



# 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, June 20, 2024 - 5:30 PM**

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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/83987884868?pwd=G22fVyukan23JZ2DZJ6LHffOyFSe8A.CBR60QJyfP2Kw1OS>

**Telephone:** +1 (312) 626-6799 US (Chicago)

**Webinar ID:** 839 8788 4868

**Passcode:** 733838

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.

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## AGENDA

### CALL TO ORDER

### ROLL CALL

### APPROVAL OF AGENDA

*A Board 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*

**DECLARATION OF CONFLICT OF INTEREST.** Would any members of the Board wish to declare any known conflict of interest with the items presented on today's CDA Board Agenda?

### HEARING OF CITIZEN COMMENTS

*No formal Committee action will be taken during this meeting 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.***

### APPROVE MINUTES

1. Approve Minutes of the April 18, 2024 CDA Meeting.
2. Approve Minutes of the May 16, 2024 CDA Board Meeting.

**ACKNOWLEDGE FINANCIAL STATEMENTS**

- 3. Acknowledge Financials Statements for Period Ending 05/31/2024

**ACTION ITEMS**

- 4. Discussion and Possible Action Regarding the Response to the Request for Proposals (RFP) Response wo engage Legal Counsel for the CDA.
- 5. Discussion and possible action with respect to amendment to Ordinance 5.28 regarding Mobile Food Establishments.
- 6. Update and possible action with respect to most recent draft of the Memorandum of Understanding (MOU) for the Innovation Center.

**CONSIDERATIONS / DISCUSSIONS / REPORTS**

- 7. Staff Update Regarding Why Meeper Loan Was Written Off

**EXECUTIVE SESSION**

Adjourn to Closed Session, TO RECONVENE, 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:

- 8. Discussion and possible action with respect to Whitewater WindUp Winner Allocations.
- 9. Discussion and Possible Action Regarding draft if Letter of Intent for Jon Tanis
- 10. Developers Agreement for Park Crest Development (Lots 44-58 Park Crest Subdivision)
- 11. Discussion and possible action regarding Developers Agreement for Royal Hounds Project (Lot /A323600002) located on Bluff Road.

**RECONVENE INTO OPEN SESSION** to take action on Closed Session Item(s) if necessary.

- 12. Reconvene to take action on Closed Session Item(s).

**FUTURE AGENDA ITEMS**

- 13. Staff Update Regarding Ongoing Litigation.
- 14. Staff Update Regarding Status of Action Fund Loan Loss Reserves
- 15. Staff Update Regarding status of Scanalytics Capital Catalyst Loan
- 16. Staff Update Regarding Summary of Capital Catalyst Original Catalyst Loan
- 17. Staff Update Regarding the Cost of Amending TIF District
- 18. Future Whitewater WindUp 2025

**ADJOURNMENT**

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, April 18, 2024 - 5:30 PM**

### MINUTES

**CALL TO ORDER.** Interim Chair Joe Kromholz called the meeting to order at 5:30 p.m. New Board Members Neil Hicks and Greg Majkrzak representing the Common Council were introduced and welcomed to the Board. Moved by Knight and seconded by Kachel to waive the 72-hour notice required by the City of Whitewater Transparency Ordinance to amend the Agenda to add one additional item: Consideration and Election of CDA Chair and Vice-Chair. Motion passed by unanimous voice vote (6).

**ROLL CALL.** PRESENT: Joe Kromholz, Jon Kachel, Neil Hicks, Christ Christon, Greg Majkrzak, Jeff Knight. ABSENT: Thayer Coburn. STAFF: John Weidl (City Manager), Taylor Zeinert (Interim Economic Development Director), Bonnie Miller (CDA Administrative Assistant). OTHERS: Elizabeth Thelen (Executive Director of Whitewater University Tech Park), Dr. Russell Kashian (UW-Whitewater Department of Economics).

**APPROVAL OF AGENDA.** Moved by Hicks and seconded by Kachel to approve the Agenda as amended. Motion passed by unanimous voice vote (6).

#### **CONSIDERATION & ELECTION OF CHAIR & VICE CHAIR.**

Kromholz nominated Greg Majkrzak to be the CDA Chair; seconded by Christon.

Neil Hicks nominated Jeff Knight to serve as CDA Chair; seconded by Kachel.

Roll Call Vote in favor of Greg Majkrzak to serve as CDA Chair. AYES: Christon, Kromholz, Majkrzak; NOES: Kachel, Hicks, Knight; ABSENT: Coburn. Vote resulted in a tie.

Roll Call Vote in favor of Jeff Knight to serve as CDA Chair. AYES: Knight, Kachel, Hicks; NOES: Kromholz, Christon, Majkrzak; ABSENT: Coburn. Vote resulted in a tie.

Kromholz proposed operating without a Chair or Vice-Chair and have the elections next month when we have a full Board.

Knight nominated Neil Hicks to serve as CDA Chair; seconded by Kachel.

Kromholz nominated Greg Majkrzak to serve as CDA Chair; seconded by Christon. City Manager Weidl asked if there were any further nominations. Hearing no further nominations, roll call votes were taken.

Roll Call Vote in favor of Neil Hicks to serve as CDA Chair. AYES: Knight, Kachel, Hicks; NOES: Kromholz, Christon, Majkrzak; ABSENT: Coburn. Vote resulted in a tie.

Roll Call Vote in favor of Greg Majkrzak to serve as CDA Chair. AYES: Kromholz, Christon, Majkrzak; NOES: Knight, Kachel, Hicks; ABSENT: Coburn. Vote resulted in a tie.

After further discussion regarding various options to break the tie, the Board failed to reach a resolution.

It was moved by Majkrzak to table this item until the May meeting; seconded by Kromholz. Roll Call: AYES: Kromholz, Christon, Majkrzak; NOES: Knight, Hicks, Kachel; ABSENT: Coburn. Motion failed.

Hicks nominated Jon Kachel as President; Kachel withdrew.

Kromholz moved to table the consideration of election of Chair and Vice Chair until the May meeting; seconded by Majkrzak. Roll Call Vote: AYES: Kromholz, Christon, Majkrzak; NOES: Kachel, Hicks, Knight; ABSENT: Coburn. Motion failed.

After discussing the merits of each of the candidates, Kachel proposed electing Co-Chairs. City Manager Weidl stated that the Ordinance provides for election of a Chair and Vice Chair. Kachel proposed nominating Chair and Vice Chair together under one vote.

Majkrzak nominated Kromholz to serve as Interim Chair for one meeting to allow the Board to proceed with this meeting; seconded by Christon.

Roll Call Vote on Majkrzak nomination of Kromholz. AYES: Majkrzak, Christon, Kromholz; NOES: Hicks, Knight, Kachel. ABSENT: Coburn. Nomination failed.

Knight moved that because two members of the City Council were both nominated and each received three votes, we will decide between Hicks and Majkrzak with a flip of a coin. AYES: Kachel, Knight, Hicks; NOES: Christon, Majkrzak, Kromholz; ABSENT: Coburn. Motion failed.

Kromholz moved to table the election of CDA Chair and Vice Chair until the next meeting when a full panel of Board Members are present. Roll Call Vote: AYES: Christon, Kromholz, Majkrzak; NOES: Kachel, Knight, Hicks. ABSENT: Coburn. Motion failed.

City Manager Weidl proposed moving the election of Chair and Vice Chair to the end of the meeting in order to move the meeting along. It was moved by Knight to take up Item 3 immediately; seconded by Hicks. Motion passed by unanimous voice vote (6).

### PRESENTATION

- Interim Economic Development Director Zeinert introduced Chuck Saul and Mary Jane Pyszka representing Habitat for Humanity of Walworth County who accepted a check from the CDA in the sum of \$25,000 representing a developer incentive under the City's Affordable Housing Fund Policy. Habitat recently dedicated a newly-built house located at 896-A3 South Franklin Street which is now the home of a family of five. Mr. Saul congratulated the City of Whitewater for their efforts to promote affordable housing and looks forward to working with the City in the future.

Moved by Hicks to take a five-minute recess; seconded by Kromholz. Motion approved by unanimous voice vote (6).

Following the brief recess, Kromholz moved to nominate Neil Hicks as Interim Chair for this meeting and table the election of Chair and Vice Chair to the May CDA Meeting; seconded by Christon. Motion passed by unanimous roll call vote. Kromholz turned the meeting over to newly-elected Interim Chair Neil Hicks.

**DECLARATION OF CONFLICT OF INTEREST.** None stated.

**HEARING OF CITIZEN COMMENTS**

Lisa Dawsey-Smith (247 N. Fremont St.) stated that the Common Council has officially allowed her to participate in a county-wide housing task force and will report back to the Board.

**APPROVE MINUTES**

- 4. Moved by Knight and seconded by Kromholz to approve the Minutes of the March 21, 2024 CDA Board of Directors Meeting. Motion passed by unanimous roll call vote (6).

**ACKNOWLEDGE FINANCIAL STATEMENTS**

- 5. Moved by Kromholz and seconded by Hicks to acknowledge Financial Statements from period ending March 31, 2024. Motion passed by unanimous roll call vote (6).

