

## Community Development Authority Board of Directors Meeting (In-Person & Virtual)

Whitewater Municipal Building Community Room, 312 West Whitewater St., Whitewater, WI 53190 \*In Person and Virtual

## Thursday, March 21, 2024 - 5:30 PM

## Citizens are welcome (and encouraged) to join our webinar via computer, smart phone, or telephone. Citizen participation is welcome during topic discussion periods.

Please click the link below to join the webinar:

https://us06web.zoom.us/j/83030596771?pwd=ir1ReFk1Y15e\_rxnM0unkOZ9b5atxw.2V7SLtb6p6ZxmW5I

Passcode: 286627

Telephone: +1 (312) 626-6799 US (Chicago) (Houston) Webinar ID: 830 3059 6771 Passcode: 286627

Please note that although every effort will be made to provide for virtual participation, unforeseen technical difficulties may prevent this, in which case the meeting may still proceed as long as there is a quorum. Should you wish to make a comment in this situation, you are welcome to call this number: (262) 473-0108.

## AGENDA

## CALL TO ORDER

**ROLL CALL** 

## **APPROVAL OF AGENDA**

A committee member can choose to remove an item from the agenda or rearrange its order; however, introducing new items to the agenda is not allowed. Any proposed changes require a motion, a second, and approval from the Board to be implemented. The agenda shall be approved at each meeting even if no changes are being made at that meeting.

1. Consideration of election of new CDA Chair.

## **HEARING OF CITIZEN COMMENTS**

No formal Committee action will be taken during this period although issues raised may become a part of a future agenda. Participants are allotted a three minute speaking period. Specific items listed on the agenda may not be discussed at this time; however, citizens are invited to speak to those specific issues at the time the Committee discusses that particular item.

To make a comment during this period, or during any agenda item: On a computer or handheld device, locate the controls on your computer to raise your hand. You may need to move your mouse to see these controls. On a traditional telephone, dial \*6 to unmute your phone and dial \*9 to raise your hand. **DECLARATION OF CONFLICT OF INTEREST.** Would any member(s) of the Board wish to declare any known conflict of interest with the items presented on today's CDA Board Agenda?

## **APPROVAL OF MINUTES**

- 2. Approval of Minutes of the January 18, 2024 CDA Board of Directors Meeting
- 3. Approval of January 31, 2024 CDA Board of Directors Special Meeting
- 4. Approval of Minutes of February 15, 2024 CDA Board Meeting

## ACKNOWLEDGMENT OF FINANCIAL STATEMENTS.

- 5. Finance Director report regarding status of CDA Fund Accounts (Rachelle Blitch)
- 6. Finance Director Report Regarding status of CDA Loan Receivables (Rachelle Blitch)
- 7. Acknowledgement of preliminary Financial Statements for period ending 12/31/2023.

## **ACTION ITEMS**

8. Discussion and possible action regarding Request for Proposals (RFP) for the redevelopment of property acquired by the City located at 216 East Main Street (Kristen Fish-Peterson).

## UPDATES AND DISCUSSIONS

- 9. WEDA Academy Webinar "Think Like a Developer"
- 10. Update regarding Memorandum of Understanding (MOU) between Whitewater-University Technology Park, Inc. and the University of Wisconsin-Whitewater with respect to operation and use of the City of Whitewater Innovation Center and Technology Park.
- <u>11.</u> Update regarding potential development of residential housing on vacant land owned by Pearson Hale Farm LLC located on Warner Road (Kristen Fish-Peterson)
- <u>12.</u> Update regarding the Whitewater WindUp Business Competition (Taylor Zeinert).
- <u>13.</u> Discussion regarding draft of Reimbursement Agreement between the City and the CDA with respect to the Whitewater WindUp Business Competition (Kristen Fish-Peterson)
- <u>14.</u> Update regarding potential renovation of 108 West Main Street Property.
- 15. Update regarding Business Retention Visist (Taylor Zeinert).

## **FUTURE AGENDA ITEMS**

## ADJOURNMENT

## Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk (262-473-0102) at least 72 hours prior to the meeting.

A quorum of the Common Council may be present. This notice is given to inform the public that no formal action will be taken at this meeting.



## Community Development Authority (CDA)

Whitewater Municipal Building Community Room, 312 West Whitewater St., Whitewater, WI 53190 \*In Person and Virtual

## Thursday, January 18, 2024

## MINUTES

CALL TO ORDER: Chairman Singer called the meeting to order at 5:30 p.m.

**ROLL CALL:** Board Members Present: Jon Kachel, Patrick Singer, Thayer Coburn, Joe Kromholz, Jeff Knight, Lukas Schreiber, Jill Gerber; ABSENT: Jim Allen. CITY STAFF PRESENT: Calli Berg, Economic Development Director), Bonnie Miller (CDA Administrative Assistant), Brad Marquardt (Director of Public Works).

Chairman Singer acknowledged the passing of Common Council President and CDA Board Member Jim Allen and called for a moment of silence in recognition of his life-long service and contributions to the City of Whitewater.

**APPROVE AGENDA:** Motion by Knight to approve the Agenda, seconded by Schreiber, approve by unanimous voice vote.

## DECLARATION OF CONFLICTS OF INTEREST. None.

**HEARING OF CITIZEN COMMENTS**: Lisa Dawsey-Smith (273 N. Fremont St.) Announced that to two small businesses who applied for and successfully been awarded grants from the Latino Hispanic Chamber of Commerce-Southeastern Wisconsin Division which represent an investment of \$45,000 in our small business community. The grant cycle is ongoing and outreach to other potential small businesses in the community continues. Developer Chip Eldridge (Grayson, IL) introduced himself to the Board.

**APPROVAL OF MINUTES:** Moved by Schreiber to approve the Minutes of the 12-21, 2023 CDA Board Meeting as presented; seconded by Kachel. Motion passed by unanimous voice vote.

**REVIEW & ACKNOWLEDGE FINANCIAL STATEMENTS:** December 31, 2023 Financial Statements were unavailable at this time.

### **PRESENTATIONS:**

Presenter: Pam Carper, Program Manager-Housing for the Walworth County Economic Development Association (WCEDA); Topic: Walworth County Workforce Housing Initiative.

Presenter: Dan Berg and Chuck Chamberlain of the Whitewater-Rice Lakes Management District (WRLMD), Topic: Overview of activities associated with maintaining Rice Lake and Whitewater Lake, including annual harvesting of weeds.

**ECONOMIC DEVELOPMENT ACTIVITIES UPATE:** Economic Development Director Calli Berg provided an update regarding ongoing economic development activities, including public relations and marketing activities, the awarding of the first Down Payment Assistance Loan available through the Affordable Housing Fund Policy, various development projects in the process of working through City Staff, and initiating a business retention program.

Pag Item 2.

## **ACTION ITEMS:**

- 3. Discussion and consideration of creating CDA prize fund for a Business Plan Competition project in partnership with UW-Whitewater. Director Berg requested support from the Board for the proposed business plan competition by the CDA, in cooperation with UW-Whitewater ENACTUS Business Club in the form of funding (prize fund), cooperation in identifying potential business locations for the winner, and selecting a name for the competition. Director Berg provided additional details regarding the components of the competition such as public relations, social networking, four required applicant workshops, and competition logistics. After further discussion, Choton Basu and Russ Kashian from UW-Whitewater provided more detail about what the University would provide and answered questions from the Board. Director Berg recommendation: Establish an entrepreneurial support program seeded with \$320,000 to support at least two contests with unspent funds being returned to the Action Fund. After further discussion, it was moved by Kromholz and seconded by Coburn to direct staff to proceed with the business competition in concert with UW-W for one year and to commit \$160,000 of funding with an option to repeat the competition based on the results of the first competition. Rolls Call Vote: Coburn, Singer, Gerber, Kromholz, Knight, Schreiber. NOES: None; ABSTAIN: Kachel. Motion passed. By unanimous consensus of the Board, the competition name "Whitewater WindUp" was selected.
- 4. **Discussion and consideration of engaging legal counsel to represent the interests of the CDA.** Director Berg pointed out that there are two separate general ledger items in the budget, one general and one for the loan portfolio totaling approximately \$17,000 that could be used to cover legal fees. Director Berg suggested doing a Request for Proposal (RFP) and the direction was given issue the RFP to get at least three bids.

#### UPDATES AND DISCUSSION.

- 5. **Strategic Planning & Vision.** Director Berg summarized the vision session that was held on \_\_\_\_\_, 2024 regarding issues and challenges before the Board, the needs of staff, and various properties in the City that would be suitable for future development and how to engage those landowners in the conversation.
- 6. **Discussion Regarding Open House Development Map Update.** Board Member Knight would like to see an enhanced effort to support business retention in the community, including a potential open house to bring business stakeholders together for discussion. Director Berg offered support for a "business appreciation" event that would be done in conjunction with an annual report. Board Member Knight also addressed increasing efforts to reach out to property owners reflected on the Potential Development Map and bring them all together for an open house type meeting that would include staff from Neighborhood Services to address any questions regarding planning and zoning issues.

**EXECUTIVE SESSION:** Moved by Kromholz and seconded by Schreiber to adjourn to Closed Session, <u>TO</u> <u>RECONVENE</u>, pursuant to Wisconsin Statutes 19.85(1)(e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session." Item to be discussed: Consideration and possible action regarding Offer to Purchase Vacant Parcel of Land located on Starin Road (Tax Parcel /WUP 00018D) at a purchase price of \$403,390. Motion passed by unanimous roll call vote.

**RECONVENE INTO OPEN SESSION:** Motion by Kromholz and seconded by Schreiber to reconvene to open session was approved by unanimous voice vote. Moved by Kromholz to accept Staff recommendation to approve Offer to Purchase contingent upon Buyer and the City entering into a Development Agreement on terms and conditions approved by the Common Council. Motion passed by unanimous roll call vote.

### FUTURE AGENDA ITEMS.

Pag Item 2.

**ADJOURNMENT:** Moved by Schreiber and seconded by Kromholz to adjourn. Chairman Singer adjourned the meeting at 7:55 p.m.

Respectfully submitted,

Bonnie Miller, Recorder

Minutes approved at the \_\_\_\_\_, 2024 CDA meeting.



## **CDA Special Meeting**

Whitewater Municipal Building Council Chambers, 312 West Whitewater St., Whitewater, WI 53190 \*In Person and Virtual

Wednesday, January 31, 2024 - 5:30 PM

## Citizens are welcome (and encouraged) to join our webinar via computer, smart phone, or telephone. Citizen participation is welcome during topic discussion periods.

Please click the link below to join the webinar:

https://us06web.zoom.us/j/83688246954?pwd=LVBI54kI-TrsjidK2Pe4I-Mi5V7AYg.S7kDQ-G5qX-5iPsM

Passcode: 264268

Or Telephone:

Dial: +1 312 626 6799 US (Chicago)

Webinar ID: 836 8824 6954

Passcode: 264268

Please note that although every effort will be made to provide for virtual participation, unforeseen technical difficulties may prevent this, in which case the meeting may still proceed as long as there is a quorum. Should you wish to make a comment in this situation, you are welcome to call this number: (262) 473-0108.

## Minutes

## CALL TO ORDER

Chairperson Patrick Singer called the meeting to order at 5:30 pm.

## **ROLL CALL**

Present

Board Member Jill Gerber

Board Member Joe Kromholz

Board Member Jeff Knight

Board Member Jon Kachel

Chairperson Patrick Singer

Board Member Thayer Coburn

City Attorney Jonathan McDonell

City Manager John Weidl

HR Director Sara Marquardt

City Clerk Heather Boehm

Absent

Lukas Schreiber

## **APPROVAL OF AGENDA**

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Motion made to approve the agenda by Board Member Knight, Seconded by Board Member Kromholz. Voting Yes: Board Member Coburn, Board Member Kachel, Board Member Knight, Board Member Kromholz, Chairperson Singer, Board Member Gerber.

## **EXECUTIVE SESSION**

Adjourn to Closed Session, pursuant to Wisconsin Statutes 19.85(1) (c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. (f) Considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations. **May reenter** open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

### Items to be discussed: The resignation of the Economic Development Director.

Motion made to go in Closed Session at 5:32 pm by Chairperson Singer, Seconded by Board Member Coburn.

Voting Yes: Board Member Coburn, Board Member Kachel, Board Member Knight, Board Member

Kromholz, Chairperson Singer, Board Member Gerber.

## **RECONVENE INTO OPEN SESSION**

No action taken in Closed Session.

Motion made to go back into Open Session at 5:58 pm by Board Member Knight, Seconded by Board Member Kromholz.

Voting Yes: Board Member Coburn, Board Member Kachel, Board Member Knight, Board Member Kromholz, Chairperson Singer, Board Member Gerber.

### **FUTURE AGENDA ITEMS**

Chairperson Singer would like follow up to cover the Economic Development Director either contractually or third party and follow up on the recruitment process to recruit a new Economic Development Director.

### ADJOURNMENT

Motion made to adjourn at 6:00 pm by Board Member Knight, Seconded by Board Member Kromholz. Voting Yes: Board Member Coburn, Board Member Kachel, Board Member Knight, Board Member Kromholz, Chairperson Singer, Board Member Gerber.

A quorum of the Common Council may be present. This notice is given to inform the public that no formal action will be taken at this meeting.

Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk (262-473-0102) at least 72 hours prior to the meeting.



## Community Development Authority Board of Directors Meeting (In-Person & Virtual)

Whitewater Municipal Building Community Room, 312 West Whitewater St., Whitewater, WI 53190 \*In Person and Virtual

## Thursday, February 15, 2024

## MINUTES

## CALL TO ORDER

Board Member Kromholz called the meeting to order at 5:30 p.m.

## **ROLL CALL**

PRESENT: Joe Kromholz, Jon Kachel, Jill Gerber, Jeff Knight, Thayer Coburn. ABSENT: Patrick Singer, Lukas Schreiber. STAFF: John Weidl (City Manager), Bonnie Miller (CDA Administrative Assistant).

