sound walls, partitions and floor/ceiling assemblies sperating sleeping or dwelling units form one another or public/service areas shall have a sound transmission class (STC) of not less than 50. Structure-bourne sound floor/ceiling assemblies shall have an impact insulation class (IIC) rating of not less than 50.

Life Safety Concept

FIRE RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (HOURS)

BUILDING ELEMENT	TYPE III	
BUILDING ELEMENT	A	В
PRIM. STRUCT FRAME	1	0
BEARING WALLS		
EXTERIOR	2	2
INTERIOR	1	0
NONBEARING EXTERIOR WALLS	SEE TABLE 602	
NONBEARING WALLS PARTIT.		
INTERIOR	0	0
FLOOR CONSTR. + MEMBERS	1	0
ROOF CONSTR. + MEMBERS	1	0

BUILDING AREAS: TYPEI

DUIL DING ELEVENT	· · · · - · · ·	
BUILDING ELEMENT	Α	В
PRIM. STRUCT FRAME	1	0
BEARING WALLS		
EXTERIOR	2	2
INTERIOR	1	0
NONBEARING EXTERIOR WALLS	SEE TABL	E 602
NONBEARING WALLS PARTIT.		
INTERIOR	0	0
FLOOR CONSTR. + MEMBERS	1	0
ROOF CONSTR. + MEMBERS	1	0

Partial 601 Table

1/4" = 1'-0"