**ACTION ITEMS**

- 6. **Discussion and possible action regarding Memorandum of Understanding - Whitewater Innovation Center (Kromholz), including discussion regarding FERC's Assessment of the Innovation Center (Dr. Kashian).** Ms. Elizabeth Thelen (Executive Director of the Whitewater University Tech Park) provided a chart reflecting current Innovation Center governance structure and a proposed reconfiguration of documents and responsibilities. Dr. Russell Kashian (UW-Whitewater Economics Department) offered a presentation summarizing the history of the Innovation Center and discussed the most recent FERC Assessment of the Center. Board Member Knight offered remarks on the restrictions with regard to sale of the building pursuant to the original Federal grant document. City Manager Weidl requested information as to determining the "graduation" level of participants from the Innovation Center. Ms. Thelen summarized the current availability of space at the Center and the status of "anchor" tenants. Board Member Knight remarked that there are current tenants that could potentially be located in other available spaces in the City to ensure space is available at the Innovation Center for new startups. For the record, Dr. Kashian stated that the three groups he had an interest in at the Innovation Center are Scanalytics, Meeper and Pinpoint Software (note that Dr Kashian later stated that there were two others). After further discussions regarding rent revenues required to support the building and other issues, Board Member Kromholz moved to table Action Item 6 for further discussion at a future meeting; motion amended by Board Member Knight to include an additional new agenda item regarding graduation of businesses from the Innovation Center; seconded by Kachel. Motion passed on unanimous roll call vote (6).

7. **Discussion and possible action regarding transfer of funds from Action Fund Account to Façade Loan Fund Account.** Interim Director Zeinert summarized the need for a transfer of funds into the Façade Loan Fund from the Action Fund. Moved by Knight to approve; seconded by Kromholz. Motion passed upon unanimous roll call vote (6).
8. **Discussion and possible action with regard to Request for Proposal (RFP) for legal counsel to represent the interests of the CDA.** Moved by Greg; seconded by Kromholz to approve and publish the RFP. Motion passed upon unanimous roll call vote (6).
9. **Discussion and possible action regarding selection of a judge for the WindUp competition.** Interim Director Zeinert summarized the status the WindUp competition and asked for a volunteer from the Board to act as a Judge, noting that Neil Hicks is the Common Council representative as a judge. Board Member Knight nominated Board Member Christon; seconded by Kromholz. Motion passed upon unanimous roll call vote (6).

#### UPDATES & DISCUSSION

10. **Discussion regarding draft of Reimbursement Agreement between the City and the CDA with respect to the Whitewater WindUp Business Competition.** City Manager Weidl summarized the intent of the Reimbursement Agreement. Moved by Greg to recommend referral to the Common Council for approval; seconded by Knight. Motion passed by unanimous roll call vote (6).
11. **Update regarding April 25, 2024 Housing Roundtable.** Interim Director Zeinert reported that 58 individuals have indicated they will attend, of which 10 individuals are private landowners. City Manager Weidl stated that there will be an individual there with updates to recent legislative changes affecting housing. Members of the Board recognized staff efforts to put the program together.
12. **Update regarding the status of renovation of the property located at 108 W. Main Street (Tax Parcel No. /WUP 00257A).** Interim Director Zeinert summarized the issues that need to be addressed at the site and stated that staff is ready to move forward with drafting a Request for Proposal (RFP) to be considered by the Board at the May CDA Meeting.
13. **Economic Development Activities Update.** City Manager Weidl and Interim Director Zeinert attended the Kenosha Area Business Alliance (KABA) and presented updates regarding ongoing housing activities in Whitewater. Ms. Zeinert confirmed that staff has completed 12 business retention visits, with the first manufacturing business scheduled this month. Ms. Zeinert next updated the Board regarding the status of the WindUp business competition. Ms. Zeinert concluded with an update on new businesses opening and a business re-opening. Board Member Knight offered an apology to Staff for the record regarding a previous misunderstanding on the part of Mr. Knight and comments he made regarding future development of the Hale Property located on Warner Road.

#### EXECUTIVE SESSION

Moved by Interim Chair Hicks and seconded by Board Member Knight to adjourn to Closed Session, TO RECONVENE, 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: Update and possible action regarding Offer to Purchase from Quality Industries, Inc. for the acquisition of a vacant parcel of land located on Starin Road for development of residential housing (Tax Parcel No. /WUP 00018D). Motion passed upon unanimous voice vote (6).

**RECONVENE INTO OPEN SESSION**

- 15. Reconvene to Open Session for possible action regarding Offer to Purchase from Quality Industries, Inc. for acquisition of vacant parcel of land located on Starin Road for development of residential housing (Tax Parcel /WUP 0018D). Moved by Kromholz to terminate the Agreement with Quality Industries, Inc. for the acquisition of the vacant parcel of land failure to comply with the terms of that Agreement. Seconded by Knight. Motion passed upon unanimous roll call vote (6).

**FUTURE AGENDA ITEMS**

- 16. Update regarding status of Action Fund Loan Loss Reserves.  
Update regarding why Meeper Loan was written off.  
Update regarding status of Scanalytics Capital Catalyst Loan.  
Follow up on summary of Capital Catalyst original loan amounts.  
Cost of amending a TIF District.  
Update regarding any ongoing litigation, if any.  
Supreme Court recent ruling with regard to payment of real estate brokerage commissions.  
Request for Proposal regarding redevelopment of property at 216 E. Main St.  
Graduating businesses from the Innovation Center.

**ADJOURNMENT.** Moved by Kachel and seconded by Kromholz to adjourn the meeting. Motion passed by unanimous voice vote. Interim Chair Hicks adjourned the meeting at approximately 7:35 p.m.

Respectfully submitted,  
Bonnie Miller, Recorder



## 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, May 16, 2024**

### MINUTES

#### CALL TO ORDER

Interim Chair Neil Hicks called the meeting order at 5:33 p.m.

#### ROLL CALL

PRESENT: Joe Kromholz, Jon Kachel, Neil Hicks, Christ Christon, Greg Majkrzak, Jeff Knight, Thayer Coburn. STAFF: Taylor Zeinert (Economic Development Director); John Weidl (City Manager).

#### APPROVAL OF AGENDA

Moved by Knight to amend the Agenda to cancel the executive session due to the subject matter that has significantly changed and has the potential to make a huge impact on property taxes and should be vetted by the community and the City Council. Seconded by Neil Hicks. City Manager Weidl stated that the normal order for all previous projects has been submitted first to the CDA and then to City Council and that the City Attorney had vetted the process. Roll Call vote: AYES: Kachel, Hicks, Knight; NOES: Christon, Kromholz, Majkrzak, Coburn; ABSENT: None. Motion failed to pass. Moved by Majkrzak to approve the Agenda; seconded by Coburn. Roll Call Vote: AYES: Majkrzak, Coburn, Kromholz, Hicks NOES: Knight, Kachel.

#### CONSIDERATION & ELECTION OF CHAIR & VICE CHAIR

Coburn nominated Greg Majkrzak to serve as Chair; seconded by Kromholz. Hicks called for any other nominations for Chair. Kachel nominated Jeff Knight to serve as Chair; Knight declined. Hearing no other nominations, roll call vote was taken. AYES: Coburn, Hicks, Christon, Kachel, Kromholz, Knight, Majkrzak. Interim Chair Hicks declared Majkrzak the duly-elected Chair and turned the meeting over to Chairman Majkrzak.

Chairman Majkrzak then opened nominations for Vice Chair. Coburn nominated Joe Kromholz to serve as Vice Chair; seconded by Majkrzak. Kachel nominated Hicks to serve as Vice Chair; seconded by Knight. Hearing no other nominations, roll call was called for the nomination of Joe Kromholz to serve as Vice Chair. AYES: Maj, Hicks, Christon, Coburn, Kromholz, Kachel. Noes: Knight. Chairman Majkrzak declared Joe Kromholz as the duly-elected Vice Chair.

**DECLARATION OF CONFLICT OF INTEREST.** None declared.

**HEARING OF CITIZEN COMMENTS.** None.

**APPROVAL OF MINUTES**



2. The Minutes of the April 18, 2024 CDA Board of Directors Meeting were unavailable. Chairman Majkrzak moved to table this item until the June 20, 2024 CDA Board of Directors Meeting; seconded by Kromholz. Motion passed by unanimous roll call vote.

**ACKNOWLEDGE FINANCIAL STATEMENTS**

3. Moved by Hicks to approve the CDA Financial Statements for Period Ending April 30, 2024; seconded by Kromholz. Motion passed by unanimous roll call vote.

**ACTION ITEMS**

4. **Consideration and possible action regarding appointment of Economic Development Director Taylor Zeinert to serve as CDA Director.** Chairman Majkrzak opened discussion of this item. **Jim Heckendorf (Fontana, WI)** question: Was the position posted for the public? City Manager Response: Yes; Question: How many responses were received? City Manager response: two (2). Question: Were they interviewed? City Manager response: Yes. Question: What was the experience of those candidates? City Manager response: I would need to ask the Human Resources Director who is not present at this meeting. Question to Taylor Zeinert: What is your experience? Zeinert response: Did undergraduate work at Carroll; holds a Masters in Public Administration from UW-Oshkosh; took classes specific to economic development; worked for the Wisconsin Towns Association (consisting of 1,260 towns) responding to legal questions, including fielding TIF district related questions; worked for the City of Clintonville assisting the City Administrator and Assistant City Administrator, including extensive TIF work; worked for two law firms both specializing in municipal law; grew up in small town and fell in love local government and economic development.

Moved by Kromholz to approve the appointment of Economic Development Director Taylor Zeinert to serve as the CDA Director; seconded by Coburn. Motion passed by unanimous roll call vote.