## Elect Board Chair due to Patrick Singer appointment to Common Council

Board Member Coburn nominated Joe Kromholz to act as Interim Chair; AYES: Coburn, Gerber, Kachel, Knight, Kromholz. NOES: None. ABSENT: Singer, Schreiber.

Moved by Knight to waive the 72-hour notice required by the City of Whitewater Transparency Ordinance to consider electing a new Board Chair; seconded by Kromholz. AYES: Coburn, Gerber, Kachel, Kromholz, Knight. NOES: None. ABSENT: Singer, Schreiber.

## **APPROVAL OF AGENDA**

Moved by Coburn to approve the Agenda; seconded by Kachel. AYES: Gerber, Knight, Kachel, Coburn, Kromholz. NOES: None. ABSENT: Singer, Schreiber.

DECLARATION OF CONFLICT OF INTEREST. Roll Call: NOES: Gerber, Coburn, Kromholz, Knight, Kachel.

## HEARING OF CITIZEN COMMENTS.

Daniel Kistle (327 E. Clay Street) representing Alpha Holdings introduced himself and his spouse Jhinelle Kistle to the Board as potential developers of a doggie daycare facility in the City. Kristen Parks of Anderson Commercial Group (5000 Town Drive, New Berlin) provided a short update regarding their real estate marketing efforts on behalf of the City of Whitewater.

## **APPROVE MINUTES**

## 2. Approval of January 18, 2024 CDA Board Meeting Minutes.

Moved by Coburn to approve the January 18, 2024 CDA Board Meeting Minutes; seconded by Gerber; after brief discussion, Coburn withdrew his motion to approve to allow Staff to review the meeting video and update the draft of the Minutes to reflect the request for a report from the Interim-Economic Development Director on the status of CDA funds. The January 18, 2024 Minutes were tabled until the March Board meeting.

Item 4.

3. **Approval of Minutes of January 31, 2024 CDA Special Meeting.** Approval of the Minutes as submitted was tabled until the March meeting.

## **APPROVE FINANCIAL STATEMENTS**

4. Review and acknowledge Preliminary Financial Statements for period ending December 31, 2023. (Income/Expense & Balance Sheet do not reflect the auditors GASB Pension entries of the fixed asset depreciation entries.). Miller clarified that the Financials submitted are preliminary only subject to revision. Coburn moved to approve the preliminary Financial Statements subject to revision; seconded by Kromholz. Motion approved by unanimous voice vote.

## **ACTION ITEMS**

5. **Consideration and approval of Whitewater WindUp (WWUP) Business Competition Eligibility Criteria and Application.** Moved by Kachel to approve the Whitewater WindUp business competition eligibility criteria and application as presented, subject to the following modifications: <u>Page 3, add Item 18</u>: "All finalists shall be reviewed by the CDA, and all awards shall be approved by the CDA." Discussion ensued regarding the need for those modifications." Motion seconded by Kromholz. Roll Call: Ayes: Knight, Coburn, Kachel, Kromholz, Gerber. NOES: None. ABSENT: Singer, Schreiber.

6. **Discussion and possible action regarding request for revisions to Downpayment Assistance and the Affordable Housing Fund Program.** City Manager Weidl provided a summary of the changes as suggested by Nate Parrish from First Citizens State Bank to enhance program accessibility and effectiveness. Moved by Knight to approve, seconded by Knight. Moved by Knight to approve the three changes as recommended contingent upon approval as to compliance by the City Attorney; seconded by Kachel. Roll Call: AYES: Kromholz, Gerber, Kachel, Coburn, Knight. NOES: None. ABSENT: Singer, Schreiber.

## UPDATES AND DISCUSSIONS

7. **Update regarding economic development activities.** CDA Staff is working on a master list of businesses in Whitewater and updating contact information. Contacted eight business this week and have five BRE's scheduled for next week. We have a working draft of questions that will be used for BREs. Demolition at the Aldi's site has begun and the first building is down. They are doing asbestos removal in the back building which is slated to come down beginning February 22<sup>nd</sup>. Demolition on the Hawk Bowl is scheduled to follow within the 2-3 weeks. The Re-Plat of Mound Meadows which has been approved by the State has been received and is progressing through the execution process with the City, the JM Meadowview LLC, US Shelter Homes and Walworth County. As soon as the Re-Plat has been recorded, US Shelter Homes can begin application for building permits. Kristen Fish-Peterson is working on a proposal for a housing project on the Pearson Hale Farm LLC property on Warner Road. City Staff did a walk-through of the Bowers House Project at 183 W. Main Street. Repairs to the roof and interior support structure of all three floors of the building is nearing completion. Demolition of interior walls and removal of debris is an ongoing process.

## **EXECUTIVE SESSION**

Moved by Kromholz and seconded by Gerber to adjourn to Closed Session, <u>TO RECONVENE</u>, pursuant to Wisconsin Statutes 19.85(1(e) "Deliberating or negotiating the purchasing of public properties, the

investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Items to be discussed:

- Consideration of Letter of inquiry regarding acquisition of approximately 3 acres of vacant land in the Technology Park (TP) located on Howard Road (part of Tax Parcel No. /A444200003) at a price of \$87,000.
- 9. Consideration and possible action regarding request for Amendment to Offer to Purchase entered into with Larry Chapman for acquisition of vacant parcel of land located on Prospect Drive (Tax Parcel No. 212-0515-3434-003).
- 10. Consideration of Offer to Purchase approximately 1 acre of vacant land located on Bluff Road (Tax Parcel No. /A323600002) at a price of \$30,000.
- 11. Update and possible action regarding Offer to Purchase entered into with Quality Industries Inc. for acquisition of a vacant parcel of land located on Starin Road (Tax Parcel No. /WUP 00018D).
- 12. Consideration and possible action regarding application from Walworth County Habitat for Humanity for \$25,000 Developer Incentive under the Affordable Housing Policy for new single-family residential at 896-3A South Franklin Street.
- 13. Negotiation and possible action regarding Whitewater University Innovation Center Lease Agreement with Blue Line Battery, Inc.

Motion passed by unanimous roll call vote.

Moved by Knight and seconded by Coburn to reconvene to Open Session. Motion passed by unanimous roll call vote.

**RECONVENE INTO OPEN SESSION.** Kromholz noted that there would be no action taken on Item 8.

Moved by Coburn and seconded by Kromholz to approve Item 8 as recommended to amend the Offer to Purchase to extend the due diligence period to allow Buyer to secure a tenant for the facility, provided the proposed the amendment include a 30-day bump clause allowing the City to accept a bona fide secondary Offer to Purchase. Roll Call: AYES: Gerber, Coburn, Kromholz, Knight, Kachel. NOES: None. ABSENT: Singer, Schreiber. Motion passed.

Moved by Coburn to accept the Offer to Purchase approximately 1 acre of vacant land located on Bluff Road (Tax Parcel /A323600002) at a price of \$30,000, contingent upon terms and conditions of a Development Agreement acceptable to the CDA and the Common Council. Roll Call: AYES: Knight, Coburn, Kachel, Kromholz, Gerber. NOES: None. ABSENT: Singer, Schreiber. Motion passed.

Moved by Coburn and seconded by Kachel to terminate the current Offer to Purchase entered into between the CDA and Quality Industries, Inc. for the acquisition of a vacant parcel of land located on Starin Road at a price of \$403,390 based upon the failure of Buyer to provide the escrow payment on time and to enter into a new Offer to Purchase with Buyer on the same terms and conditions, with the addition of a 60-day bump clause. Roll Call: AYES: Kromholz, Gerber, Kachel, Coburn, Knight. NOES: None. ABSENT: Singer, Schreiber. Motion passed.

Moved by Knight to approve the application from Walworth County Habitat for Humanity for a \$25,000 Developer Incentive under the Affordable Housing Fund Policy for new single-family residential home at

896-3A South Franklin Street. Motion by Knight to amend the motion to provide that the grant be in an amount equal to the cost of the well and septic improvements. Motion failed to receive a second. Moved by Kromholz to approve the application from Habitat for Humanity of Walworth County for a \$25,000 Developer Incentive as submitted under the Affordable Housing Fund Policy. Second by Coburn. AYES: Kachel, Knight, Gerber, Coburn, Kromholz. NOES: None. ABSENT: Singer, Schreiber. Motion passed.

Kromholz noted that there would be no action on Whitewater University Innovation Center Lease Agreement with Blue Line Battery, Inc.

## FUTURE AGENDA ITEMS:

- 1. Update on the funds controlled by the CDA in the unrestricted Action Fund.
- 2. Update on the Hale residential property development.
- 3. Housing Roundtable with property owners of potential development of vacant land in the City.
- 4. Finance to report on the status of the CDA Loan Portfolio.

**ADJOURNMENT**: Moved by Coburn to Adjourn, seconded by Kachel. Upon unanimous voice vote, Interim Chair Kromholz adjourned the meeting at approximately 7:45 p.m.

Respectfully submitted,

Bonnie Miller, Recorder

		lten	n 5.
City of WHITEWATER	CDA Agenda Item		
Meeting Date:	March 21, 2024		
Agenda Item:	Preliminary December 2023 Financials		
Staff Contact (name, email, phone):	Rachelle Blitch, rblitch@whitewater-wi.gov 262-473-1380		

BACKGROUND

(Enter the who, what when, where, why)

Enclosed are the preliminary financial statements for December 2023. As we are presently undergoing the auditing process, it is possible that the auditor may make further adjustments. Upon the completion of the audit, we will issue the final financial report. The presentation is designed to provide a comprehensive analysis of the balance sheet accounts, outstanding loans, and programs. Additionally, it will cover any remaining inquiries you may have concerning the land acquisition process.

	PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS
	(Dates, committees, action taken)
N/A	
,,,,	
	FINANCIAL IMPACT
	(If none, state N/A)
N/A	
,,,,	
	STAFF RECOMMENDATION
	STAFF RECOMMENDATION
N/A	

	ATTACHMENT(S) INCLUDED
	(If none, state N/A)
1.	December Financials
-	

2. Presentation of Financials

## CITY OF WHITEWATER REVENUES WITH COMPARISON TO BUDGET FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

## ECONOMIC DEVELOPMENT FUND

		PERIOD	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
	OTHER FINANCING SOURCES					
900-49265-56	TRANSFER TID #4 AFFORD HOUSING	.00	50,000.00	50,000.00	.00	100.0
900-49266-56	TRANSFER TID #11-ADMIN	.00	10,000.00	5,000.00	( 5,000.00)	200.0
900-49267-56	TRANSFER TID #12-ADMIN	.00	5,000.00	5,000.00	.00	100.0
900-49268-56	TRANSFER TID #13-ADMIN	.00	.00	35,000.00	35,000.00	.0
900-49290-56	GENERAL FUND TRANSFER	.00	32,500.00	32,500.00	.00	100.0
900-49300-56	FUND BALANCE APPLIED	.00.	.00	63,244.84	63,244.84	.0
	TOTAL OTHER FINANCING SOURCES	.00	97,500.00	190,744.84	93,244.84	51.1
	TOTAL FUND REVENUE	.00	97,500.00	190,744.84	93,244.84	51.1

#### CITY OF WHITEWATER EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

### ECONOMIC DEVELOPMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT		ARIANCE	% OF BUDGET
	CDA						
900-56500-111	SALARIES	.00	15,142.30	83,999.92		68,857.62	18.0
900-56500-115	WAGES/PART-TIME/PERMANENT	.00	33,915.97	23,063.04	(	10,852.93)	147.1
900-56500-151	FRINGE BENEFITS	.00	7,265.96	34,079.72		26,813.76	21.3
900-56500-210	PROFESSIONAL DEVELOPMENT	.00	439.00	3,535.00		3,096.00	12.4
900-56500-212	LEGAL SERVICES	.00	.00	12,625.00		12,625.00	.0
900-56500-215	PROFESSIONAL SERVICES	.00	36,139.74	2,525.00	(	33,614.74)	1431.3
900-56500-219	AUDIT FEES	.00	.00	4,040.00		4,040.00	.0
900-56500-222	COUNTY/REGIONAL ECON DEV	.00	10,854.00	9,342.50	(	1,511.50)	116.2
900-56500-223	MARKETING	.00	1,272.50	2,525.00		1,252.50	50.4
900-56500-224	SOFTWARE/HARDWARE MAINTENANCE	.00	5,920.28	7,012.02		1,091.74	84.4
900-56500-225	TELECOM/INTERNET/COMMUNICATION	.00	2,441.91	2,210.34	(	231.57)	110.5
900-56500-310	OFFICE & OPERATING SUPPLIES	.00	3,208.59	606.00	(	2,602.59)	529.5
900-56500-311	POSTAGE	.00	96.42	202.00		105.58	47.7
900-56500-320	DUES	.00	1,650.00	1,191.80	(	458.20)	138.5
900-56500-321	SUBSCRIPTIONS & BOOKS	.00	287.00	.00	(	287.00)	.0
900-56500-325	PUBLIC EDUCATION	.00	195.00	50.50	(	144.50)	386.1
900-56500-330	TRAVEL EXPENSE	.00	347.91	3,737.00		3,389.09	9.3
900-56500-341	MISC EXPENSE	.00	253.96	.00	(	253.96)	.0
	TOTAL CDA	.00	119,430.54	190,744.84		71,314.30	62.6
	TOTAL FUND EXPENDITURES	.00	119,430.54	190,744.84		71,314.30	62.6
	NET REVENUE OVER EXPENDITURES	.00	( 21,930.54)	.00		21,930.54	.0

Item 5.