708: FIRE PARTITIONS

04: 11,219 03: 11,219 02: 15,552 01: 15,492 = 50,071 AREA

LL: 16,205

SUM= 66,276 GSF

Building Areas

ARCHITECTS + ENGINEERS

ARCHITECTS + ENGINEERS

FIRE WALL HANGER

@ BEARING WALL

Architectural Group Inc 07/06/2020

@NON-BEARING WALL

FIFTH FLOOR

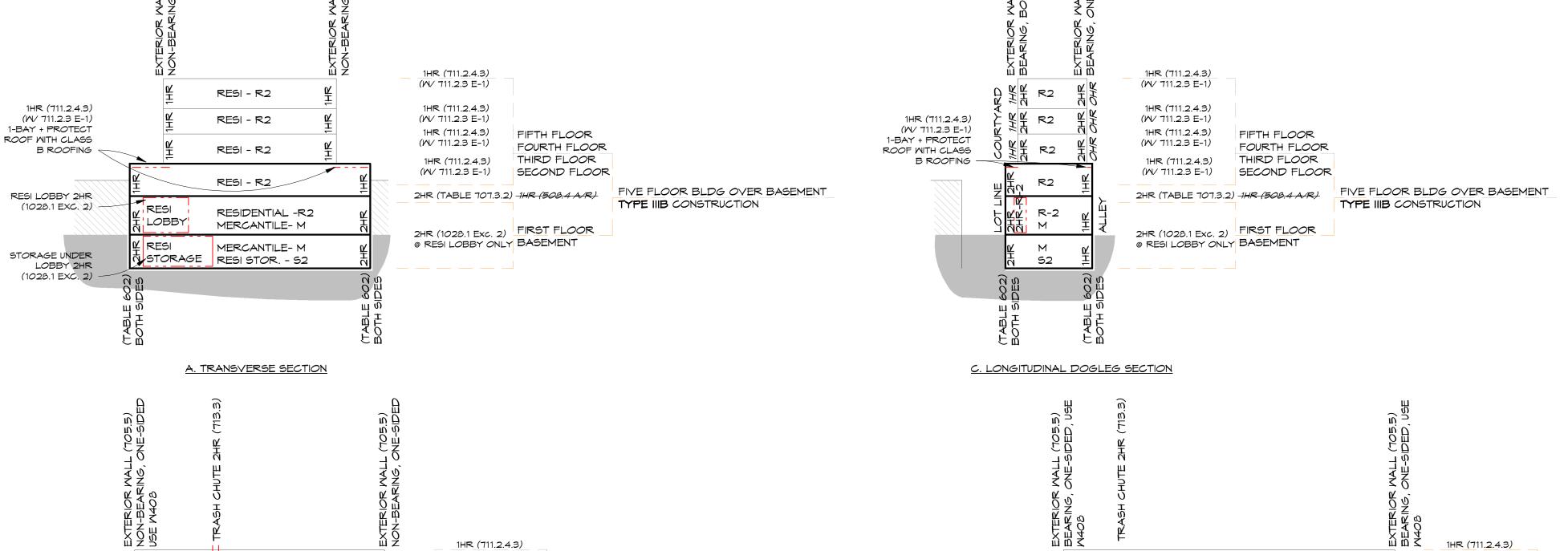
MINDOM HEADER

FOURTH FLOOR

SEE STRUCT

PARK CENTRAL SCHEMATIC DESIGN

ASSEMBLIES As indicated



1HR (711.2.4.3) (M/ 711.2.3 E-1) RESI - R2 RESI - R2 1HR (711.2.4.3) 1HR (711.2.4.3) RESI - R2 (M/ 711.2.3 E-1) RESI - R2 (M/ 711.2.3 E-1) 1HR (711.2.4.3) FIFTH FLOOR 1-BAY + PROTECT (M/ 711.2.3 E-1) FOURTH FLOOR ROOF WITH CLASS B ROOFING RESI - R2 RESI - R2 THIRD FLOOR 1HR (711.2.4.3) (W/ 711.2.3 E-1) SECOND FLOOR RESI - R2 RESI - R2 FIVE FLOOR BLDG OVER BASEMENT M TO R 2HR 2HR (TABLE 707.3.2) -1HR (508.4 A/R) M TO R 2HR TYPE IIIB CONSTRUCTION (TABLE 707.3.2) (TABLE 707.3.2) MERCANTILE- M RM (2HR) FIRST FLOOR BASEMENT MERCANTILE- M STORAGE UNDER LOBBY 2HR STORAGE UNDER LOBBY 2HR STORAGE RESI STOR. - 52 STORAGE (1028.1 EXC. 2) -(1028.1 EXC. 2) -

B. TRANSVERSE DOGLEG SECTION

Rated Assemblies Concept

1/32" = 1'-0"

L521/L550/L563 - FLOOR ASSEMBLY - 1 HR - USE: FLOOR LEVEL FOUR AND FIVE (ASSEMBLY DEPENDENT ON DAMPER SELECTED)

TABLE 722.2.2.1 - FLOOR ASSEMBLY - 1 HR - MINIMUM 3.5" SILICEOUS POURED CONCRETE THICKNESS - USE: FLOOR LEVEL THREE

G514 - FLOOR ASSEMBLY - 1 HR & 2 HR - USE: FLOOR LEVEL FIRST AND SECOND (PERHAPS G512... CHECK WITH STUCTURAL FOR TRUSS TYPE)

X528 - PRIMARY STRUCTURAL COLUMN PROTECTION - 1 HR & 2 HR - USE: BASEMENT AND FIRST FLOOR, 2 HR AT BEARING WALL COLUMN LINES OF UPPER THREE FLOOR ADDITION

U356 - BEARING EXTERIOR WALL - 1 HR - USE: INTERIOR FACE 1 HR RATED NON-BEARING PERIMETER/EXTERIOR WALLS (IF BLAZESHIELD EXTERIOR SHEATHING U348)

W408 - BEARING EXTERIOR WALL - 2 HR - USE: INTERIOR FACE 2 HR RATED BEARING PERIMETER/EXTERIOR WALLS

W408 - BEARING EXTERIOR WALL - 2 HR - USE: INTERIOR FACE 2 HR RATED BEARING PERIMETER/EXTERIOR WALLS WITH 1 HR FACE EXTERIOR RATED WHERE 0-10 FT FROM INTERNAL PROPERTY LINE(S)

U327/U305 - BEARING INTERIOR WALL - 1 HR - USE: WALLS FLOOR LEVEL TWO, THREE, FOUR AND FIVE

U341 - BEARING INTERIOR WALL - 1 HR - USE: WALLS FLOOR LEVEL TWO, THREE, FOUR AND FIVE

U415 - [STEEL STUD] SHAFTWALL - 2 HR - USE: VERTICAL SHAFTS OTHER THAN STAIRS AND ELEVATORS

U419 - [STEEL STUD] NONBEARING INTERIOR WALL - 1 HR & 2 HR - USE: BASEMENT AND FIRST WHERE NOT BEARING BUT 1 HOUR RATED - MAY BE EASIER TO USE STEEL STUDS ON THESE TALLER FLOORS

IBC 722.3 - UNIT MASONRY- 2 HR - USE: VERTICAL STAIR AND ELEVATOR SHAFTS
12x8x16 REGULAR - 2 HRS
8x8x16 REGULAR - 1 HRS

8x8x16 REGULAR - 1 HRS 8x8x16 SPECIAL 2 HR FIRE - 2 HRS

U???- NEED ROOF PROTECTION ASSEMBLY

Fire Rated Assemblies

PARK CENTRAL
SCHEMATIC DESIGN



MERCANTILE- M

MERCANTILE- M

RESI STOR. - S2

D. LONGITUDINAL SECTION

(M/ 711.2.3 E-1)

1HR (711.2.4.3)

1HR (711.2.4.3)

(M/ 711.2.3 E-1)

1HR (711.2.4.3)

(M/ 711.2.3 E-1)

2HR (TABLE 707.3.2) 1HR (508.4 A/R)

FIFTH FLOOR

THIRD FLOOR

FIRST FLOOR

BASEMENT

FOURTH FLOOR

SECOND FLOOR

FIVE FLOOR BLDG OVER BASEMENT

TYPE IIIB CONSTRUCTION

(M/ 711.2.3 E-1)