**UPDATES & DISCUSSION**

5. **Update and discussion regarding Innovation Center M.O.U.** Board Member Kromholz provided an update regarding the structure and status of the Memorandum of Understanding. The purpose of the current MOU is to replace the prior one and create a streamlined one where the City is essentially operating the facility with space reserved to continue the presence of the University at the Center. Kromholz expressed support for the CDA hiring their own attorney to advise the CDA regarding this and other matters. Kachel questioned the existing CDA advisory board and how that would function going forward. Director Zeinert responded to a request from the Board regarding the status of the search for a dedicated CDA Attorney.
6. **Update and discussion regarding status of Whitewater WindUp business competition.** Director Zeinert provided an update regarding the upcoming WindUp finale on May 18<sup>th</sup> and provided a list of businesses moving forward in the competition: The Grocery Cooperative, The Book Teller, Uptown Revive, Stellar Vintage, The Wellnest Shop, The Poppy Seed Company, Barista Cats Café and BHE Events. Zeinert then fielded questions from the Board, including a brief discussion regarding limiting future competitions to start-up businesses.

7. **Economic Development Activities Update.** Director Zeinert noted that the office has been really business with Bonnie out of the office. The ED Office completed five (5) Business Retention and Expansion (BRE) visits with local businesses and continue to schedule others. The WindUp is finishing up and Zeinert reported that she attended WEDA Basics of Economic Development Training where she made many connections with other municipalities for networking purposes. Zeinert finished up by fielding questions from the Board regarding the BRE Program. City Manager provided basic details about the questionnaire that is used and welcomed any suggestions or additions from the Board. Board Member Coburn expressed interest in feedback from those visits. Board Member Knight suggested providing employers with information about activities in Whitewater to share with their employees.
  
8. **Update and discussion regarding April 25th Housing Round Table.** Director Zeinert thank all who were able to attend the Housing Round Table. Zeinert reported that there were 67 attendees that the City has never seen before and summarized studies and information shared by the presenters, including the need for single family housing, multi-family and mixed-use housing. Larry Kachel (457 S. Buckingham Blvd.) expressed concern about using TID money for multi-family housing projects and offered his opinion regarding some of the conclusions represented in the Doersching report. Jeff Knight also commented on what he considered conflicting data between the three presentations.

**EXECUTIVE SESSION**

Chairman Majkrzak moved to adjourn to Closed Session, TO RECONVENE, 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 proposed multi-family development to be located on Moraine View Parkway (Tax Parcel No. WPB 00044) for Chris Slater. Motion seconded by Coburn/Kachel. Roll Call Vote: AYES: Hicks, Coburn, Kachel, Kromholz, Christon, Majkrzak. NOES: Knight. ABSENT: None. Motion passed.

**RECONVENE INTO OPEN SESSION.** Moved by Majkrzak to reconvene to open session to take action on closed session item; seconded by Kachel. Motion passed by unanimous voice vote. Majkrzak moved to approve a recommendation to the Common Council for approval of the proposed multi-family development to be located on Moraine View Parkway (Tax Parcel No. WPB 00044) for Chris Slater. Seconded by Coburn. Knight expressed his concern for moving forward with a project that does not meet the “but for” provision when considering use of TIF funds to support a multi-family housing project. Kromholz offered his rebuttal of comments made by Knight and stated his support for the project. Kachel stated his support for development of multi-family housing but expressed concern for using TIF funds. Chairman Majkrzak restated his support for recommending approval to the Common Council. Roll Call Vote: AYES: Christon, Majkrzak, Coburn, Kromholz; NOES: Kachel, Knight Hicks; ABSENT: None. Motion passed.

**FUTURE AGENDA ITEMS**

10. Update regarding status of Action Fund Loan Loss Reserves.
11. Update regarding why Meeper Loan was written off.
12. Update regarding status of Scanalytics Capital Catalyst Loan.

13. Follow up on summary of Capital Catalyst original loan amounts.
14. Cost of amending a TIF District.
15. Update regarding ongoing litigation, if any.
16. Knight stated he would like to see copies of the Developer Agreements for the Meadowview and Aldi's projects.
17. Coburn would like an update regarding status of Slipstream Loan.
18. Coburn requested an update regarding education and recruitment of developers

**ADJOURNMENT.** Moved by Coburn and seconded by Kromholz to adjourn the meeting. Motion passed by unanimous roll call vote. Chairman Majkrzak adjourned the meeting at approximately 6:40 p.m.

Respectfully submitted,  
Bonnie Miller, Recorder

DRAFT

**CITY OF WHITEWATER**  
**REVENUES WITH COMPARISON TO BUDGET**  
**FOR THE 5 MONTHS ENDING MAY 31, 2024**

**ECONOMIC DEVELOPMENT FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>MISCELLANEOUS REVENUE</u>					
900-48600-56 MISC INCOME	( 100.00)	.00	.00	.00	.0
TOTAL MISCELLANEOUS REVENUE	( 100.00)	.00	.00	.00	.0
<u>OTHER FINANCING SOURCES</u>					
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	.00	25,000.00	25,000.00	.0
900-49267-56 TRANSFER TID #12-ADMIN	.00	.00	25,000.00	25,000.00	.0
900-49269-56 TRANSFER TID #14-ADMIN	.00	.00	25,000.00	25,000.00	.0
900-49270-56 TRANSFER TID #10-ADMIN	.00	.00	22,500.00	22,500.00	.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	23,003.03	23,003.03	.0
TOTAL OTHER FINANCING SOURCES	.00	82,500.00	203,003.03	120,503.03	40.6
TOTAL FUND REVENUE	( 100.00)	82,500.00	203,003.03	120,503.03	40.6

**CITY OF WHITEWATER**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 5 MONTHS ENDING MAY 31, 2024**

**ECONOMIC DEVELOPMENT FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET AMOUNT</u>	<u>VARIANCE</u>	<u>% OF BUDGET</u>
<u>CDA</u>					
900-56500-111 SALARIES	23,191.38	49,161.07	121,050.02	71,888.95	40.6
900-56500-151 FRINGE BENEFITS	3,811.15	8,982.15	38,265.63	29,283.48	23.5
900-56500-210 PROFESSIONAL DEVELOPMENT	.00	290.00	3,535.00	3,245.00	8.2
900-56500-211 CONSULTANT FEES	1,032.50	10,867.23	.00	( 10,867.23)	.0
900-56500-212 LEGAL SERVICES	.00	793.50	12,625.00	11,831.50	6.3
900-56500-215 PROFESSIONAL SERVICES	199.00	4,278.50	2,525.00	( 1,753.50)	169.5
900-56500-222 COUNTY/REGIONAL ECON DEV	.00	11,019.00	11,000.00	( 19.00)	100.2
900-56500-223 MARKETING	6,000.00	6,402.14	2,525.00	( 3,877.14)	253.6
900-56500-224 SOFTWARE/HARDWARE MAINTENANCE	221.54	742.18	3,590.71	2,848.53	20.7
900-56500-225 TELECOM/INTERNET/COMMUNICATION	89.28	690.01	1,991.17	1,301.16	34.7
900-56500-310 OFFICE & OPERATING SUPPLIES	1,004.46	1,383.82	606.00	( 777.82)	228.4
900-56500-311 POSTAGE	.00	1.92	202.00	200.08	1.0
900-56500-320 DUES	.00	.00	1,000.00	1,000.00	.0
900-56500-325 PUBLIC EDUCATION	173.00	215.00	50.50	( 164.50)	425.7
900-56500-330 TRAVEL EXPENSE	331.42	331.42	3,737.00	3,405.58	8.9
900-56500-341 MISC EXPENSE	.00	.00	300.00	300.00	.0
<b>TOTAL CDA</b>	<b>36,053.73</b>	<b>95,157.94</b>	<b>203,003.03</b>	<b>107,845.09</b>	<b>46.9</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>36,053.73</b>	<b>95,157.94</b>	<b>203,003.03</b>	<b>107,845.09</b>	<b>46.9</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 36,153.73)</b>	<b>( 12,657.94)</b>	<b>.00</b>	<b>12,657.94</b>	<b>.0</b>

CITY OF WHITEWATER

Check Register - Totaling by Fund KD for the CDA  
 Check Issue Dates: 05/01/2024 - 05/31/2024

Page: 1  
 Jun 11, 2024 03:17PM

Report Criteria:

Report type: GL detail

Invoice Detail, GL account = 9001000000-9009999999,9101000000-9109999999

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Notes	Description	Invoice Number	Invoice GL Account	Invoice Amount
<b>900</b>									
05/24	05/09/2024	96724	6951	DISCOVER WHITEWATER SERI		2024 DSW SPONSORSHIP	2024	900-56500-223	6,000.00
05/24	05/09/2024	96745	9815	TRACY CROSS & ASSOCIATES I		WHITEWATER HOUSING ROUND TABLE PRESENTATION	14204	900-56500-211	1,032.50
05/24	05/16/2024	96761	9856	BARISTA CATS CAFE		REFUND WW WIND UP FEE	WIND UP	900-48600-56	50.00
05/24	05/16/2024	96771	9857	LATELLA, JESSICA		WELLNEST WW WIND UP REFUND	WIND UP RF	900-48600-56	50.00
05/24	05/30/2024	96830	5729	CIVICPLUS LLC		2024 WEBSITE HOSTING	300575	900-56500-224	221.54
05/24	05/21/2024	900169	8487	US BANK	TAYLOR ZEINERT-REALEST	Real Estate Class	MAY 2024	900-56500-215	199.00
05/24	05/21/2024	900169	8487	US BANK	TAYLOR ZEINERT-USPS PO	Postage Materials	MAY 2024	900-56500-310	272.00
05/24	05/21/2024	900169	8487	US BANK	TAYLOR ZEINERT-AMZN MK	Office Supplies- Clock and Power Cord	MAY 2024	900-56500-310	33.75
05/24	05/21/2024	900169	8487	US BANK	SARA MARQUARDT-MERIDI	Business Cards - T. Zeinert	MAY 2024	900-56500-310	71.49
05/24	05/21/2024	900169	8487	US BANK	KEVIN BOEHM-LUSH BANN	Whitewater Windup Banner	MAY 2024	900-56500-310	563.36
05/24	05/21/2024	900169	8487	US BANK	SABRINA L OJIBWAY-DOJ E	Code E Record Check for Econ Dev	MAY 2024	900-56500-310	7.00
05/24	05/21/2024	900169	8487	US BANK	JEREMIAH THOMAS-STERI	SHREDDING SVCS	MAY 2024	900-56500-310	21.84
05/24	05/21/2024	900169	8487	US BANK	JEREMIAH THOMAS-MERIDI	2024 CITY GUIDE PRINTING	MAY 2024	900-56500-325	173.00
05/24	05/21/2024	900169	8487	US BANK	TAYLOR ZEINERT-CHIPOTL	Dinner while at WEDA Training	MAY 2024	900-56500-330	15.56
05/24	05/21/2024	900169	8487	US BANK	TAYLOR ZEINERT-TST* HA	Lunch at WEDA Training	MAY 2024	900-56500-330	17.36
05/24	05/21/2024	900169	8487	US BANK	TAYLOR ZEINERT-CULVERS	Dinner while at WEDA Training	MAY 2024	900-56500-330	14.75
Total 900:									8,742.95
Grand Totals:									8,742.95

M = Manual Check, V = Void Check

**CITY OF WHITEWATER  
BALANCE SHEET  
MAY 31, 2024**

**ECONOMIC DEVELOPMENT FUND**

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>ASSETS</u>				
900-11100 CASH	31,000.08	( 36,153.73)	( 25,556.66)	5,443.42
900-19000 GASB 68-WRS NET PENSION ASSETS	( 6,097.61)	.00	.00	( 6,097.61)
900-19021 GASB 68-WRS DOR	23,154.68	.00	.00	23,154.68
900-19999 GASB 68-PENSION CLEARING ACCT	5,089.00	.00	.00	5,089.00
<b>TOTAL ASSETS</b>	<b>53,146.15</b>	<b>( 36,153.73)</b>	<b>( 25,556.66)</b>	<b>27,589.49</b>
<u>LIABILITIES AND EQUITY</u>				
<u>LIABILITIES</u>				
900-21100 ACCOUNTS PAYABLE	6,802.57	.00	( 6,802.57)	.00
900-21106 WAGES CLEARING	6,096.15	.00	( 6,096.15)	.00
900-23810 ACCRUED SICK LEAVE	639.58	.00	.00	639.58
900-29011 GASB 68-WRS DIR	12,767.45	.00	.00	12,767.45
<b>TOTAL LIABILITIES</b>	<b>26,305.75</b>	<b>.00</b>	<b>( 12,898.72)</b>	<b>13,407.03</b>
<u>FUND EQUITY</u>				
900-34300 PROPRIETARY CAPITAL	26,840.40	.00	.00	26,840.40
UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	.00	( 36,153.73)	( 12,657.94)	( 12,657.94)
<b>BALANCE - CURRENT DATE</b>	<b>.00</b>	<b>( 36,153.73)</b>	<b>( 12,657.94)</b>	<b>( 12,657.94)</b>
<b>TOTAL FUND EQUITY</b>	<b>26,840.40</b>	<b>( 36,153.73)</b>	<b>( 12,657.94)</b>	<b>14,182.46</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>53,146.15</b>	<b>( 36,153.73)</b>	<b>( 25,556.66)</b>	<b>27,589.49</b>

**CITY OF WHITEWATER**  
**REVENUES WITH COMPARISON TO BUDGET**  
**FOR THE 5 MONTHS ENDING MAY 31, 2024**

**CDA PROGRAMS FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>FACADE LOAN REVENUE</u>					
910-44005-00 FACADE INT-BOWER'S HOUSE \$50K	60.90	1,468.30	.00	( 1,468.30)	.0
TOTAL FACADE LOAN REVENUE	60.90	1,468.30	.00	( 1,468.30)	.0
<u>ACTION LOAN REVENUE</u>					
910-46001-00 INT INC-ACTION-LRN DEPOT \$41K	143.49	563.08	655.37	92.29	85.9
910-46008-00 INT INC-ACTION-SAFEPRO \$100K	319.20	1,619.10	3,714.90	2,095.80	43.6
910-46010-00 INT INC-ACTION-SWSPOT/GILDE	59.99	479.30	1,659.91	1,180.61	28.9
TOTAL ACTION LOAN REVENUE	522.68	2,661.48	6,030.18	3,368.70	44.1
<u>MISCELLANEOUS REVENUE</u>					
910-48103-00 INTEREST INCOME-FACADE	138.55	593.77	890.69	296.92	66.7
910-48104-00 INTEREST INCOME-HOUSING	67.16	330.89	518.42	187.53	63.8
910-48108-00 INTEREST INCOME-SEED FUND	228.69	1,117.18	750.00	( 367.18)	149.0
910-48109-00 INTEREST INCOME-ACTION FUND	3,979.53	20,652.51	33,750.00	13,097.49	61.2
910-48605-00 RENTAL INCOME-CROP LEASES	.00	12,838.00	15,876.00	3,038.00	80.9
TOTAL MISCELLANEOUS REVENUE	4,413.93	35,532.35	51,785.11	16,252.76	68.6
<u>OTHER FINANCING SOURCES</u>					
910-49290-00 TRANSFER FROM OTHER FUNDS	.00	.00	116,264.71	116,264.71	.0
910-49300-56 FUND BALANCE APPLIED	.00	.00	( 164,080.00)	( 164,080.00)	.0
TOTAL OTHER FINANCING SOURCES	.00	.00	( 47,815.29)	( 47,815.29)	.0
TOTAL FUND REVENUE	4,997.51	39,662.13	10,000.00	( 29,662.13)	396.6



**CITY OF WHITEWATER**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 5 MONTHS ENDING MAY 31, 2024**

**CDA PROGRAMS FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET AMOUNT</u>	<u>VARIANCE</u>	<u>% OF BUDGET</u>
<u>CDA PROGRAMS</u>					
910-56500-212 LEGAL/PROFESSIONAL/MARKETING	5,282.50	5,282.50	5,000.00	( 282.50)	105.7
910-56500-219 PROFESSIONAL SERVICES	.00	487.50	5,000.00	4,512.50	9.8
910-56500-408 RENTAL & PROPERTY EXPENSES	488.21	1,255.16	.00	( 1,255.16)	.0
<b>TOTAL CDA PROGRAMS</b>	<b>5,770.71</b>	<b>7,025.16</b>	<b>10,000.00</b>	<b>2,974.84</b>	<b>70.3</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>5,770.71</b>	<b>7,025.16</b>	<b>10,000.00</b>	<b>2,974.84</b>	<b>70.3</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 773.20)</b>	<b>32,636.97</b>	<b>.00</b>	<b>( 32,636.97)</b>	<b>.0</b>

<b>CDBG-HOUSING CHK-1CSB XXX450</b>		<b>Total Deposit</b>	<b>Debit</b>	<b>910-11600</b>	
HO# 1 Payment	Principal		Credit	910-14027	
HO# 11 Payoff	Principal		Credit	910-14037	
<b>ACTION-BUS DEV-BUS PARK-XXX127</b>		<b>Total Deposit</b>	<b>Credit</b>	<b>910-11800</b>	<b>4,219.32</b>
PAUQUETTE CENTER LOAN REC	Principal		Debit	910-13500	(1,289.52) 05/05/2024 ACH PAYMENT
ACTION-SWSPOT/GILDEMEISTER 54K	Principal		Credit	910-13510	(617.30) 05/22/2024 ACH PAYMENT
INT INC-ACTION-SWSPOT/GILDE	Interest		Credit	910-46010-00	(141.45) 05/22/2024 ACH PAYMENT
ACTION-SAFEPRO TECH \$100K	Principal		Credit	910-13509	(1,157.70) 05/13/2024 ACH PAYMENT
INT INC-ACTION-SAFEPRO \$100K	Interest		Credit	910-46008-00	(315.30) 05/13/2024 ACH PAYMENT
ACTION-LEARNING DEPOT \$41,294	Principal		Credit	910-13501	(640.19) 05/01/2024 ACH PAYMENT
INT INC-ACTION-LRN DEPOT \$41K	Interest		Credit	910-46001-00	(57.86) 05/01/2024 ACH PAYMENT
<b>FACADE CKING-1ST CIT- XXX442</b>		<b>Total Deposit</b>	<b>Credit</b>	<b>910-11702</b>	<b>2,115.60</b>
FACADE-BOWERS HOUSE LLC \$50K	Principal		Credit	910-16008	(2,054.70) 05/10/2024 ACH PAYMENT
FACADE INT-BOWER'S HOUSE \$50K	Interest		Credit	910-44005-00	(60.90) 05/10/2024 ACH PAYMENT
LEGAL/PROFESSIONAL/MARKETING				910-56500-212	272.50 Fine Food Arts UCC Filing
LEGAL/PROFESSIONAL/MARKETING				910-56500-212	10.00 Recruit chute USS Filing
LEGAL/PROFESSIONAL/MARKETING				910-56500-212	5,000.00 Final invoice for "Why Whitewater?"
CDBG HOUSING-HO#22				910-14041	30.00 MSA HO #22 Recording Fee
RENTAL & PROPERTY EXPENSES				910-56500-408	18.87 126 N Jefferson 04-2024 Utilities
RENTAL & PROPERTY EXPENSES				910-56500-408	98.00 108 W Main 04-2024 Utilities
RENTAL & PROPERTY EXPENSES				910-56500-408	96.34 216 E Main 04-2024 Utilities
RENTAL & PROPERTY EXPENSES				910-56500-408	275.00 126 N Jefferson Mowing
ACTION-BUS DEV-BUS PARK-XXX127				910-11800	(5,800.71) Cash Transactions
ACTION-LAND PURCHASE-XXX127				910-11801	