## CASH ACCOUNTS

## BALANCE SHEET DECEMBER 31, 2023

## CDA PROGRAMS FUND

		BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
	ASSETS				
910-11600	CDBG-HOUSING CHK-1CSB XXX450	13,790.70	.00	632.88	14,423.58
910-11702	FACADE CKING-1ST CIT- XXX442	23,693.95	.00	1,173.80	24,867.75
910-11800	ACTION-BUS DEV-BUS PARK-XXX127	261,460.54	.00	173,512.96	434,973.50
910-11801	ACTION-LAND PURCHASE-XXX127	702,295.93	.00	( 161,398.00)	540,897.93
910-11900	CAP CAT-ASSOC BK XXXXX3734	9,134.66	.00	109,977.11	119,111.77

## CASH ACCOUNTS

Account Name	CDA Operating	Action Bus Dev (UDAG) Checking	Façade Checking	CDBG Housing	Capital Cat Checking
Fund Account Number	Fund 900	Fund 910 xxx-127	Fund 910 xxx-442	Fund 910 xxx-450	Fund 910 xxxxx3734
Bank	1st Citizens	1st Citizens	1st Citizens	1st Citizens	Associated
Interest Rate	5.52%	5.52%	5.52%	5.52%	2.27%
GL Account Number(s)	900-11100	910-11800 910-11801 910-11806	910-11702	910-11600	910-11900
GL Balance as of:	Real Property in the second	Call States		A CONTRACTOR OF THE OWNER	
01/31/2023	36,477.13	960,234.63	23,776.15	13,838.54	9,136.60
02/28/2023	26,218.59	966,150.05	23,852.75	13,883.13	9,138.35
03/31/2023	20,101.00	987,360.80	23,943.44	13,935.92	9,140.29
04/30/2023	9,695.75	1,052,763.81	24,027.83	13,985.04	117,528.05
05/31/2023	88,433.28	1,059,350.30	24,130.92	14,045.04	117,552.26
06/30/2023	82,873.78	1,065,628.09	24,229.18	14,102.23	117,769.65
07/31/2023	70,159.37	1,071,450.27	24,333.55	14,162.98	117,994.70
08/31/2023	67,781.58	942,648.10	24,437.30	14,223.37	118,220.18
09/30/2023	75,901.75	950,776.77	24,538.32	14,282.17	118,438.81
10/31/2023	60,444.07	959,259.27	24,653.15	14,349.00	118,665.14
11/30/2023	43,163.61	967,501.57	24,761.84	14,362.15	118,884.59
12/31/2023	31,221.24	975,871.43	24,867.75	14,423.58	119,111.77
Outstanding items					
Current Bank Balance	31,221.24	975,871.43	24,867.75	14,423.58	119,111.77
Difference	0.00	0.00	0.00	0.00	0.00

# ACTION FUND LOANS

910-13500	PAUQUETTE CENTER LOAN RECV
910-13501	ACTION-LEARNING DEPOT \$41,294
910-13503	ACTION-BIKEWISE-\$23,099
910-13504	ACTION-MEEPER TECH-\$97,907
910-13505	ACTION-MEEPER-\$82,310
910-13506	ACTION-BLUE LINE \$34,520
910-13507	ACTION-BLUE LINE \$45,457
910-13508	ACTION-FINE FOOD ARTS \$31,810
910-13509	ACTION-SAFEPRO TECH \$100K
910-13510	ACTION-SWSPOT/GILDEMEISTER 54K
910-13999	ACTION LOAN-LOAN LOSS RESERVE

127,371.52	.00	(	15,474.24)	111,897.28
27,317.14	.00	(	7,418.96)	19,898.18
4,716.24	.00	(	4,716.24)	.00
81,791.63	.00	(	81,791.63)	.00
71,814.49	.00	(	71,814.49)	.00
25,975.45	.00	(	25,975.45)	.00
35,039.56	.00	(	35,039.56)	.00
30,000.00	.00		.00	30,000.00
100,000.00	.00	(	782.90)	99,217.10
54,000.00	.00	(	9,114.82)	44,885.18
153,606.12)	.00		153,606.12	.00
al later of the lat				

# ACTION FUND LOANS

ACTION F	UND	ORIGINAL	11/30/2023	an all and a		12/31/2023	Principal Pymts		
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	BALANCE	To Date	Written Off	NOTES
910-13500	PAUQUETTE CENTER LOAN RECV	\$158,320.00	\$113,186.80	1,289.52	0.00	\$111,897.28	\$46,422.72		Current
910-13501	ACTION-LEARNING DEPOT \$41,294	\$41,294.63	\$20,527.81	629.63	68.42	\$19,898.18	\$21,396.45		Current
910-13508	ACTION-FINE FOOD ARTS \$31,810	\$30,000.00	\$30,000.00	0.00	0.00	\$30,000.00	\$0.00		First pymt due 12/15/2022-Certified Demand Letter Sent 12/01/2
910-13509	ACTION-SAFEPRO TECH \$100K	\$104,360.00	\$100,355.60	1,138.50	334.50	\$99,217.10	\$5,142.90		On 08/10/2023 paid all past due amounts, authorized monthly withdrawls for all future loan paymnts On 08/10/2023 paid all past due amounts, authorized monthly
910-13510	ACTION-SWSPOT/GILDEMEISTER 54K	\$54,000.00	\$45,492.29	607.11	151.64	\$44,885.18	\$9,114.82		withdrawls for all future loan paymnts
910-17002	UDAG-SLIPSTREAM-LOC	\$12,500.00	\$12,500.00	0.00	0.00	\$12,500.00	\$0.00		In Default/Strive On-Still in Business
910-13503	ACTION-BIKEWISE-\$23,099	\$23,099.36	\$0.00	0.00	0.00	\$0.00	\$23,099.36		Paid Off
910-13504	ACTION-MEEPER TECH-\$97,907	\$97,907.69	\$0.00	0.00	0.00	\$0.00	\$16,116.06	\$81,791.63	Written off in Default 03/31/2023
910-13505	ACTION-MEEPER-\$82,310	\$82,310.00	\$0.00	0.00	0.00	\$0.00	\$10,495.51	\$71,814.49	Written off in Default 03/31/2023
910-13506	ACTION-BLUE LINE \$34,520	\$34,520.75	\$0.00	0.00	0.00	\$0.00	\$34,520.75		Paid off April 2023
910-13507	ACTION-BLUE LINE \$45,457	\$45,457.82	\$0.00	0.00	0.00	\$0.00	\$45,457.82		Paid off April 2023
	TOTAL	S \$683,770.25	\$322,062.50	\$3,664.76	\$554.56	\$318,397.74	\$211,766.39	\$153,606.12	
910-13999	ACTION LOAN-LOAN LOSS RESERVE		\$0.00	0.00	0.00	\$0.00			
910-17999	UDAG-LOAN LOSS RESERVE		(\$12,500.00)	0.00	0.00	(\$12,500.00)			

# CDBG HOUSING LOANS

910-14000	CDBG HOUSING-MO301
910-14001	CDBG HOUSING-A8416
910-14003	CDBG HOUSING-B935
910-14006	CDBG HOUSING-C932
910-14009	CDBG HOUSING-J8802
910-14011	CDBG HOUSING-M8501
910-14013	CDBG HOUSING-P954
910-14016	CDBG HOUSING-V902
910-14025	CDBG HOUSING-M0801
910-14026	CDBG HOUSING-B0803-0901
910-14030	CDBG HOUSING-HO#13-2016
910-14031	CDBG HOUSING-HO#4
910-14038	CDBG HOUSING-HO#14
910-14039	CDBG HOUSING-HO#15
910-14040	CDBG HOUSING-HO#18

8,220.00	.00	.00	8,220.00
0,203.84	.00	.00	10,203.84
18,420.02	.00	.00	18,420.02
8,062.00	.00	.00	8,062.00
10,818.00	.00	.00	10,818.00
1,000.90	.00	.00	11,000.90
11,000.00	.00	.00	11,000.00
12,504.15	.00	.00	12,504.15
18,422.00	.00	.00	18,422.00
34,448.00	.00	.00	34,448.00
8,000.00	.00	.00	8,000.00
37,795.00	.00	.00	37,795.00
18,000.00	.00	.00	18,000.00
6,815.00	.00	.00	36,815.00
4,235.00	.00	.00	4,235.00

# CDBG HOUSING LOANS

HOUSING			ORIGINAL	11/30/2023		THE REAL PROPERTY	12/31/2023
ACCT#	CLIENT		LOAN	BALANCE	PRINCIPAL	INTEREST	BALANCE
910-14000	CDBG HOUSING-MO301		\$8,220.00	\$8,220.00	0.00	0.00	\$8,220.00
910-14001	CDBG HOUSING-A8416		\$10,203.84	\$10,203.84	0.00	0.00	\$10,203.84
910-14003	CDBG HOUSING-B935		\$18,420.02	\$18,420.02	0.00	0.00	\$18,420.02
910-14006	CDBG HOUSING-C932		\$8,062.00	\$8,062.00	0.00	0.00	\$8,062.00
910-14009	CDBG HOUSING-J8802		\$10,818.00	\$10,818.00	0.00	0.00	\$10,818.00
910-14011	CDBG HOUSING-M8501		\$11,000.90	\$11,000.90	0.00	0.00	\$11,000.90
910-14013	CDBG HOUSING-P954		\$11,000.00	\$11,000.00	0.00	0.00	\$11,000.00
910-14016	CDBG HOUSING-V902		\$12,504.15	\$12,504.15	0.00	0.00	\$12,504.15
910-14025	CDBG HOUSING-M0801		\$18,422.00	\$18,422.00	0.00	0.00	\$18,422.00
910-14026	CDBG HOUSING-B0803-0901		\$34,448.00	\$34,448.00	0.00	0.00	\$34,448.00
910-14030	CDBG HOUSING-HO#13-2016		\$8,000.00	\$8,000.00	0.00	0.00	\$8,000.00
910-14031	CDBG HOUSING-HO#4		\$37,795.00	\$37,795.00	0.00	0.00	\$37,795.00
910-14038	CDBG HOUSING-HO#14		\$14,671.00	\$18,000.00	0.00	0.00	\$18,000.00
910-14039	CDBG HOUSING-HO#15		\$21,090.00	\$36,815.00	0.00	0.00	\$36,815.00
910-14040	CDBG HOUSING-HO#18		\$4,235.00	\$4,235.00	0.00	0.00	\$4,235.00
		TOTALS	\$228,889.91	\$247,943.91	\$0.00	\$0.00	\$247,943.91

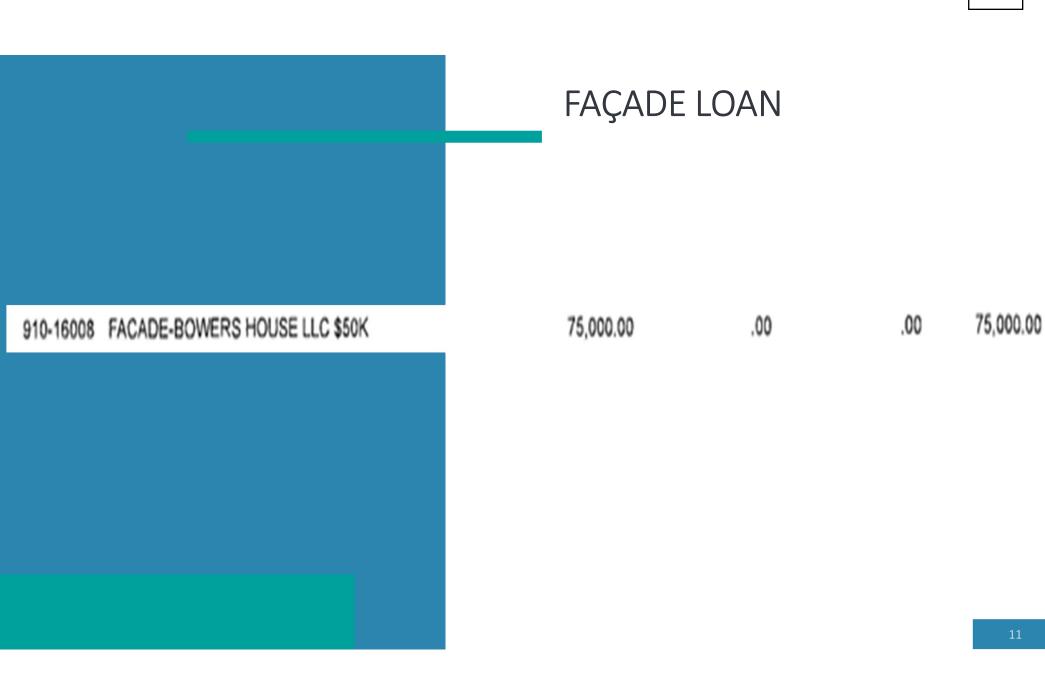
# CAPITAL CATALYST LOANS

910-15000	CAP CAT-SLIPSTREAM-\$102,500
910-15003	CAP CAT-SLIPSTREAM-\$42,000
910-15004	CAP CAT-MEEPER TECH-\$102,000
910-15006	CAP CAT- ROYAL-INVENT-27.5K
910-15011	CAP CAT-ROYAL-SCANALYTICS-95K
910-15012	CAP CAT-ROYAL-INVENTALATOR-75K
910-15015	CAP CAT-BLUELINE BATT-\$64,614
910-15017	CAP CAT-BLUELINE BATT \$36,600
910-15018	CAP CAT-RECRUITCHUTE \$51,050
910-15999	CAP CAT-LOAN LOSS RESERVE

102,500.00	.00		.00	102,500.00
42,000.00	.00		.00	42,000.00
102,000.00	.00	(	102,000.00)	.00
27,500.00	.00		.00	27,500.00
97,500.00	.00		.00	97,500.00
77,500.00	.00		.00	77,500.00
64,614.00	.00	(	64,614.00)	.00
36,600.00	.00	(	36,600.00)	.00
51,050.00	.00		.00	51,050.00
102,000.00)	.00		102,000.00	.00

# CAPITAL CATALYST LOANS

CAPITAL CATALYST	ORIGINAL	11/30/2023			12/31/2023	Payments	Amount	
ACCT# CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	BALANCE	To Date	Written Off	NOTES
910-15000 CAP CAT-SLIPSTREAM-\$102,500	\$102,500.00	\$102,500.00	0.00	0.00	\$102,500.00	\$6,275.00		interest only-last payment received 10/31/2016
910-15003 CAP CAT-SLIPSTREAM-\$42,000	\$42,000.00	\$42,000.00	0.00	0.00	\$42,000.00	\$0.00		annual net revenue royalty-no payments have been received.
910-15006 CAP CAT- ROYAL-INVENT-27.5K	\$27,500.00	\$27,500.00	0.00	0.00	\$27,500.00	\$500.00		annual net revenue royalty-only payment rec'd 08/26/2020
910-15011 CAP CAT-ROYAL-SCANALYTICS-95K	\$97,500.00	\$97,500.00	0.00	0.00	\$97,500.00	\$8,125.27		annual net revenue royalty-only payment rec'd 04/02/2019
910-15012 CAP CAT-ROYAL-INVENTALATOR-75K	\$77,500.00	\$77,500.00	0.00	0.00	\$77,500.00	\$1,386.77		First payment received -last payment rec'd 08/26/2020
910-15018 CAP CAT-RECRUITCHUTE \$51,050	\$51,050.00	\$51,050.00	0.00	0.00	\$51,050.00	\$0.00		annual net revenue royalty-no payments have been received.
910-15004 CAP CAT-MEEPER TECH-\$102,000	\$102,000.00	\$102,000.00	0.00	0.00	\$0.00	\$0.00	\$102,000.00	Written off in Default 04/30/2023
910-15015 CAP CAT-BLUELINE BATT-\$64,614	\$64,614.00	\$64,614.00	0.00	0.00	\$0.00	\$64,614.00		Paid off April 2023
910-15017 CAP CAT-BLUELINE BATT \$36,600	\$36,600.00	\$36,600.00	0.00	0.00	\$0.00	\$36,600.00		Paid off April 2023
TOT	ALS \$601,264.00	\$601,264.00	\$0.00	\$0.00	\$398,050.00	\$117,501.04	\$102,000.00	



					FAÇ	ADE	LOA	N
FAÇADE LOAN	ORIGINAL	11/30/2023			12/31/2023	Principle Pymts		
ACCT # CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	BALANCE	To Date	Written Off	NOTES
910-16008 FACADE-BOWERS HOUSE LLC \$50K	75,000.00	75,000.00	0.00	0.00	75,000.00	\$0.00		New Ioan April 2022/first payment due 04/11/2024
And a second	TOTALS \$ 75,000.00	\$ 75,000.00	\$ .	5.	\$ 75,000.00	ALL	No.	

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			OTHER	R ASSETS			
910-17002	UDAG-SLIPSTREAM-LOC		12,500.00	.00	.00		12,500.00
910-17999	UDAG-LOAN LOSS RESERVE	(	12,500.00)	.00	.00	(	12,500.00)
910-18103	CDBG GRANT DUE FROM FD 610		851,866.00	.00	.00		851,866.00
910-18350	LAND		275,171.53	.00	171,568.00		446,739.53
910-18360	REAL ESTATE		6,128,544.00	.00	.00		6,128,544.00
	TOTAL ASSETS		9,492,585.13	.00	95,730.58		9,588,315.71



# LIABILITIES & FUND BALANCE

## BALANCE SHEET DECEMBER 31, 2023

## CDA PROGRAMS FUND

		BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
	LIABILITIES				
910-22000	ACCUM DEPREC-BUILDING	1,461,118.56	.00	.00	1,461,118.56
910-25100	DUE TO GENERAL FUND	3,698.00	.00	13,478.56	17,176.56
910-26101	DEF REVENUE-FD 610-CDBG	851,866.00	.00	.00	851,866.00
	TOTAL LIABILITIES	2,316,682.56	.00	13,478.56	2,330,161.12
	FUND EQUITY				
910-30110	CONTRIBUTED CAPITAL	456,815.37	.00	.00	456,815.37
910-34300	PROPRIETARY CAPITAL	6,481,055.26	.00	.00	6,481,055.26
910-34400	RESERVE FOR LAND PURCHASES	238,031.94	.00	.00	238,031.94
	UNAPPROPRIATED FUND BALANCE:				
	REVENUE OVER EXPENDITURES - YTD	.00	.00	82,252.02	82,252.02
	BALANCE - CURRENT DATE	.00	.00	82,252.02	82,252.02
	TOTAL FUND EQUITY	7,175,902.57	.00	82,252.02	7,258,154.59
	TOTAL LIABILITIES AND EQUITY	9,492,585.13	.00	95,730.58	9,588,315.71

		Item 8
City of WHITEWATER	CDA Agenda Item	
Meeting Date:	03-21-2024	
Agenda Item:	n: Discussion and possible action regarding Request for Proposals (RFP)	
	for the redevelopment of property acquired by the Community	
	Development Authority located at 216 East Main Street	
Staff Contact (name, email, phone):	Taylor Zeinert, Interim Economic Development Director	
	tzeinert@whitewater-wi.gov	
	262-473-0101	

BACKGROUND (Enter the who, what when, where, why)

On March 1, 2024, the City acquired property located at 216 East Main Street (Tax Parcel No. /TRA /WUP 00257A) for purposes of redevelopment.

## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS (Dates, committees, action taken)

FINANCIAL IMPACT
(If none, state N/A)

## STAFF RECOMMENDATION

City Staff has prepared a Request for Proposals for Downtown Redevelopment & Partnership Opportunity with respect to the above-referenced property for consideration and approval by the Board.

ATTACHMENT(S) INCLUDED (If none, state N/A)

Request for Proposal – Downtown Redevelopment & Partnership Opportunity

## **Downtown Redevelopment & Partnership Opportunity**

## City of Whitewater, Wisconsin



The City of Whitewater Community Development Authority (CDA) invites proposals for purchase and redevelopment of 216 E. Main Street.

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Item 8.

## Contents

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REVIEW & SELECTION
OPTION PERIOD & CLOSING
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## REQUEST FOR PROPOSALS – FULL NARRATIVE

## INTRODUCTION

The Community Development Authority (CDA) for the City of Whitewater was established with a mission of promoting development (industrial and downtown redevelopment) projects. The CDA is soliciting proposals for the purchase and redevelopment of a property on Main Street. The project and the selected proposal will meet the goal of redevelopment while encouraging a high quality of life, places of employment, and an increase in the general property tax base of the City.

## PROPERTY

The site is located at 216 E. Main Street in the City of Whitewater, within a few blocks of the east side of the core downtown. It is situated across the bridge to the east of the downtown on Main Street. The parcel size of .29 acres and has an existing two-story structure that is blighted and primed for demolition. The property is served by municipal water and sewer. The parcel is zoned B-2, Central Business.

## EASEMENTS

There is a utility easement bisecting the property.

ENVIRONMENTAL & SUBSOIL CONDITIONS Need this information – has the city done this yet?

## PREFERRED USES

<u>Preferred uses:</u> The B-2 district is established in the city's historic downtown area to accommodate retail, service, office, community, and support residential uses for citywide and regional benefit, and to advance the city's downtown revitalization objectives as expressed in adopted city plans.

Preferred uses are:

- Retail Store (examples include: hobby shop, fast-casual restaurant, jewelry store, flower shop, clothing shop, or bakery)
- Artisan Studio
- Table-service Restaurant (could include outdoor seating)
- The building can be multi-tenant or multi-use featuring front-facing shops as listed above. Office space, personal or professional services, professional offices and showrooms would be encouraged as a rear-use or second story tenant.
- Mixed use with residential units is allowed. This use would be required to be located above the first story.

<u>Permitted uses:</u> The CDA may permit, on a case-by-case basis, uses that are consistent with the Central Business District's permitted uses and are compatible with and supportive of preferred uses.

### Unacceptable uses:

- Pawn Shop
- Bar/Tavern
- Car Sales and/or Automobile Repair

- Institutional Land Uses
- Indoor Commercial Entertainment
- Indoor Maintenance Services
- Outdoor display of products
- Convenience Store
- Check cashing, pay day loan, and similar stores
- Vape, Tobacco, or CBD (cannabidiol) stores
- Tattoo Parlor

## EXTERIOR DESIGN REVIEW

Within the B-2 district, there shall be no minimum required ordinance design and dimensional standards or setbacks. This is being done to allow the most flexibility in the reuse and redevelopment of the downtown. Because of the lack of predefined architectural design standards, all proposed construction and remodeling activities requiring a zoning permit shall require the design review and approval of the city plan and architectural review commission in compliance with Chapter 19.63, plan review.

Also within the B-2 district, all uses are exempted from the parking requirements of Section 19.51.130, except if off-street parking is specifically required for a particular conditional use under Section 19.30.030.

#### INCENTIVES

This property is included within Tax Increment Financing District (TID) #12. There may be incentives available for this project to support the creation of tax increment.

#### **PROPOSAL PROCESS**

The CDA is seeking a qualified individual, business, or group to propose conceptual plans for redevelopment. Proposals should contemplate the current building being removed and a new building being constructed on the site. However, a new building and two-story facades are preferred. The building should be situated so it is closer to Main Street and parking is behind the building.

Proposals are due **June 28, 2024** and should be delivered or mailed to John Weidl, City Manager, 312 Whitewater St., Whitewater, WI 53190. Please include two hard copies and one electronic copy of the submittal.

Submitted items must include:

- Developer/Development Team Experience including resumes or a statement of background and qualifications. Examples of prior projects and references should be included
- Projected market value of completed development
- Proposed Project Schedule Construction completion to occur within 365 days of closing.
- Proposed property purchase amount
- Financial Strategy
- Preliminary architectural plans, elevations, and site plan, and building plans with an estimate of space allocation if multiple tenant use.
- Business description and narrative of the operations that will occur on site.

• A deposit of \$1,000 will be required to accompany the proposal materials. For the successful proposal, this will be applied to closing costs. The deposit will be refunded for proposals that are not selected.

Questions related to the proposal process can be directed to the Kristen Fish-Peterson, Consultant to the CDA/City at <u>kristen@redevelopment-resources.com</u> or 715-581-1452.

## **REVIEW & SELECTION**

The following criteria will be used to review proposals:

- Architectural design and compatibility with surrounding development
- Ability of the proposed project to increase the tax base
- Quality of construction
- Consistency with the objectives outlined within this document
- Financial capacity of the developer and soundness of financing strategy
- Expertise and experience of the developer with this type of development
- Qualifications and property management record of developer
- Project schedule

## **OPTION PERIOD & CLOSING**

The selected developer will have three months commencing with CDA approval to finalize plans, obtain necessary approvals (Plan Commission and City Council if necessary), and secure financing. A closing will occur once all project elements are in place including final plan approval and financing. A developer's agreement will be required outlining the approved project and providing surety the project will be completed. The property will be conveyed by Quit Claim Deed. The buyer will be expected to complete all construction work within two years of closing. Closing is anticipated to occur prior to 12/31/2024.

### DISQUALIFCATION

The CDA reserves the right to reject any proposal from a party (as an individual or part of a party) who:

- Has delinquent real or personal property taxes in the City of Whitewater
- Has had property acquired through Walworth County for tax foreclosure within the previous five years
- Has an outstanding judgement from the City of Whitewater
- Has outstanding building code violations or code compliance issues that are not currently being abated
- Has been convicted of a felony that causes concern with respect to neighborhood stability, health, safety or welfare

Tax and court records may be checked prior to closing. If any of these conditions are found to exist, the CDA may terminate the Option to Purchase or Agreement for Sale.

### OTHER APPROVALS

Buyer is solely responsible for obtaining approval for a Conditional Use Permit, Site Plan Approvals, Downtown Design District Architectural Review, Zoning Permits, Building Permits, Occupancy Permits, and any other local, state or federal approvals or permits to develop and operate the business. Buyer will also be required to reimburse the City for any professional service reviews and permitting costs that would be applicable to any development project.

#### SPECIAL NOTES

Unauthorized contact regarding the request for proposal with any City Staff, City Elected Officials, Plan Commission, or CDA Commission members may result in disqualification (this statement relates to contact used to gain an unethical advantage). All questions should be directed to Kristen Fish-Peterson, Consultant to the City/CDA, at <u>kristen@redevelopment-resources.com</u> or 715-581-1452.

The CDA reserves the right to reject any and all proposals for any reason at its sole discretion, to negotiate the terms and conditions of the eventual contract with the developer awarded the purchase and development rights, and to impose additional use restrictions, if necessary.

The contents of the packets are for informational purposes only and the representations made herein, though thought to be accurate, are without warranty. Development teams should rely exclusively on their own investigations and analyses.

The CDA and City Council will honor any confidentiality requests to the extent allowed by law. If portions of the proposal are considered proprietary, please mark them as such.

## ATTACHMENT A: SUMMARY OF PROCESS

Step 1: Prepare a Proposal Package Containing the Following Items:

- Development Team Experience
- Projected value of completed development
- Proposed Project Schedule
- Proposed Property Purchase Amount
- Financial Plan for Project
- Preliminary Architectural Plans, Site Plans and Building Plans
- Narrative of proposed business operations

#### Step 2: Proposal Submission

Deliver to or drop off at the City of Whitewater, 312 Whitewater St., Whitewater, WI 53190, Attn: Eileen Suhm, CDA Executive Director John Weidl, City Manager. Two hard copies and one electronic copy. Due by June 28, 2024.

#### Step 3: Proposal Review and Buyer Selection

City Staff may initially review proposals to determine whether the criteria outlined within this request has been met and forward qualified proposals to the CDA for review. Applicant will then proceed to the City Council for approval of a developer's agreement outlining the requirements needed to proceed with the development.

#### Step 4: Plan Review

The RFP awardee will work to obtain necessary approvals for development and business operation from the Plan Commission and Building Inspector. A bond, to be outlined within a developer's agreement, may be required so the Village has surety the development will be completed as proposed.

#### Step 5: Closing

To purchase the property, a buyer will need to:

- Receive final site, and operations plan approvals. Submit final building plans for applicable building permits. Final plans must be consistent with preliminary plans and concepts approved by the CDA through the RFP process. All appropriate fees and reimbursable costs must be paid.
- Provide evidence of firm financing or equity
- Execute a Developer's Agreement
- Submit a bond to guarantee satisfactory completion of the project
- Pay agreed-upon purchase price
- Be ready to begin construction within forty-five days of closing.

The City will convey the property via Quit Claim Deed.