**CITY OF WHITEWATER  
BALANCE SHEET  
MAY 31, 2024**

**CDA PROGRAMS FUND**

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
910-30110 CONTRIBUTED CAPITAL	456,815.37	.00 (	181,643.84)	275,171.53
910-34300 PROPRIETARY CAPITAL	6,439,031.08	.00 (	111,222.15)	6,327,808.93
910-34400 RESERVE FOR LAND PURCHASES	238,031.94	.00	292,865.99	530,897.93
UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	.00	( 773.20)	32,636.97	32,636.97
BALANCE - CURRENT DATE	.00	( 773.20)	32,636.97	32,636.97
TOTAL FUND EQUITY	7,133,878.39	( 773.20)	32,636.97	7,166,515.36
TOTAL LIABILITIES AND EQUITY	9,588,315.71	( 773.20)	15,460.41	9,603,776.12

**CITY OF WHITEWATER  
BALANCE SHEET  
MAY 31, 2024**

**CDA PROGRAMS FUND**

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>ASSETS</u>				
910-11600 CDBG-HOUSING CHK-1CSB XXX450	14,423.58	67.16	330.89	14,754.47
910-11702 FACADE CKING-1ST CIT- XXX442	24,867.75	2,254.15	6,185.93	31,053.68
910-11800 ACTION-BUS DEV-BUS PARK-XXX127	434,973.50	2,398.14	40,842.89	475,816.39
910-11801 ACTION-LAND PURCHASE-XXX127	540,897.93	.00	( 145,451.31)	395,446.62
910-11900 CAP CAT-ASSOC BK XXXXX3734	119,111.77	228.69	1,117.18	120,228.95
910-13500 PAUQUETTE CENTER LOAN RECV	111,897.28	( 1,289.52)	( 6,447.60)	105,449.68
910-13501 ACTION-LEARNING DEPOT \$41,294	19,898.18	( 615.26)	( 3,109.27)	16,788.91
910-13508 ACTION-FINE FOOD ARTS \$30,000	30,000.00	.00	.00	30,000.00
910-13509 ACTION-SAFEPRO TECH \$100K	99,217.10	( 1,153.80)	( 5,745.90)	93,471.20
910-13510 ACTION-SWSPOT/GILDEMEISTER 54K	44,885.18	( 638.06)	( 3,132.35)	41,752.83
910-14000 CDBG HOUSING-MO301	8,220.00	.00	.00	8,220.00
910-14001 CDBG HOUSING-A8416	10,203.84	.00	.00	10,203.84
910-14003 CDBG HOUSING-B935	18,420.02	.00	.00	18,420.02
910-14006 CDBG HOUSING-C932	8,062.00	.00	.00	8,062.00
910-14009 CDBG HOUSING-J8802	10,818.00	.00	.00	10,818.00
910-14011 CDBG HOUSING-M8501	11,000.90	.00	.00	11,000.90
910-14013 CDBG HOUSING-P954	11,000.00	.00	.00	11,000.00
910-14016 CDBG HOUSING-V902	12,504.15	.00	.00	12,504.15
910-14025 CDBG HOUSING-M0801	18,422.00	.00	.00	18,422.00
910-14026 CDBG HOUSING-B0803-0901	34,448.00	.00	.00	34,448.00
910-14030 CDBG HOUSING-HO#13-2016	8,000.00	.00	.00	8,000.00
910-14031 CDBG HOUSING-HO#4	37,795.00	.00	.00	37,795.00
910-14038 CDBG HOUSING-HO#14	18,000.00	.00	.00	18,000.00
910-14039 CDBG HOUSING-HO#15	36,815.00	.00	.00	36,815.00
910-14040 CDBG HOUSING-HO#18	4,235.00	.00	.00	4,235.00
910-14041 CDBG HOUSING-HO#22	.00	30.00	30.00	30.00
910-15000 CAP CAT-SLIPSTREAM-\$102,500	102,500.00	.00	.00	102,500.00
910-15003 CAP CAT-SLIPSTREAM-\$42,000	42,000.00	.00	.00	42,000.00
910-15006 CAP CAT- ROYAL-INVENT-27.5K	27,500.00	.00	.00	27,500.00
910-15011 CAP CAT-ROYAL-SCANALYTICS-95K	97,500.00	.00	.00	97,500.00
910-15012 CAP CAT-ROYAL-INVENTALATOR-75K	77,500.00	.00	.00	77,500.00
910-15018 CAP CAT-RECRUITCHUTE \$51,050	51,050.00	.00	.00	51,050.00
910-16008 FACADE-BOWERS HOUSE LLC \$50K	75,000.00	( 2,054.70)	( 4,123.86)	70,876.14
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	446,739.53	.00	50,100.52	496,840.05
910-18360 REAL ESTATE	6,128,544.00	.00	84,863.29	6,213,407.29
<b>TOTAL ASSETS</b>	<b>9,588,315.71</b>	<b>( 773.20)</b>	<b>15,460.41</b>	<b>9,603,776.12</b>
<u>LIABILITIES AND EQUITY</u>				
<u>LIABILITIES</u>				
910-22000 ACCUM DEPREC-BUILDING	1,585,394.76	.00	.00	1,585,394.76
910-25100 DUE TO GENERAL FUND	17,176.56	.00	( 17,176.56)	.00
910-26101 DEF REVENUE-FD 610-CDBG	851,866.00	.00	.00	851,866.00
<b>TOTAL LIABILITIES</b>	<b>2,454,437.32</b>	<b>.00</b>	<b>( 17,176.56)</b>	<b>2,437,260.76</b>
<u>FUND EQUITY</u>				