Step 6: Construction Commencement to occur within 90 days of closing, with project completion within 2 years of closing.

## ATTACHMENT B: PROPERTY MAP WITH WATER & SEWER UTILITES

ATTACHMENT C: ALTA Survey

## ATTACHMENT D: Easement



## ATTACHMENT E: PICTURES OF PROPERTY & SURROUNDING AREA

ltem 8.

## ATTACHMENT F: ENVIRONMENTAL REPORT LINKS

			Item 10.	
City of WHITEWATER	CDA Agenda Item			
Meeting Date:	03-21-2024			
Agenda Item:	Update regarding Memorandum of Understanding between			
	Whitewater-University Technology Park, Inc. and UW-Whitewater			
Staff Contact (name, email, phone):	Taylor Zeinert, Interim Economic Development Director			
	tzeinert@whitewater-wi.gov			
	262-473-0101			

BACKGROUND (Enter the who, what when, where, why)

Board Member Joe Kromholz will provide an update regarding ongoing discussions between Whitewater University Technology Park, Inc. and University of Wisconsin-Whitewater with respect to a Memorandum of Understanding between the parties for operation and use of the City of Whitewater Innovation Center and Technology Park.

#### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS (Dates, committees, action taken)

FINANCIAL IMPACT	
(If none, state N/A)	
STAFF RECOMMENDATION	
No action required at this time.	

ATTACHMENT(S) INCLUDED (If none, state N/A) Memorandum of Understanding (Rev. March 2024) Power Point – Whitewater University Innovation Center

#### MEMORANDUM OF UNDERSTANDING BETWEEN THE: Whitewater University Technology Park, and University of Wisconsin Whitewater CONCERNING USE AND OPERATIONS OF THE WHITEWATER INNOVATION CENTER AND TECHNOLOGY PARK

#### Include all: CITY, CDA/Tech Park and UWW - SUGGESTED MARCH 2024

This Memorandum of Understanding (hereinafter "Agreement") is made by and between the Whitewater-University Technology Park, Inc., hereinafter at times referred to as the "Board", and the University of Wisconsin-Whitewater, hereinafter at times referred to as the "University.

WHEREAS, the parties seek to cooperate for the growth of all the stakeholders in the operation and use of the City of Whitewater Innovation Center and Technology Park.

NOW, THEREFORE, it is hereby agreed to as follows:

#### ARTICLE I TERM OF AGREEMENT

**1.01** <u>Initial Term.</u> The term of this Agreement shall be for three years beginning June 30, 2024 or date of final signature by both parties, and ending on June 30, 2027 or three years from date of final signature, unless sooner terminated in accordance with this Agreement or in furtherance of the parties' rights and remedies in the event of a material breach or default.

**1.02** <u>Extension of Term.</u> The Agreement shall automatically be renewed on a yearly basis unless either party notifies the other in writing within thirty (30) calendar days of their intent not to extend the Agreement.

#### ARTICLE II COMMITMENTS

#### 2.01 Board Commitments – Oversight (See other MOU and transfer items to this section)

- (a) The Board/Advisory Council hereby grants to the University the exclusive use of two (2) Innovation Center Suites that equals approximately 2,400 sq. ft., which consists of one lab suite (120) and one regular office suite (118). The UWW Director may be in 118, 120 or in cubicle in 218 or 220. The University shall have the exclusive right to use this designated space and/or authorize other individuals to use this space as long as such use is consistent with the overall use and operation of the Innovation Center. The University will have the sole right to receive any and all revenue or income generated from this designated space either through its own use or the use of another authorized party. If revenue is generated then revenue shall be used for Innovation Center operational expenses.
  - a. Currently 218, 118, 120, 122
  - b. Recommended: minimum 2+ offices, 1 for students and student groups and 1 for faculty start ups/Mentors and cubby for director – use 115, 118 and cubby 218 or 220
- (b) The Board/Council shall designate an office space for the City staff.

	a. b.	
(c)	Th	e Board shall work with the city for property management. This includes:
	a.	Greeter / security: designate a front desk and/or office space for City of Whitewater Staff
		or contractor for property management up to 50%.
	<mark>b.</mark>	Management facilities: leases, keys, mailroom (with CESA), kitchen, meeting spaces
		and coordination with city facilities team for things such as water leak, noise, heat, door
		issues, etc.
	<mark>C.</mark>	IT Services: UWW will continue with VPN and conduct audit by January 2024
		(approximately \$15,000 / year); city will manage the equipment in 105A/B, upstairs
		conference room and 115 until rented
	<mark>d.</mark>	Meeting space and sign up system: City is master administrator, 50% of tenants have
		access, including UWW. UWW is like a tenant and still has access to common area
		spaces and coordinate with new city team
	e.	Marketing: City team member manages contract, tech park website, social media, etc.
	f.	City Budget: managed by city team member, coordinated with accounting
(d)	Th	e Board/Council shall meet quarterly for financial oversight, facility use, and business
		velopment. This includes referrals for the growth of the center, the technology park, nnections to the city and alignment of programs
0.00		

#### 2.02 <u>University Commitments – Innovation Services</u>

(a) The University hereby agrees to assign a University employee to serve as the manager of the Innovation Services on the current .5 FTE. This will be at the center with designated office + on campus and/or virtual. The University shall pay the employee's salary and benefits. The University will provide office equipment and furnishings, as needed, for the program director's space at the Innovation Center.

- Programs: tenant, students, faculty, citizens
- Outreach: promote center, bring in events, refer potential tenats
- Marketing: program, event budget, website, social, events, speaking, memberships, digital board et
- Offices: UWW Suites 4 to 2 + director cubby or in 128, referrals from marketing
- Talent attraction: Students (interns, co-ops, hires, research)
- Navigate ESO / ISO network: lead, participate, host
- Budget: manage university innovation services budget
- IT: Fiber, VOP, guest internet, digital board
- Furniture: UWW has their own, vendor machines through university
- City Economic Development: assist and refer as appropriate

#### TRANSITION PLAN: 3 months of coordination

(b) The University shall provide the Whitewater University Innovation Center with the IT Firewall, guest access, and ....other support, as deemed necessary and reasonable for xxxx years. (See IT Assessment).

(c) The University will manage the business incubation program and provide services as described in the Inventory of Business Incubation Services, (Appendix C). These services are considered an educational outreach program of the University, in accordance with Wis. Stat. § 36.01, and is contingent upon the availability or appropriation of funds. If funds become unavailable, the University will provide the Board with written notice of any reduction or termination of these services.

#### ARTICLE III TERMINATION

**3.01.** <u>Termination</u>. This Agreement may be terminated by either party upon sending written notice of such termination no less than one hundred twenty days (120) from the date of termination. Upon receipt of notice, the parties will work together to develop a process under which the separation of services and commitments will occur in a professional and efficient manner.

#### ARTICLE IV EQUAL OPPORTUNITIES

**4.01.** <u>Discrimination</u>. All parties, and their officials, employees and representatives, hereby agree to abide by all applicable federal, state and local laws, codes and ordinances relating to equal opportunities and non-discrimination. Without limiting the generality of the foregoing, all parties covenant that they will not discriminate against any individual either in an employment or educational capacity at the Innovation Center or the Technology Park on the basis of any federal or state protected status or class.

#### ARTICLE V ECONOMIC DEVELOPMENT AUTHORITY OF THE UNITED STATES GRANT REQUIREMENTS

**5.01.** <u>Grant Requirements.</u> Both parties agree that the operation and use of the Innovation Center and Technology Park is subject to certain grant requirements established by the Economic Development Authority of the United States. Both parties agree to abide by said grant requirements.

#### ARTICLE VI MISCELLANEOUS

**6.01. <u>Governing Law.</u>** The laws of the State of Wisconsin (and, where applicable, Federal law due to the EDA grant funding) shall govern the interpretation and enforcement of this Agreement.

#### ARTICLE VII SUCCESSORS AND ASSIGNS

**7.01.** <u>Successors and Assigns.</u> Except as expressly granted herein, no party shall assign its rights or obligations under this Agreement to any other party without a mutually written addendum executed by all parties to this Agreement.

#### ARTICLE VIII AMENDMENT

**8.01.** <u>Amendment.</u> This Agreement shall not be amended, changed, modified or altered without the written consent of all parties hereto and no modification, alteration or amendment to this Agreement shall be binding until such modification, alteration, or amendment is reduced to writing and executed by all parties to this Agreement. Any proposed amendment to this Agreement shall be provided in writing, along with a memorandum in support of the amendment, to all parties to this agreement fifteen (15) days prior to final action on the amendment by any party.

#### ARTICLE IX COUNTERPARTS

**9.01.** <u>Counterparts.</u> This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

#### ARTICLE X SEVERABILITY

**10.01.** <u>Severability.</u> If any specific term or provision herein is adjudicated to be unenforceable against either party, such decision shall not automatically render this entire Agreement null or void. Rather, the unenforceability of one or more terms, clauses or paragraphs in this Agreement shall not affect the enforceability of the remaining terms herein.

#### ARTICLE XI THIRD PARTY BENEFICIARIES

**11.01.** <u>Third Party Beneficiaries.</u> This Agreement is entered into for the sole and exclusive benefit of the parties hereto. No third party shall have, obtain, or derive from this Agreement any rights or other benefits or interests under any laws or otherwise, except as specifically stated herein.

#### ARTICLE XII EXCULPATORY PROVISION

**12.01.** <u>Exculpatory Provision.</u> The parties to this Agreement expressly acknowledge and agree that, anything herein to the contrary notwithstanding, no officer, director, employee, agent, or officials (elected or appointed) of any party hereto shall have any personal liability or obligation arising out of this Agreement, and no party hereto shall make any claims to the contrary.

#### ARTICLE XIII RULES OF CONSTRUCTION/CONDUCT

**13.01.** <u>Rules of Construction/Conduct.</u> The parties to this Agreement acknowledge and agree that the terms herein were negotiated in good faith and represent the intent of the parties. In the course of negotiations, each party has been represented by a practicing attorney, and that accordingly rules of interpretation that signify that an agreement shall be construed against the drafter shall not apply. In addition,

the parties acknowledge and agree that they shall endeavor to resolve any and all issues that may arise under this Agreement in the spirit of cooperation consistent with the intent of this Agreement with the aim of benefiting the entire Whitewater area community and the University of Wisconsin-Whitewater.

By signing below, the signatories hereby represent that they have full authority to execute this Agreement and thereby bind their respective entities to the terms of this Agreement. Upon execution, this Agreement shall be in force and effect as stated herein.

#### WHITEWATER UNIVERSITY TECHNOLOGY PARK BOARD

By:	
President/Director CDA	Date

By: \_\_\_\_\_ John Weidl, Vice President Date

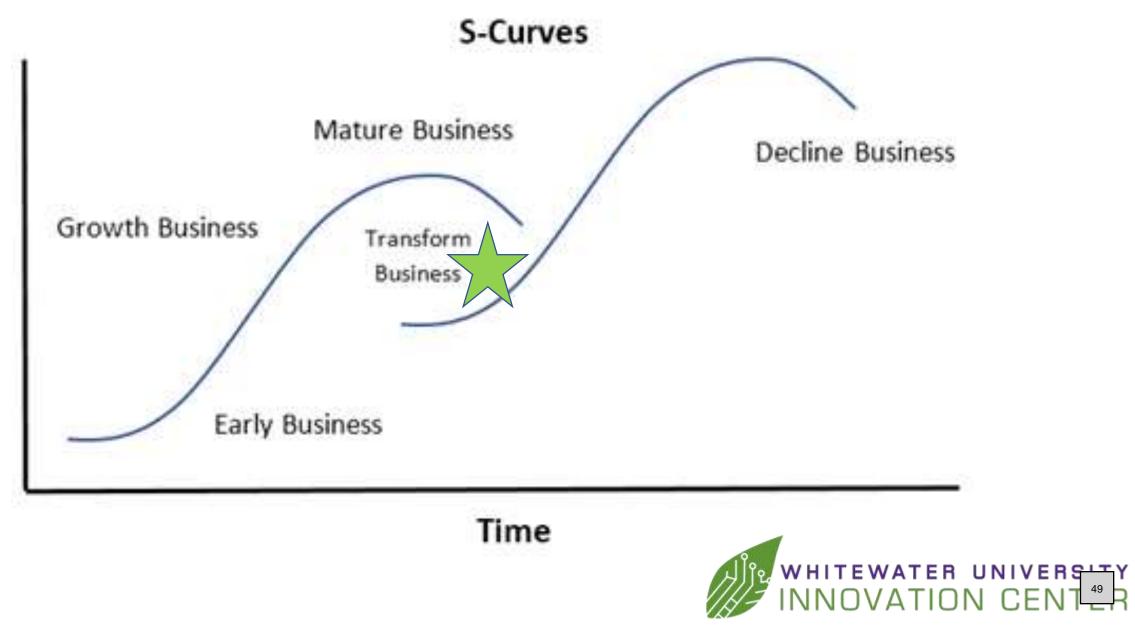
#### UNIVERSITY OF WISCONSIN-WHITEWATER

By: \_\_\_\_\_ Dr. Corey King, Chancellor Date



We are a front door to Innovation and Entrepreneurship in Whitewater

Lifecycle, change, diffusion of innovation, etc.



Whitewater University Innovation Center governance structure

TO

# MOU: City of Whitewater

# MOU: University Wisconsin Whitewater

# Tech Park Board -

 Articles of Incorporation

 By Laws
 MOU with UWW/Tech Park Board MOU with City/Tech Park Board

# Tech Park Board –

 Articles of Incorporation
 By Laws 3. MOU's with a tech Park board to ADVISORY Council with MOU refreshed into 1 – CDA, CITY, UWW, not 2

How to combine documents

City and University Wisconsin, Whitewater

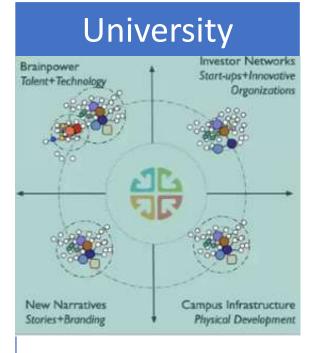


## Whitewater University Innovation Center – Roles/responsibilites

# CITY & CDA



Property Management + Economic Development Staff coverage (.2-.5) Increase Occupancy



Program Management Innovation/ Entrepreneurship IT assessment, timeline Transition time 4 suites to 2 + Director

# Governance



Tech Park Board –to– Advisory Council within CDA? Includes UWW Less documents More results City budget approve

# Detailed responsibilities @ WUIC

#### University (Program Network Management)

- Programs for tenant, students, faculty, citizens
- Outreach promote center, bring in events, refer potential tenants
- Marketing program, event budget website, social, events, speaking, memberships, digital board
- Budget manage university budget
- Leases only UWW in MOU, 4 suites to 2 + director cubby or in 128, referrals from marketing directed to city staff
- Coaching / mentors
- Talent attraction Students
- Navigate ESO / ISO network
- IT Fiber, VOP, guest internet, digital board
- Furniture: UWW has their own, vendor machines through university
- Economic Development: assist and refer

#### City / CDA (Property Management)

- Programs refer from city
- Outreach promote, refer and secure tenants
- Marketing website, social, events, memberships (Facilities and Tech Park)
- Budget manage city 920 budget, work with staff
- Leases implement, track, negotiate
- Keys/doors implement, track, PerMar
- Facilities calls to city for issues, fixes, IT issues in shared spaces, maintenance
- IT review and plan for next 1, 3, 5 years
- Budget manage city 920 budget w/staff
- Tenant liaison all building and lease issues
- Scheduler master admin for spaces
- Greeter watch front when there, field questions, work with UWW
- Security and incidents track issues
- Furniture: common area spaces, suite 115
- Economic Development assist or lead if their role

## CESA (assist Property Management)

- Mail room / deliveries
- Atrium check flowers, signs, tidy
- Backup for facilities texting, checking, etc.
- Future use of space



City of WHITEWATER	CDA Agenda Item		
Meeting Date:	03-21-2024		
Agenda Item:	Jpdate regarding potential development of residential housing on		
	vacant land owned by Pearson Hale Farm LLC located on Warner Road		
Staff Contact (name, email, phone):	Taylor Zeinert, Interim Economic Development Director		
	tzeinert@whitewater-wi.gov		
	262-473-0101		

BACKGROUND (Enter the who, what when, where, why)

On March 14, 2024, City Staff met with Geoff Hale representing Pearson Hale Farm LLC (owner of Tax Parcel No. /WUP 00032) to discuss a Proposed Concept Plan for development of approximately 33.51 acres of vacant land located on Warner Road. A copy of the Letter of Intent and Non-Disclosure Agreement entered into by and between the City and Pearson Hale Farm LLC is attached.

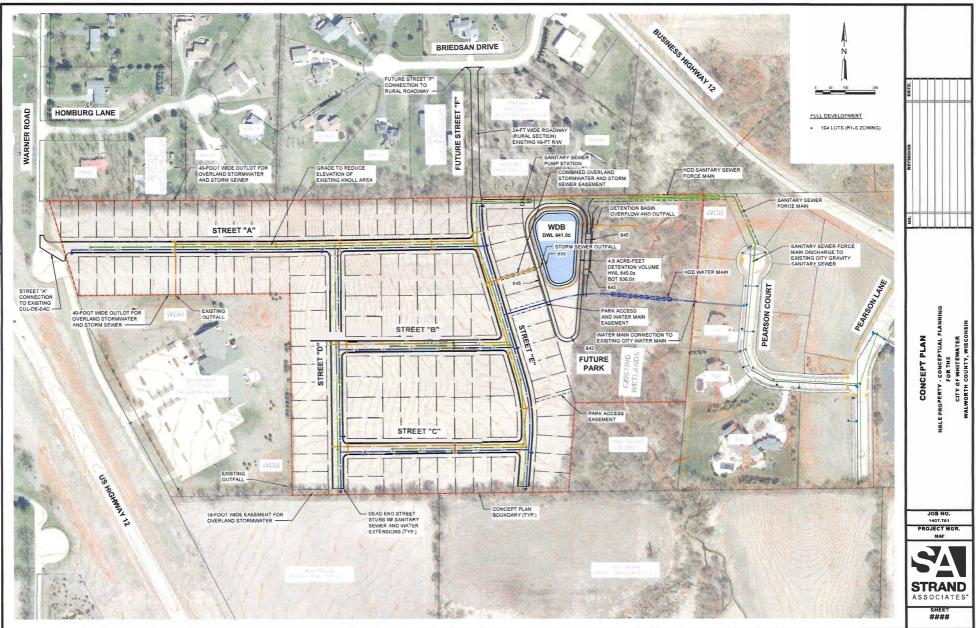
#### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS (Dates, committees, action taken)

FINANCIAL IMPACT (If none, state N/A)

#### STAFF RECOMMENDATION

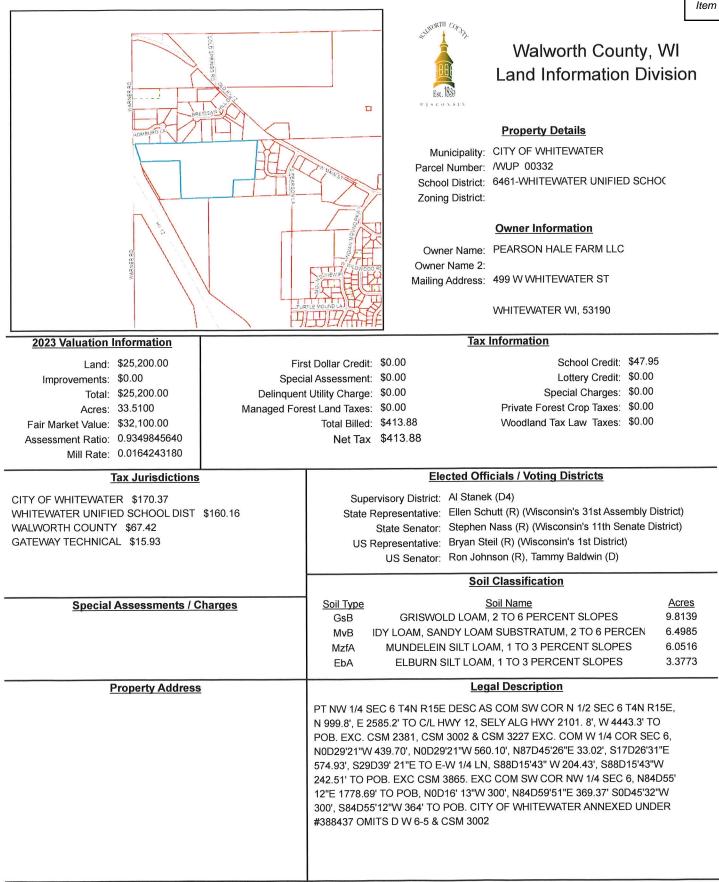
ATTACHMENT(S) INCLUDED (If none, state N/A)

Proposed Concept Plan prepared by Strand Associates. Copy of Letter of Intent Copy of Non-Disclosure Agreement



File. 5. \MAD\1400--1499\1407\701\Ga.loway Ridge Subdivision\Sheets\Ste Plan.dwg Time: Dec 05. 2023 - 9:22am





Disclaimer

The information provided in this property information page is not official information. All official tax information is recorded in the Walworth County Treasurer's Office. To verify tax payment/payoff status, contact the Walworth County Treasurer's Office at 262-741-4251.

#### CITY OF WHITEWATER **PO BOX 690** WHITEWATER, WI 53190

#### 

#### 709197//WUP 00332 PEARSON HALE FARM LLC **499 W WHITEWATER ST** WHITEWATER WI 53190

Please inform treasurer of address changes.

PEARSON HALE FARM LLC

Parcel Number: /WUP 00332 Bill Number: 709197

Important: Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

#### Location of Property/Legal Description

PT NW 1/4 SEC 6 T4N R15E DESC AS COM SW COR N 1/2 SEC 6 T4N R15E, N 999.8', E 2585.2' TO C/L HWY 12, SELY ALG HWY 2101. 8', W 4443.3' TO POB. EXC. CSM 2381, CSM 3002 & CSM 3227 EXC. COM W 1/4 COR SEC 6, N0D29'21"W 439.70', N0D29'21"W 560.10', N87D45'26"E 33.02', S17D26' 33.510 ACRES

	· · · · · · · · · · · · · · · · · · ·					
ASSESSED VALUE LAND 25,200	ASSESSED VALUE IMPROVEMENTS ()	TOTAL ASSESSED VALUE 25,200	AVERAGE ASSMT. RATIO		T ASSESSED ALUE RATE	NET PROPERTY TAX 413.88
25,200	0	25,200	0.934984564	0.01	642432	
				(Does N	NOT reflect credits)	
ESTIMATED FAIR MARKET VALUE LAND	ESTIMATED FAIR MARKET VALUE IMPROVEMENTS	TOTAL ESTIMATED FAIR MARKET VALUE	A star in this box means		taxes also reduced ool levy tax credit	
32,100 See	e Reverse, Use Value Assessme	nt 32,100	unpaid prior year taxes.	4	17.95	
TAXING JURISDICTION	2022 EST. STATE AIDS ALLOCATED TAX DIST	2023 EST. STATE AIDS ALLOCATED TAX DIST.	2022 NET TAX	2023 NET TAX	% TAX CHANGE	
WALWORTH COUNTY	102,309	134,946	73.36	67.42	-8.1%	
City of Whitewater	3,359,828	3,947,735	170.04	170.37	0.2%	
Whitewater Unified School	ol Dist 6,321,035	6,257,235	181.03	160.16	-11.5%	
Gateway Technical	555,985	532,685	16.11	15.93	-1.1%	
TOTAL	10,339,157	10,872,601	440.54	413.88	-6.1%	TOTAL DUE: \$413.88
						FOR FULL PAYMENT PAV BY: JANUARY 31, 2024
FIRST DOLLAR CRED LOTTERY AND GAMII NET PROPERTY TAX			0.00 0.00 440.54	0.00 0.00 413.88	0.0% 0.0% -6.1%	Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.
		RMATION PURPOSES ONLY	<ul> <li>Voter Approved Tempo</li> </ul>	rary Tax In		
Taxing Jurisdiction	Taxes Applie	lditional Taxes Year Increase d to Property Ends	Taxing Jurisdiction		Total Additional Taxes	Total Additional Taxes Year Increase Applied to Property Ends
Whitewater Unified School Dist Whitewater Unified School Dist	384,618 1,631,909	12.12         2037           51.44         2027				
	·		L		r	
PAY 1ST INSTALLMENT	OF: \$206.94	PAY 2ND INSTALLMENT	OF: \$206	.94	PAY FULL	AMOUNT OF: \$413.88
BY JANUARY 31, 2024	1	BY JULY 31, 2024			BY JANUA	RY 31, 2024
AMOUNT ENCLOSED	)	AMOUNT ENCLOSE	ED		AMOUNT	ENCLOSED
MAKE CHECK PAY/ CITY OF WHITEWATER PO BOX 690 WHITEWATER, WI 53190	1	WALWORTH COUNTY 1 100 W WALWORTH PO BOX 1001	YABLE AND MAIL TO FREASURER	0:	CITY OF V PO BOX 69	IECK PAYABLE AND MAIL TO: VHITEWATER 10 NTER, WI 53190
PIN# /WUP 00332 PEARSON HALE FARM LI BILL NUMBER: 709197		ELKHORN, WI 53121 PIN# /WUP 00332 PEARSON HALE FARM L BILL NUMBER: 709197	LC			• 00332 HALE FARM LLC BER: 709197
	I IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	INCLUDE THIS STUB	NII MIII IMIII IMIII IMIII 3 WITH YOUR PAYME	ENT		HIM MANA ANA ANA ANA ANA ANA ANA ANA ANA A

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#### LETTER OF INTENT

From: The Community Development Authority of the City of Whitewater

To: Pearson Hale Farm LLC Attention: Goeff Hale 499 West Whitewater Street Whitewater, WI 53190

. )

Re: Vacant Parcel of Land Located on Warner Road (Tax Parcel /WUP 00332) City of Whitewater, Walworth County, Wisconsin (the "Property").

Dear Geoff:

The purpose of this letter is to inform you that the Community Development Authority (CDA) intends to enter into a purchase and sale agreement with Pearson Hale Farm LLC, or to facilitate a purchase and sale agreement between Pearson Hale Farm LLC and a residential developer, to acquire the above-referenced parcel of land for purposes of development of a residential housing project (the "Project"). This proposal and all discussions related thereto shall be had in confidence between the parties.

Your obligation under this Letter of Intent would include working exclusively with the CDA and City Staff over the next several months to outline a plan for the development of single-family residential housing.

This Letter of Intent summarizes some of the initial points relating to the Project, it being understood that other material terms of the proposed project are not yet defined and still must be agreed upon to the mutual satisfaction of the parties. This Letter of Intent does not constitute a legally binding agreement and no binding obligation to complete the Project contemplated above shall be created unless and until a written agreement evidencing such obligation is duly executed and delivered by the parties.

This Letter of Intent shall be valid only if executed by both parties within ten (10) business days from the date hereof.

Dated March $14$ , 2024.
COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF WHITE WATER
By: Shing Strend
John Weidl, City Manager
Attest: Ann ATT
Taylor Zeingrt, Interim Economic Development Director
ACCEPTED AND AGREED TO as of the 14 day of March, 2024
PEARSON HALE FARM LLC
M n apala
By: Jeffy Kikk
Name// , Title: Member



#### **NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement ("Agreement") is made as of the date on which both Company Name (the "Company") and the City of Whitewater (the "City") have signed below (the "Effective Date"). The Company and the City will also be referred to, individually, as a "party" or, collectively, "the parties".