ACTION FUND		ORIGINAL	06/30/2024			06/30/2024		Principal Pymts	06/30/2024		06/30/2024	12/31/2023	
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	BALANCE	To Date	Written Off	NOTES	GL Balance	Difference		
010-10500	PAUQUETTE CENTER LOAN RCV	\$158,320.00	\$106,739.20	1,269.52	0.00	\$105,449.68	\$52,870.32		Current	\$105,449.68	\$0.00	111897.28	010-46000-00 INT INC-ACTION-PAQUETTE \$158K
010-10501	ACTION-LEARNING DEPOT \$41,294	\$41,284.83	\$17,404.17	815.26	143.49	\$16,788.91	\$24,505.72		Current	\$16,788.91	\$0.00	19808.18	010-46001-00 INT INC-ACTION-LRN DEPOT \$41K
010-10508	ACTION-FINE FOOD ARTS \$30,000	\$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 12/01/2022	\$30,000.00	\$0.00	30000	010-46008-00 INT INC-ACTION-FINE FOOD ART
010-10509	ACTION-SAFEPRO TECH \$100K	\$104,360.00	\$94,625.00	1,153.80	319.20	\$83,471.20	\$10,888.80		Current	\$83,471.20	\$0.00	99217.1	010-46009-00 INT INC-ACTION-SAFEPRO \$100K
010-10510	ACTION-SWSPOT/GILDEMEISTER 54K	\$54,000.00	\$42,390.89	638.06	59.89	\$41,752.83	\$12,247.17		Current	\$41,752.83	\$0.00	44885.18	010-46010-00 INT INC-ACTION-SWSPOT/GILDE
010-17002	UDAG-SLIPSTREAM-LOC	\$12,500.00	\$12,500.00	0.00	0.00	\$12,500.00	\$0.00		In Default/Strive On-Skill in Business	\$12,500.00	\$0.00	12500	010-46002-00 UDAG INT-SLIPSTREAM \$12500
<b>TOTALS</b>		<b>\$683,770.25</b>	<b>\$303,659.26</b>	<b>\$3,066.64</b>	<b>\$522.68</b>	<b>\$299,962.62</b>	<b>\$230,201.51</b>	<b>\$153,806.12</b>		<b>\$299,962.62</b>	<b>\$0.00</b>		
010-10960	ACTION LOAN-LOAN LOSS RESERVE		\$0.00	0.00	0.00	\$0.00				\$0.00			
010-17960	UDAG-LOAN LOSS RESERVE		(\$12,500.00)	0.00	0.00	(\$12,500.00)				(\$12,500.00)			
FAÇADE LOAN		ORIGINAL	06/30/2024			06/30/2024		Principal Pymts	06/30/2024		12/31/2023		
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	BALANCE	To Date	Written Off	NOTES	GL Balance	Difference		
010-10009	FAÇADE-BOWERS HOUSE LLC \$50K	\$5,000.00	\$2,930.64	2,054.70	60.90	\$0.00	\$4,123.86		First Payment Made 04/30/2024	\$70,876.14	\$0.00	75000	010-44005-00 FAÇADE INT-BOWERS HOUSE \$50K
<b>TOTALS</b>		<b>\$5,000.00</b>	<b>\$2,930.64</b>	<b>\$2,054.70</b>	<b>\$60.90</b>	<b>\$0.00</b>	<b>\$4,123.86</b>			<b>\$70,876.14</b>	<b>\$0.00</b>		
CAPITAL CATALYST		ORIGINAL	06/30/2024			06/30/2024		Payments	Amount	06/30/2024		12/31/2023	
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	BALANCE	To Date	Written Off	NOTES	GL Balance	Difference		
010-15000	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	\$102,500.00	\$0.00	102500	010-43000-00 CAPCAT INT-SLIPSTREAM-102,500
010-16000	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	\$42,000.00	\$0.00	42000	010-43001-00 CAPCAT INT-LOC-SLIPSTREAM
010-16000	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	\$27,500.00	\$0.00	27500	010-43005-00 CAPCAT INT-INVENTALATOR
010-15011	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	\$97,500.00	\$0.00	97500	010-43011-00 CAPCAT INT-SCANALYTICS
010-15012	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	\$77,500.00	\$0.00	77500	010-43012-00 CAPCAT INT-INVENTALATOR 77500
010-15018	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	\$51,050.00	\$0.00	51050	010-43016-00 CAPCAT INT-RECRUITCHUTE \$51K
<b>TOTALS</b>		<b>\$601,264.00</b>	<b>\$601,264.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$398,050.00</b>	<b>\$117,501.04</b>	<b>\$102,000.00</b>		<b>\$398,050.00</b>	<b>\$0.00</b>		
010-16000	CAP CAT-LOAN LOSS RESERVE		\$0.00	0.00	0.00	\$0.00				\$0.00			
HOUSING		ORIGINAL	06/30/2024			06/30/2024		06/30/2024		06/30/2024		12/31/2023	
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	BALANCE	To Date	Written Off	NOTES	GL Balance	Difference		
010-18000	CDBG HOUSING-H0301	\$8,220.00	\$8,220.00	0.00	0.00	\$8,220.00				\$8,220.00	\$0.00	8220	
010-18001	CDBG HOUSING-A8416	\$10,203.84	\$10,203.84	0.00	0.00	\$10,203.84				\$10,203.84	\$0.00	10203.84	
010-18003	CDBG HOUSING-B0935	\$18,420.02	\$18,420.02	0.00	0.00	\$18,420.02				\$18,420.02	\$0.00	18420.02	
010-18006	CDBG HOUSING-C0932	\$8,062.00	\$8,062.00	0.00	0.00	\$8,062.00				\$8,062.00	\$0.00	8062	
010-18009	CDBG HOUSING-J8802	\$10,818.00	\$10,818.00	0.00	0.00	\$10,818.00				\$10,818.00	\$0.00	10818	
010-18011	CDBG HOUSING-L8501	\$11,000.00	\$11,000.00	0.00	0.00	\$11,000.00				\$11,000.00	\$0.00	11000.00	
010-18013	CDBG HOUSING-P0654	\$11,000.00	\$11,000.00	0.00	0.00	\$11,000.00				\$11,000.00	\$0.00	11000	
010-18016	CDBG HOUSING-V902	\$12,504.15	\$12,504.15	0.00	0.00	\$12,504.15				\$12,504.15	\$0.00	12504.15	
010-18025	CDBG HOUSING-M0801	\$18,422.00	\$18,422.00	0.00	0.00	\$18,422.00				\$18,422.00	\$0.00	18422	
010-18020	CDBG HOUSING-B0803-0901	\$34,448.00	\$34,448.00	0.00	0.00	\$34,448.00				\$34,448.00	\$0.00	34448	
010-18020	CDBG HOUSING-H013-2016	\$8,000.00	\$8,000.00	0.00	0.00	\$8,000.00				\$8,000.00	\$0.00	8000	
010-18031	CDBG HOUSING-H0#4	\$37,795.00	\$37,795.00	0.00	0.00	\$37,795.00				\$37,795.00	\$0.00	37795	
010-18038	CDBG HOUSING-H0#14	\$14,871.00	\$18,000.00	0.00	0.00	\$18,000.00				\$18,000.00	\$0.00	18000	
010-18039	CDBG HOUSING-H0#15	\$21,990.00	\$36,815.00	0.00	0.00	\$36,815.00				\$36,815.00	\$0.00	36815	
010-18040	CDBG HOUSING-H0#18	\$4,235.00	\$4,235.00	0.00	0.00	\$4,235.00				\$4,235.00	\$0.00	4235	
010-18041	CDBG HOUSING-H0#22	\$10.00	\$0.00	(\$10.00)	0.00	\$10.00			Recording Fee for new loan/proceeds paid in June 2024	\$10.00	\$0.00		
<b>TOTALS</b>		<b>\$228,919.91</b>	<b>\$247,943.91</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$247,943.91</b>				<b>\$247,943.91</b>	<b>\$0.00</b>		
010-18999	CDBG HOUSING-LOAN LOSS RESERVE		\$0.00	0.00	0.00	\$0.00				\$0.00			
010-35000	GENERAL LOAN LOSS RESERVE		\$0.00	0.00	0.00	\$0.00				\$0.00			

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 xxxxxx3734
Bank	1st Citizens	1st Citizens	1st Citizens	1st Citizens	Associated
Interest Rate	5.53%	5.53%	5.53%	5.53%	2.27%
GL Account Number(s)	900-11100	910-11800 910-11801 910-11806	910-11702	910-11600	910-11900
<b>GL Balance as of:</b>					
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	31,000.08	975,871.43	24,867.75	14,423.58	119,111.77
01/31/2024	36,352.12	967,111.23	24,988.77	14,493.77	119,338.77
02/29/2024	14,882.76	975,482.61	25,095.73	14,555.81	119,551.53
03/31/2024	4,161.30	860,772.65	25,203.20	14,618.14	119,779.36
04/30/2024	41,597.15	868,864.87	28,799.53	14,687.31	120,000.26
05/31/2024	5,443.42	871,263.01	31,053.68	14,754.47	120,228.95
<b>Outstanding items</b>					
<b>Current Bank Balance</b>	<b>5,443.42</b>	<b>871,263.01</b>	<b>31,053.68</b>	<b>14,754.47</b>	<b>120,228.95</b>
<b>Difference:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Monthly GL bank balances may not agree with the actual month end bank account balances due to outstanding items.

**May 2024 Interest Income**

ACTION-BUS DEV-BUS PARK-XXX127	910-11800	3,979.53	May 2024 Interest Income
FACADE CKING-1ST CIT- XXX442	910-11702	138.55	May 2024 Interest Income
CDBG-HOUSING CHK-1CSB XXX450	910-11600	67.16	May 2024 Interest Income
CAP CAT-ASSOC BK XXXXX3734	910-11900	228.69	May 2024 Interest Income
INTEREST INCOME-ACTION FUND	910-48109-00	(3,979.53)	May 2024 Interest Income
INTEREST INCOME-FACADE	910-48103-00	(138.55)	May 2024 Interest Income
INTEREST INCOME-HOUSING	910-48104-00	(67.16)	May 2024 Interest Income
INTEREST INCOME-SEED FUND	910-48108-00	(228.69)	May 2024 Interest Income



# CDA Agenda Item

Meeting Date:	June 20, 2024
Agenda Item:	Request for Proposals (RFP) for Legal Services
Staff Contact (name, email, phone):	Taylor Zeinert <a href="mailto:tzeinert@whitewater-wi.gov">tzeinert@whitewater-wi.gov</a> 262-473-0148

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

The Office of Economic Development received four responses to our Legal RFP. The four responses we received are from Lindner & Marsack, Stafford-Rosnbaum, VonBriesen, and West & Dunn.

Lindner & Marsack are located in Milwaukee. The firm has a wide range of the Municipal Law experience, but had little to no experience in Real Estate Law.

Stafford Rosenbaum is located in Madison. The firm has an array of experience in municipal law of all sizes, experience in land use acquisitions, development related legal matters, TIF, zoning, annexations, and other like services. The suggested legal team has a wide range of experience from the Wisconsin Capital to the Wisconsin Town’s Association. I will also note that the City worked with Attorney Manthe while drafting a possible Special Assessment regarding Twin Oaks mobile park assessment. The City Manager and I do not for see this being a conflict of interest.

VonBriesen is located in Milwaukee. This firm has an array of experience in municipal law and serves municipalities of various sizes. They also have extensive experience in real estate law. I will also note that the City does work this firm currently when it comes to the Employment law services, the WAFC negotiations and various as-needed projects. The City Manager and I do not for see this being a conflict of interest.

West & Dunn is located in Baraboo. This firms has an array of experience in municipal law and experience with development related legal issues. The firm notes in their proposal with being in a resort town they have become well versed in development related legal matters.

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

N/A

**FINANCIAL IMPACT**  
(If none, state N/A)

N/A

**STAFF RECOMMENDATION**

I recommend that the CDA select Stafford Rosenbaum for the CDA’s Legal services. I feel that this law firm is the most well equipped firm for the CDA’s needs. I will note that I have worked with Attorney Manthe before when he worked at the Wisconsin Town’s Association in 2018. I have witnessed Attorney Manthe’s work and I have never been disappointed.