- 1. For purposes of this Agreement, "Confidential Information: means all information or material relating to the Company and conveyed by the Company to the City in written form or through discussions that is confidential, proprietary, business information, or a trade secret as defined by Wis. State. § 134.90(1)(c).
- 2. The Company shall clearly mark "CONFIDENTIAL," or "CONFIDENTIAL TRADE SECRET" where applicable, all materials constituting or containing Confidential Information upon providing it to the City.
- 3. The City shall not use the Confidential Information other than in connection with the purposes contemplated by this Agreement and relating to the business and development discussions between the parties.
- 4. The City shall limit access to the Confidential Information solely to its employees and officials, employees and officials of governmental, or public-private authorities who have a direct and immediate need of such access. The parties agree that the City may share this information with appropriate officials of any local government that would be directly affected by the information.
- 5. The City shall not copy or reproduce, in whole or in part, any Confidential Information, except for its own use, without written authorization of the Company.
- 6. Except as outlined in this Agreement, the City shall not disclose the Confidential Information to third parties unless required to do so by law. The City may disclose Confidential Information to the extent required by an order of a court, administrative Council or other governmental body; and as required by any law, including Wisconsin's Public records law, Wis. Stat. § 19.31 et seq., rule or regulation; or by subpoena, summons or other administrative or legal process.
- 7. The company agrees that the City shall have no obligation with respect to any information which (a) is now or hereafter becomes publicly known without breach of this Agreement; (b) is disclosed to the City by a third party that is legally entitled to disclose such information; (c) is authorized by the Company's written consent.
- 8. The failure of either party to insist upon strict performance of the provisions contained in this Agreement shall not constitute a waiver of its rights as set forth in this Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other party of any of the terms or conditions of this Agreement.

- 9. This Agreement and all matters relating to it shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- 10. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other oral and written representations, understandings, or agreements relating to the subject matter. This Agreement may not be amended except by a written agreement signed by the parties.
- 11. This Agreement terminates as of the date the parties execute a final contract for the project contemplated by this Agreement or two (2) years after execution of this Agreement, whichever is first.

**CITY OF WHITEWATER, WISCONSIN** By: John Weid City Manager Title!

Date: 3 /14/2024

PEARSON HALE FARM LLC By: Name Title: Member

Date: 3 / 14 /2024

	CDA Agenda Item		Item 12.	
City of WHITEWATER				
Meeting Date:	03-21-2024			
Agenda Item:	Update regarding Whitewater WindUp Business Competition			
Staff Contact (name, email, phone):	Taylor Zeinert, Interim Economic Development Director			
	tzeinert@whitewater-wi.gov			
	262-473-0101			

BACKGROUND (Enter the who, what when, where, why)

Chief of Staff and Interim Economic Development Director Taylor Zeinert will provide an updated on the status of the Whitewater WindUp Business Competition.

#### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS (Dates, committees, action taken)

FINANCIAL IMPACT (If none, state N/A)

#### STAFF RECOMMENDATION

ATTACHMENT(S) INCLUDED (If none, state N/A)

Copy of Power Point Presentation



Item 12.

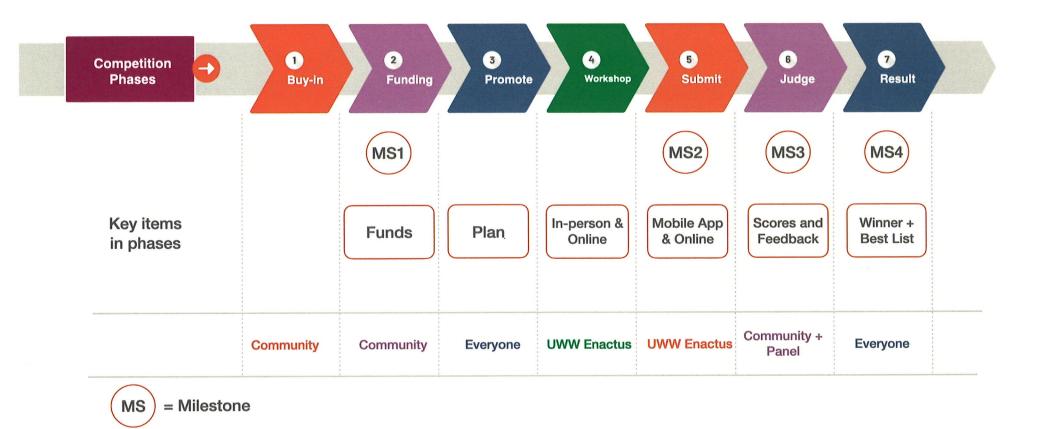
# **SMALL TOWNS REVIVAL** HOW DO YOU BUILD A VIBRANT COMMUNITY?



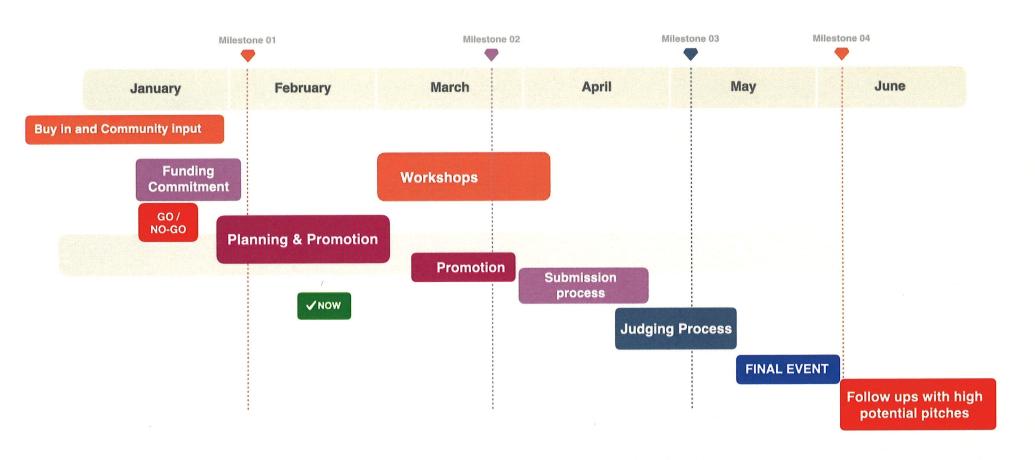
Item 12.

## Whitewater WindUp City Pitch Competition Timeline

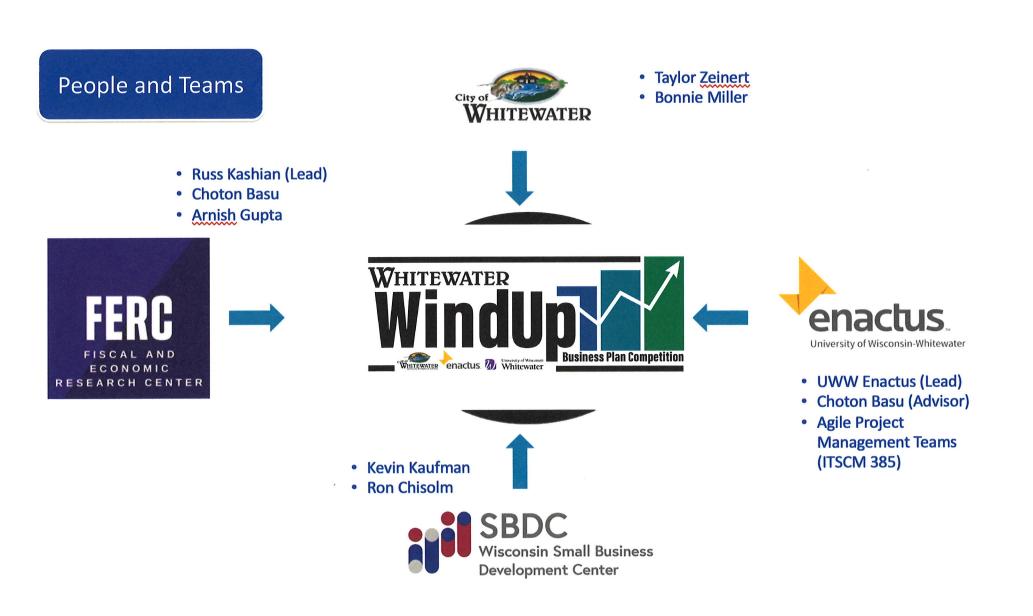
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## Whitewater WindUp City Pitch Competition - Steps / Phases







#### People and Key • Funding **Activities** Locations City of WHITEWATER Eligibility Rules Collect data and insights about Final Decision competition • Write and present an economic impact study of the Whitewater WindUp competition WHITEWATER enac University of Wisconsin-Whitewater UWW Enactus (Lead) **Business Plan Competition** Overall Project Management Promotion ECONOMIC RESEARCH CENTER Support – Workshops, Participants, City Coordinator • Coordinate judging, scoring, tabulation • Choton Basu (Advisor) – Overall responsibility Run Financial Workshop plus first business workshop Judge competition Agile Project Management Teams (ITSCM 385) Support and advise participants Provide concierge service to participants that do not win SBDC · Directly work with participants to improve Help launch businesses among Wisconsin Small Business pitches, create video pitches, cash flow participants who did not win **Development Center** statements, pitch deck

# Whitewater WindUp Project Update from UWW Enactus Team Date: Feb 12, 2024

- UWW Enactus has core team ready to promote and support Whitewater WindUp
- Five teams of ITSCM 385 Agile Project Management teams have signed up to provide concierge support/services to all participants in the WindUp competition. This will ensure some uniformity and high-quality entries. Currently these teams are creating project plans to execute on their responsibilities once the competition starts.
- The community voting mobile app is currently being built. Three options for mobile apps are being built
  - Option #1 is built and already exists but cannot be customized (this is out last choice)
  - Option #2 is being built by UWW Enactus team members
  - Option #3 is being built by a mobile app professional
  - Note: We can also build and deploy a responsive web app that runs on the mobile device in 1 week (this is our backup plan)
  - Internal testing will start on February 26 (Monday). Community and teams will test it throughout March, till March 21).
  - The mobile app will be used for the competition the second week of April.
- Workshops: Speakers and venue are all confirmed
  - Workshop #1: Your Business/Store Concept Prof. Choton Basu (March 7, 2024, Thursday)
  - Workshop #2: How to Market Your Business/Store John DeGraff (March 14, 2024, Thursday)
  - Workshop #3: The Financials of Your Business/Store Kevin Kaufman (March 21, 2024, Thursday)
  - Workshop #4: Preparing your Pitch Submission UWW Enactus Team (April 4, 2024. Thursday)
- Quick win: 18 people have already signed up for our pre-registration with intentions to submit a pitch for the competition

Item 13.

City of WHITEWATER	CCDA Agenda Item		
Meeting Date:	03/21/2024		
Agenda Item:	Reimbursement Agreement for Whitewater WindUP Funds		
Staff Contact (name, email, phone):	Kristen Fish-Peterson, <u>kristen@redevelopment-resources.com</u>		

BACKGROUND

(Enter the who, what when, where, why)

The funds the CDA has committed to the Whitewater WindUP program are from the CDA's UDAG account. These funds are important to the CDA as they are unencumbered (without federal strings) and they are limited. When the CDA considers investing funds from this account, it should create a mechanism for those funds to potentially be repaid, so they can continue to be utilized to do projects throughout the City.

> PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS (Dates, committees, action taken)

1.

#### FINANCIAL IMPACT

This resolution would potentially ask the City to reimburse the CDA for monies invested in projects from the UDAG fund.

#### STAFF RECOMMENDATION

Staff is recommending approving a resolution to request the City pay back the funds used to support the Whitewater WindUP Program from any related TIF districts provided the Whitewater WindUP projects generate increment within a specific district. Alternately if the project does not generate increment but there is a positive cash balance in the TID at the end of its expenditure period, the CDA may request the City reimburse the CDA for funds used in the Whitewater WindUP program.

ATTACHMENT(S) INCLUDED (If none, state N/A)

(If none, state N/A)

- A draft resolution is attached outlining the process that the City return funds to the CDA from any TID in which increment is created, and in the event increment is not created as a result of the Whitewater WindUP projects, initial contributions the CDA is making to Whitewater WindUP may be reimbursed to the CDA if the TID has a positive cash balance at the end of its expenditure period.
- A sample resolution amended by Jim Caldwell is also attached, requesting the City use TIF to reimburse the CDA for any and all funds that are taken out the of the UDAG fund. In staff's opinion it would be preferable not to have a blanket resolution for the reimbursement of these funds, but to possibly request reimbursement on a case by case or project by project basis.

#### **REIMBURSEMENT** AGREEMENT

THIS **REIMBURSEMENT** AGREEMENT ("Agreement"), entered effective , 2024 ("<u>Effective Date"</u>), by and between the City of Whitewater, Wisconsin ("City") and Whitewater's Community Development Authority, (CDA). Each of the forgoing may also be referred to in this Agreement as a "Party" and collectively as the "Parties".

#### RECITALS

WHEREAS, Article XI, Section 3 of the Wisconsin Constitution grants cities the right to determine their local affairs in government, subject to the Constitution and certain enactments of the legislature of the State of Wisconsin;

WHEREAS, the State of Wisconsin legislature adopted Wisconsin Statute Section 62.11(5), which grants to common councils of cities the power to act for the government and good order of the city, for its commercial benefit and for the health, safety and welfare of the general public;

WHEREAS, the City desires to encourage redevelopment and economic development within the City;

WHEREAS, for these purposes, the City has from time to time created Tax Incremental District ("TIDs") pursuant to Wisconsin Statutes;

WHEREAS, each project plan includes Section 6, Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District, which lists eligible expenses including "Contribution to Community Development Authority", and includes the following language: "As provided for in Wis. Stat.§66.1105(2)(f)1.h and Wis. Stat. §66.1333(13), the City may provide funds to its CDA to be used for administration, planning, operations, and capital costs within the District, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the CDA for this purpose are eligible Project Costs. The Community Development Authority (CDA) promotes economic development throughout the community. The CDA offers financial assistance such as grants for qualifying startups, industrial development loans for manufacturing businesses, commercial enterprise loans for retail and services businesses, etc.";

WHEREAS, the City has developed, and CDA has sponsored a program called Whitewater WindUP, a business pitch competition offering business owners and entrepreneurs an opportunity to win space in a downtown storefront, along with monies for some renovations and rent for one year.

WHEREAS, for the Whitewater WindUP project and any additional future eligible development project costs that use CDA funding shall be governed by the

agreement so that these CDA funds are recorded and evidenced in such a manner that the related TID district executes an agreement to reimburse the CDA fund from which the subject funds were withdrawn.

**NOW, THEREFORE**, the following promises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree as follows:

1. <u>CDA Reimbursements</u>. In the event the CDA invests in a business or improvement through the Whitewater WindUP program and any other future eligible development projects with the City, the related TID shall reimburse the CDA for the funds it invested.

#### 2. <u>Miscellaneous</u>.

(a) <u>Changes</u>. Parties to this Agreement may, from time to time, require changes in the scope of this Agreement. Such changes, which are mutually agreed upon by and between the Developer and the City, shall be incorporated in written amendments to this Agreement.

(b) <u>Approvals in Writing</u>. Whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing, signed by the duly authorized representative of the party, and delivered to the party to whom it is directed at the address specified in this Agreement. Whenever under this Agreement the consent, approval or waiver of the City is required or the discretion of the City may be exercised, the City Manager shall have the authority to act, as the case may be. Whenever any approval is required by the terms of this Agreement and request or application for such approval is duly made, such approval shall not be unreasonably withheld. Such advance of funds shall be documented by a note or account payable/receivable between the CDA and the TID.

(c) <u>No Liability of City</u>. The City shall have no obligation or liability to the lending institution, architect, contractor, or subcontractor, or any other party retained by Developer in the performance of its obligations and responsibilities under the terms and conditions of this Agreement. Developer specifically agrees that no representations, statements, assurances, or guarantees will be made by Developer to any third party or by any third party which are contrary to this provision.

(d) <u>Completeness of Agreement</u>. This Agreement and any addition of supplementary documents or documentation incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part hereof shall have any validity or bind any of the parties hereto.

(e) <u>Matters to be Disregarded</u>. The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of

reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

(f) <u>Severability</u>. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected hereby.

(g) <u>Successors and Assigns</u>. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto as well as their respective successors, transferees, and assigns. Any transfer of any party's interest under this Agreement or real property described in EXHIBIT A shall not release the transferor from its obligations hereunder unless specifically agreed to herein.

**IN WITNESS WHEREOF**, the parties have caused this **Reimbursement** Agreement to be signed as of the Effective Date.

CITY OF WHITEWATER	COMMUNITY DEVELOPM		
	<b>AUTHORITY:</b>		
By:	[Chair of the CDA]		
John S. Weidl, City Manager			
	By:		
Attest:	Name:		
Heather Boehm, City Clerk			

#### **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement"), entered into effective as of ("Effective Date"), by and between the City of Whitewater, Wisconsin ("City") and \_\_\_\_\_\_ ("Developer/Guarantor"). Each of the forgoing may also be referred to in this Agreement as a "Party" and collectively as the "Parties".

#### RECITALS

WHEREAS, Article XI, Section 3 of the Wisconsin Constitution grants cities the right to determine their local affairs in government, subject to the Constitution and certain enactments of the legislature of the State of Wisconsin;

WHEREAS, the State of Wisconsin legislature adopted Wisconsin Statute Section 62.11(5), which grants to common councils of cities the power to act for the government and good order of the city, for its commercial benefit and for the health, safety and welfare of the general public;

WHEREAS, the City desires to encourage development and promote mixed-use development within the City;

WHEREAS, for these purposes, the City has created Tax Incremental District No.\_\_\_("TID") pursuant to Wisconsin Statutes;

WHEREAS, the Developer, pursuant to that certain offer to purchase with a private entity for the property at \_\_\_\_\_\_, is to acquire the Property and develop it;

WHEREAS, the Developer has filed, or will file, with the City plans, specifications, documents and exhibits as required by the City for the development of the Property and for making other improvements.

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein, and the following promises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree as follows:

1. <u>Developer Improvements</u>. Developer shall complete improvements on the property in accordance with the terms, conditions and requirements of EXHIBIT B ("<u>Developer's Improvements</u>"). The plans, specifications and site plans for Developer's Improvements are subject to City approval, and Developer shall not commence construction of Developer's Improvements until such time as the City has approved such plans, specifications and site plans in writing. After the City's approval of Developer's Improvements, such documents shall not be modified without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. City's

approval of Developer's Improvements shall not excuse Developer from complying with any other governmental approvals, permits, ordinances or laws that are applicable to the Property or Developer's Improvements. All work to be performed by the Developer related to Developer's Improvements shall be performed in a good and workmanlike manner and consistent with the prevailing industry standards for such work in the area of the City. Developer shall perform all work in compliance with all applicable laws, regulations, ordinances and buildings codes and shall obtain and maintain all necessary permits and licenses for such work.

2. <u>City Grant</u>.

(a) <u>Grant Amount</u>. Subject to Section 2(b), the City agrees to provide a grant in an amount equal to \_\_\_\_\_\_(\$\_\_\_\_) ("<u>City Grant"</u>).

(b) <u>Conditions Precedent</u>. Prior to the City's payment of the City Grant, Developer shall satisfy the following conditions:

(i) Provide the City with evidence reasonably satisfactory to the City that Developer owns fee simple title to the Property.

(ii) Provide the City with copies of permits, licenses and other documents as reasonably requested by the City to confirm that Developer has complied with all necessary federal and state laws, regulations and ordinances necessary to obtain the governmental approvals required for the intended construction of the Project, including without limitation, a building permit for Developer's Improvements.

(iii) Provide City with a copy of all plans and complete specifications for construction of Developer's Improvements, which plans and specifications must be reasonably acceptable to City.

(iv) Provide the City with copies of such organizational documents as City shall reasonably require, as well as an incumbency certificate identifying the parties authorized to act on behalf of the Developer.

3. Minimum Assessed Value.

(a) <u>Shortfall Payment</u>. The minimum incremental value (equalized) for the tax year \_\_\_\_\_, based on an assessment date of January 1, \_\_\_\_\_, shall be \$\_\_\_\_\_\_; for each year thereafter, the minimum incremental value (equalized) for each subsequent year, based on an assessment date of January 1 of such year, shall be \$\_\_\_\_\_\_. If the development does not achieve a minimum incremental value of \$\_\_\_\_\_\_, the City will charge a Shortfall Payment. For each year that the City determines that a Shortfall Payment is due and owing, the City shall notify Developer of the amount of the Shortfall Payment due and owing for that tax year, and such payment shall be due and payable to the City by not later than January 31 of the next ensuing year (*i.e.* if a Shortfall Payment is due and owing for tax year 2026 based on the actual assessed

value of the Property as of the January 1, 2025 assessment date, such payment shall be due and owing and shall be payable by not later than January 31, 2026 for the 2025 tax year).

(b) <u>Special Charge</u>. Developer agrees that the amount of any Shortfall Payment due and owing to the City for any given year, pursuant to the agreement, may be treated as a "<u>Special Charge</u>" (as defined in Wisconsin Statutes§ 74.01(4) levied against the Property, without notice or hearing, such notice and hearing being expressly waived by Developer). The Special Charge shall be a lien on the Property and shall be extended upon the tax roll for the year in which it is due and owing against the Property in the event the Developer does not pay the City its Shortfall Payment by such Shortfall Payment due date. All proceedings in relation to collection, return and sale of the Property for delinquent real estate taxes shall apply to such Special Charge. The City shall also have the right to collect the Shortfall Payment in any other manner as permitted by law.

(c) <u>Agreement Runs with the Land</u>. The Agreement shall inure to the benefit of the City and shall be binding on the from time-to-time owners of the Property and shall constitute covenants running with the land.

#### 4. <u>Default</u>.

(a) <u>Events of Default</u>. A party shall be in default under this Agreement if such party shall fail to carry out or fulfill one or more of its obligations hereunder and such failure shall continue for a period of thirty (30) days following receipt of written notice from the other party specifying such failure; provided, however, if the nature of the default is such that it cannot be cured within thirty (30) days, a party shall not be in default if it immediately undertakes steps to cure the default after receipt of notice and then diligently and in good faith prosecutes the curing of such default to its conclusion.

(b) <u>Remedies</u>. If a party does not cure or undertake to cure a default within the time period set forth above, the non-defaulting party may pursue the remedies provided for in this Agreement or otherwise available at law or in equity. The rights and remedies of the parties, whether provided by law or provided by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same time or different times of any such other remedies for the same event of default or breach or of any remedies for any other event of default or breach by Developer. No waiver made by the City with respect to the performance or manner or time of any obligation of Developer under this Agreement shall be considered a waiver of any rights of the City to enforce any other obligations of Developer.

5. <u>Guarantor Obligations</u>. In the event of default of Developer of any payment obligation in this Agreement, Guarantor will discharge such obligation.

#### 6. <u>Miscellaneous</u>.

(a) <u>Changes</u>. Parties to this Agreement may, from time to time, require changes in the scope of this Agreement. Such changes, which are mutually agreed upon by and

between the Developer and the City, shall be incorporated in written amendments to this Agreement.

(b) <u>Approvals in Writing</u>. Whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing, signed by the duly authorized representative of the party, and delivered to the party to whom it is directed at the address specified in this Agreement. Whenever under this Agreement the consent, approval or waiver of the City is required or the discretion of the City may be exercised, the City Manager shall have the authority to act, as the case may be. Whenever any approval is required by the terms of this Agreement and request or application for such approval is duly made, such approval shall not be unreasonably withheld.

(c) <u>Notices and Demands</u>. A notice, demand, or other communication under this Agreement by any party to any other party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to:

In the case of the Developer:

[Developer Name] [Mailing Address] [Email] [Phone]

In the case of the City:

City of Whitewater Attn: John S. Weidl, City Manager 312 W. Whitewater Street P.O. Box 178 Whitewater, WI 53190 Email: jweidl@whitewater-wi.gov Phone: 262-473-0104

With a Copy to:

Jonathan K. McDonell, City Attorney Harrison, Williams & McDonell, LLP 452 West Main Street Whitewater, WI 53190 Email: jm@hmattys.com Phone: 262-473-7900 (d) <u>No Liability of City</u>. The City shall have no obligation or liability to the lending institution, architect, contractor, or subcontractor, or any other party retained by Developer in the performance of its obligations and responsibilities under the terms and conditions of this Agreement. Developer specifically agrees that no representations, statements, assurances, or guarantees will be made by Developer to any third party or by any third party which are contrary to this provision.

(e) <u>Completeness of Agreement</u>. This Agreement and any addition of supplementary documents or documentation incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part hereof shall have any validity or bind any of the parties hereto.

(f) <u>Matters to be Disregarded</u>. The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

(g) <u>Severability</u>. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected hereby.

(h) <u>Recording of Agreement</u>. The Agreement and any and all subsequent modifications thereof or additions thereto may, upon being duly executed, be recorded by either party with the Register of Deeds for Walworth County, Wisconsin.

(i) <u>Successors and Assigns</u>. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto as well as their respective successors, transferees, and assigns. Any transfer of any party's interest under this Agreement or real property described in EXHIBIT A shall not release the transferor from its obligations hereunder unless specifically agreed to herein.

(j) <u>Ambiguities Not Construed</u>. The Developer has had substantial input concerning the terms of this agreement, and therefore, any ambiguities will not be construed against the City on the basis that its attorney drafted this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Development Agreement to be signed as of the Effective Date.

#### **CITY OF WHITEWATER**

By:

John S. Weidl, City Manager

Attest:

**DEVELOPER:** 

[Name of Developer]

By: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_

Heather Boehm, City Clerk

Item 13.

## [Insert Notary Page for Applicable Parties]

#### EXHIBIT A

Property

[Property Description]

## EXHIBIT B

## Developer's Improvements

#### Table of Variable Terms in Form Development Agreement

	r 8			
Variable Term	Purpose			
[Effective Date]	Insert the effective date of the Agreement which should be the same date as any applicable purchase agreement.			
[Developer]	Insert the legal name of the party acquiring and improving the property.			
[Developer Entity Jurisdiction and type]	Insert the jurisdiction of the Developer and its form ( <i>e.g.</i> , Wisconsin Limited Liability Company).			
[Guarantor]	If applicable, insert the individual or owner of Developer who will also be ultimately responsible for the performance of Developer for Developer's obligations under the Agreement. If Guarantor is an entity, its jurisdiction and type should also be listed.			
[Property Size}	Insert size of the Property.			
[Purchase Contract Title]	Insert title of the purchase contract related to the Property.			
[Grant Amount]	Insert amount of grant.			
[First Tax Year]	Insert year following current year.			
[Jefferson][Walworth]	Select applicable county for filing based on location of the Property.			
[Current Tax Year]	Insert current year.			
[Initial Assessed Value]	Insert initial assessed value for the Property.			
[Minimum Assessed Value]	Insert minimum assessed value for the Property.			
[Second Tax Year]	Insert the year after the First Tax Year.			
[Developer Address]	Insert mailing address for Developer.			
[Property Description]	Insert description of the Property on Exhibit A.			
[Developer's Improvements Description].	Insert description of the Developer's planned improvements.			

	CDA Agenda Item		Item 14.	
City of WHITEWATER				
Meeting Date:	03-21-2024			
Agenda Item:	Update regarding renovation of 108 W. Main Street			
Staff Contact (name, email, phone):	Taylor Zeinert, Interim Economic Development Director			
	<u>tzeinert@whitewater-wi.gov</u>			
	262-473-0101			

BACKGROUND (Enter the who, what when, where, why)

On March 1, 2024, the City acquired property located at 108 West Main Street (Tax Parcel No. /WUP 00257A) for purposes of redevelopment.

#### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS (Dates, committees, action taken)

FINANCIAL IMPACT (If none, state N/A)

#### STAFF RECOMMENDATION

City Staff is in the process of obtaining estimates from multiple local contractors for repairs to the roof and a portion of a support wall in the basement in order to proceed to issue a Request for Proposals – Downtown Redevelopment & Partnership Opportunity for the above-referenced property.

ATTACHMENT(S) INCLUDED (If none, state N/A)