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

- |                      |                             |
|----------------------|-----------------------------|
| West & Dunn Proposal | Stafford Rosenbaum Proposal |
| Von Briesen Proposal | Lindner & Marsack Proposal  |

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**MARSACK**

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**Milwaukee**  
411 E Wisconsin Ave  
Suite 1800  
Milwaukee, WI 53202-4498

May 13, 2024

P: 414-273-3910  
F: 414-273-0522

VIA U. S. MAIL AND E-MAIL:

[tzeinert@whitewater-wi.gov](mailto:tzeinert@whitewater-wi.gov)

Taylor Zeinert,  
Interim Economic Development Director  
Whitewater Community Development Authority  
312 W. Whitewater St.  
P.O. Box 178  
Whitewater, WI 53190

[www.lindner-marsack.com](http://www.lindner-marsack.com)

Additional offices in  
Madison and Manitowish

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Contract Administration

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Labor Relations Board

Worker's Compensation  
Defense

Employment Counseling &  
Litigation Avoidance

Employee Benefits law

Business Immigration law

FMLA, FLSA, WARN &  
OSHA Compliance

Workplace Training

**Re: Response to RFP**

Dear Mr. Zeinert:

Attached to this e-mail and enclosed in this envelope are one electronic copy by e-mail of the Lindner & Marsack, SC response to the Request for Proposals (RFP) Legal Services by the Whitewater Community Development Authority' (CDA) and ten (10) hard copies of same submitted per paragraph 4 of the Terms and Conditions.

We note that if, for some reason, we are not successful in this process, paragraph 7(b) of the Scope of Legal Services to be Provided reserves CDA's "right to employ any legal counsel when there is a conflict of interest or if an attorney with expertise in a given area is needed," such that CDA can contact the undersigned at any time for specific employment-related consultation. My direct line and e-mail are below should you choose to do so or the opportunity arises.

Thank you in advance for your consideration. If we can answer any questions, please do not hesitate to reach out to discuss.

Very truly yours,

**LINDNER & MARSACK, S.C.**



Daniel J. Finerty  
DJF/

Attachment/Enclosure



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**MARSACK**  
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TO: Taylor Zeinert, Interim Economic Development Director  
 Whitewater Community Development Authority

FROM: Daniel J. Finerty

RE: CDA Legal Service Rates

DATE: May 13, 2024

Below is an outline of our current rates for the services outlined in the Lindner & Marsack, S.C. Submission to the City Development Authority of The City of Whitewater::

<b>Name</b>	<b>Legal Education</b>	<b>Firm Position</b>	<b>Experience</b>	<b>Hourly Rate</b>
Daniel Finerty	<i>Marquette, 1998</i>	Shareholder	Employment Law Compliance/Employment Litigation; Labor Relations/Collective Bargaining	\$275.00
Oyvind Wistrom	<i>Marquette, 1995</i>	Shareholder; President, Board of Directors	Employment Law; Litigation	\$285.00
Sean Lees	<i>Marquette, 2015</i>	Associate	Labor and Employment	\$245.00
Alexandra Chepov	<i>Marquette, 2022</i>	Associate	Labor and Employment	\$235.00

Professional fees are billed in increments of tenths of an hour (0.1). Our Firm does not charge for in-house copying, facsimile transmissions, long distance telephone calls, regular U.S. postage, and similar charges, which we consider part of our Firm's overhead costs. Travel time is billed at regular hourly rates plus mileage.

Finally, we are happy to negotiate these rates if doing so leads the CDA to enter into a longer-term engagement with the Firm.



**LINDNER & MARSACK, S.C. SUBMISSION TO  
THE COMMUNITY DEVELOPMENT AUTHORITY OF  
THE CITY OF WHITEWATER**

**Areas of Law Covered by Submission:**

*Employment Counseling; Employment Litigation  
(as described more fully herein)*

**May 13, 2024**



Submitted to:  
Taylor Zeinert  
Interim Economic Development Director  
Whitewater Community Development  
Authority  
312 W. Whitewater St.  
P.O. Box 178  
Whitewater, WI 53190

Submitted by:  
Daniel Finerty, Shareholder  
Lindner & Marsack, S.C.  
411 East Wisconsin Avenue, Suite 1800  
Milwaukee, WI 53202-4498  
Direct: (414) 226-4807  
Fax: (414) 273-0522  
E-Mail: [dfinerty@lindner-marsack.com](mailto:dfinerty@lindner-marsack.com)



## 1. STATEMENT OF PURPOSE.

Lindner & Marsack, S.C. (“Firm”) is pleased to provide this submission to the Whitewater Community Development Authority (“CDA”). Although the scope of services set forth in the Request for Proposal for Legal Services due May 14, 2024 is broader in scope, the Firm’s response is limited to labor and employment-related legal services as outlined below. The Firm is here as a resource for the CDA and its representatives when the need arises to consult outside counsel in these areas:

**Employment Law Compliance**

**Supervisor Training to Mitigate Risks of Costly Workplace Disputes**

**Discipline/Termination Counseling**

**Americans with Disabilities Act Accommodation**

**Family and Medical Leave Act Compliance**

**Return to Work Issues following Worker’s Compensation & Other Protected Leave**

**Employment Litigation and Dispute Resolution**

Daniel Finerty, *Marquette University Law School*, 1998, Shareholder and Member of the Firm’s Board of Directors, will be CDA’s main point of contact and will always either handle or supervise work being performed. CDA will have Finerty’s e-mail, direct office line, and mobile phone should the need for discussions arise after hours. Finerty’s current and active clients include the Wisconsin Economic Development Corporation, the County of Outagamie, the County of Kenosha, and the City of Milwaukee. In the past, Finerty has handled matters of substance for Jefferson County, Grant County, the Green Bay Area Public School District, and the City of Marinette.

Should additional high-level assistance be required, or if Finerty is not able to assist in a timely manner, Oyvind Wistrom, *Marquette University Law School*, 1995, will be available for consultation and advice. Wistrom has handled public sector matters for the Firm’s main clients, the Wisconsin Counties Mutual Insurance Company and the Community Insurance Company, for more than 20 years and, in that time, maintains a perfect record of wins in matters taken to the U.S. Court of Appeals for the Seventh Circuit.

Should assistance be necessary and provide an opportunity to reduce costs while still providing excellent work product, Sean Lees, *Marquette University Law School*, 2015, or Alexandra (Sasha) Chepov, *Marquette University Law School*, 2022, may be asked to assist.

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A few examples of the matters Finerty has handled for clients above include:

1. Addressing performance issues. A client's employee, during a discussion of performance-related failures, related that she had an appointment to see a doctor for a learning disability in one case and depression in another. Finerty worked with legal and in-house human resource personnel to assist them in carrying out justified discipline while attempting to provide accommodation and engage in the interactive process at the same time.
2. Addressing failure to provide reasonable accommodation allegations. In one matter, a former temporary employees filed an Equal Rights Division (ERD) complaint against the County and the provider of temporary personnel, a matter which eventually went to federal court. After the employee's termination-based claim was dismissed because the employee failed to exhaust administrative remedies, Finerty defended the client from the employee's claim that the client failed to reasonably engage in the interactive process due to the delay it took the client to interact with other levels of government to verify software coordination, a process which took about 4 weeks and was reasonable. In another matter, a former corrections officer filed an ERD claim against a client claiming that the employee's termination because the employee could no longer fulfill the job-related duties of the position due to inability to climb the stairs in the client's jail facility was discriminatory based upon a disability and reflective of the client's failure to engage in the interactive process. Finerty engaged in the mediation process with county officials and successfully resolved the claim in the early stages of litigation, thus saving defense costs. Finally, Finerty worked with legal and human resource personnel to navigate the termination of employee who was unable to return to work from leave for cancer treatment because, after several requests for a return-to-work date, the employee's doctors would not provide a return-to-work date or even predict when a return to work might be possible in the next several months. After termination, the employee filed an ERD complaint, which was dropped after the Division found no probable cause to believe disability discrimination or failure to accommodate a disability had occurred. No federal court litigation was initiated.
3. Family and Medical Leave Act compliance. Finerty assisted a client switching from a rolling year system to a calendar year system for administration of their FMLA leave benefits. The transition went smoothly, even with two employees then currently on leave, and no claims were filed related to the successful transition.
4. Harassment. After an employee who had previously claimed harassment leading to a supervisor's termination again claimed harassment in terms of advancement and an alleged hostile work environment, Finerty assisted human resource personnel, in cooperation with

*Lindner & Marsack, S.C. Submission*

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legal, in investigating the allegations. After the allegations were not substantiated and the result was shared with the employee and counsel to the employee, the employee was offered and accepted an offer to return to work.

5. Discrimination. After a job offer was made to an applicant, criminal charges against the applicant were revealed through a third-party source. After the charges were verified as pending, the application revealed that the charges had been pending when the employee applied and failed to disclose the pending charges, which the application requested. After determining the failure to disclose amounted to falsification, the applicant was advised the job offer was rescinded.

The matters Finerty has handled for public sector and private sector clients range from federal court litigation matters relating to the Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act and other laws to ERD matters relating to alleged age discrimination, race discrimination, disability discrimination and other matters including worker's compensation unreasonable refuse to rehire claims under WIS. STAT. § 102.35(3). More specifically, Finerty and Wistrom regularly defend employment litigation claims in the Western District of Wisconsin federal district court (Walworth and Jefferson Counties are within the Western District), the Eastern District of Wisconsin, the U.S. Court of Appeals for the Seventh Circuit, the Wisconsin Supreme Court, the Wisconsin Courts of Appeal, tribal courts, circuit courts and other federal and state courts across the United States. The two also represent clients before various administrative tribunals throughout Wisconsin in labor, employment and worker's compensation defense matters, including litigating on clients' behalf before the Department of Workforce Development agencies, the U.S. Equal Employment Opportunity Commission, the U.S. Department of Labor, and in state, federal, and tribal courts across Wisconsin and the nation.

On a day-to-day basis, Finerty and Wistrom counsel both clients with regard to state, federal and local compliance issues such as the development of employment policies and handbooks, employee discipline and discharge, development and evaluation of wage and hour practices/Fair Labor Standards Act compliance, negotiation of employment agreements and severance agreements, design and implementation of effective drug testing programs, affirmative action plans, management of employee leaves of absence/FMLA and ADA compliance (often in conjunction with worker's compensation leave), investigation of and/or guidance on proper investigation of employee complaints, provide disciplinary and pre-termination counseling, litigation avoidance strategies and employee and supervisory training on sexual harassment and leadership-related topics.

*Lindner & Marsack, S.C. Submission*



Aside from litigation, both Finerty and Wistrom take the time to discuss litigation matters with their public sector and other clients to keep them informed at each stage, to ensure that they can decide what options are preferable for their relative constituencies, to create a general outline and “game plan” targeted at what success looks like for them, and to execute that plan towards successful resolution. That “game plan” is always subject to change as conditions change for any reason determined by the client.

That said, prior to an actual dispute being filed in a formal setting, Finerty and Wistrom, as a rule (not an exception), regularly engage in negotiation of employment disputes with current and former employees whether an employee appears *pro se* or by counsel. These negotiations generally entail the development of an effective, persuasive story that speaks directly to the dispute and any circumstances that may be dispositive of the employee’s alleged dispute as well as an attempt to find common ground in order to obtain a beneficial resolution. The goal of these early negotiations – resolution of a dispute and securing an early release of claims – is generally more cost-effective under the circumstances than allowing a dispute to proceed through the system where it may drain essential financial resources that can be attributed to other key areas of concern. In addition, Finerty and Wistrom know and understand that strong negotiations from a place of strength that lead to an effective release of claims allows the Firm’s quasi-public and public sector clients to get back to their core mission.

Other examples of recent employment litigation matters Finerty and Wistrom have handled for quasi-public sector and public sector entities include the following:

**Quasi-Public:** *McGee v. Oshkosh Defense, LLC et al.*, W.D. Wis. Case No. 18-cv-705-wmc (Oct. 28, 2019 (opinion and order dismissing Plaintiff’s complaint that the Wisconsin Economic Development Corporation (WEDC) violated the Americans with Disabilities Act (“ADA”) when it failed to hire him, in failing to hire him and violated his federal and state law rights by conspiring to steal his innovations and inventions, sexually assaulting him, threatening him, retaliating against him, and defaming him because he failed to file a Notice of Claim against WEDC as a “political corporation” as required by WIS. STAT. § 893.80(1d) and because his allegations also fail to state a claim for an ADA violation due to his failure to file an EEOC charge against WEDC in the first instance); *Hauser-Wallace v. Wisconsin Economic Development Corp.*, ERD Case No. CR201800146 (ERD, Sept. 28, 2019) (complainant withdrew claims that WEDC refused to reasonably accommodate a disability, discriminated against her in compensation because of disability, discriminated against the Complainant in terms or conditions of employment because of disability, and terminated her employment because of disability filed after the Complainant was unable to return to work, unable to provide a return-to-work date, or obtain any medical release or estimation of when such release may be issued).

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**Public:** *Opalescent v. Manpower US Inc. and the County of Outagamie.*, Case No. 22-C-1118 (E.D. Wis. Apr. 16, 2024) (denying the Plaintiff’s second motion for extension of time for discovery and for protective order, granting the County’s motion to compel Plaintiff’s deposition, granting motion to deem Plaintiff’s failure to respond to requests for admission to be facts deemed admitted, granting the County’s motion for attorney’s fees and costs, and warning Plaintiff that if the conduct continued the case would be dismissed); *Opalescent v. Manpower US Inc. and the County of Outagamie.*, Case No. 22-C-1118 (E.D. Wis. Feb. 15, 2024) (ordering Plaintiff to respond to the County’s outstanding discovery requests within ten days of the date of the order); *Opalescent v. Manpower US Inc. and the County of Outagamie.*, Case No. 22-C-1118 (E.D. Wis. Mar. 30, 2023) (decision and order dismissing Plaintiff’s constructive discharge claim against Defendants because ERD complaint only presented facts consistent with allegations that Defendants failed to reasonably accommodate her disability but did not contain any allegations that she was constructively discharged); *Henderson v. City of Madison*, 2024 U.S. Dist. LEXIS 20565, 2024 WL 418737 (W.D. Wis. Feb. 5, 2024) (granting the City’s Rule 12(b)(6) motion to dismiss after former officer was issued a *Brady* letter after resigning his employment based on the City’s determination that the officer was dishonest in connection with his law enforcement duties because defamation, even if shown, is not enough to invoke the procedural safeguards of the Fourteenth Amendment and because it was impossible for the plaintiff to show that he were deprived of a constitutionally protected liberty interest due to his resignation); *Kressin v. Jokala*, 2024 U.S. Dist. LEXIS 14534, 2024 WL 307490 (W.D. Wis. Jan. 24, 2024) (granting the City’s Rule 12(b)(6) motion to dismiss on the same basis as in *Henderson*); *Oconomowoc Area School District v. Gregory L. Cota*, 2024 WI App 8, App. No. 2022AP001158 (Ct. App.) (*pending review*) (holding the District’s termination of the complainants based upon civil, municipal charge information it received did not constitute unlawful employment discrimination in violation of the “arrest record” provision of the Wisconsin Fair Employment Act, which reversed the circuit court and ordered remand to LIRC to dismiss on the merits); *Ho-Chunk Nation Legislature v. Gerald Cleveland, Sr.*, Case No. SU 19-06 (Ho-Chunk Nation Supreme Court Case, Mar. 29, 2021) (reversing Trial Court holding that declaratory relief was proper, finding that the appellee Legislature had not presented a justiciable controversy for adjudication and did not have standing to sue the client former Chair of the 2017 Ho-Chunk Nation General Council Meeting for alleged procedural errors committed during the meeting); *Robles v. Green Bay Area Public School District*, Case No. 12-C-1172 (E.D. Wis. Apr. 15, 2014) (dismissing race discrimination claim by former teacher on summary judgment as employee submitted no admissible evidence that would undermine the Defendant’s assertion that she was not meeting its legitimate expectations and could not meet *prima facie* burden) *aff’d* *Robles v. Green Bay Area Public School District*, App. No. 12-C-1172 (7th Cir. Apr. 14, 2015) (unpublished) (*per curiam*); *Robles v. Green Bay Area Public School District*, Case No. 12-C-1172 (E.D. Wis. Oct. 17, 2013) (granting Rule 37 sanctions and

*Lindner & Marsack, S.C. Submission*



reimbursing in part defendant's costs of appearing at a deposition skipped by plaintiff's counsel who took a last minute vacation to Wisconsin Dells); *Madison City Attorneys Association (MCAA) Local 4562, AFT-W, AFL-CIO v. The City of Madison*, Case AP M-075 (Arb. Marvin Hill Dec. 31, 2012) (prevailed on the City's behalf in two cases that reaffirmed the rights of a public sector employer to implement economically motivated layoffs for budgetary reasons under the Wisconsin Supreme Court's *City of Brookfield* decision); *Wisconsin Council, AFSCME, AFL-CIO, and its affiliated locals 2085, Richland County Courthouse Employees and 2085-C, Richland County Professional Employees v. Richland County*, Dec. No. 33079-A (Nielsen, Aug. 1, 2011) (Furloughs) *aff'd* Dec. No. 33079-B (WERC Aug. 30, 2011) (affirming County's right to impose economically-necessary layoffs upon bargaining units in the face of unprecedented economic challenges in line with the *City of Brookfield* decision).

Additional examples are available upon request.

*Worker's Compensation Defense.*

Finerty and Wistrom regularly represent employers defending WIS. STAT. § 102.35(3) claims filed by employees who have either been terminated, lost hours, experienced a wage decrease or other job change following return to work from a workplace injury. This claims is not insurable through CDA's worker's compensation carrier and must be defended by CDA.

Should the Village wish to extend this relationship to provide legal advice, counsel, or representation in underlying worker's compensation matters, we are happy to discuss such an arrangement.

## 2. GENERAL INFORMATION.

For over 100 years, the Firm has been engaged by large and small public sector entities at all levels to provide winning strategies to solve our clients' most pressing legal challenges within its sole area of expertise, Labor and Employment law, its singular focus. Among the recognition that the Firm has received for its work with the clients that have entrusted us to handle their legal challenges include:

- Six Lindner & Marsack, S.C. attorneys rated *AV Preeminent* by [Martindale-Hubbell](#).
- For 2024, Finerty was rated a Martindale-Hubbell *Client Champion*.
- Lindner & Marsack, S.C. has been recognized among the [Best Law Firms](#) with a National Ranking in *Appellate Practice* and a Regional Ranking in *Appellate Practice, Employment Law–Management, Labor Law–Management, Workers' Compensation Law–Employers* and *Litigation–Labor & Employment*.
- Six Lindner & Marsack, S.C. attorneys recognized as [Best Lawyers](#) in the noted practice areas.

*Lindner & Marsack, S.C. Submission*



**L I N D N E R**  
  
**M A R S A C K**  
 ATTORNEYS AT LAW

- Lindner & Marsack, S.C. attorneys are regularly recognized as *SuperLawyers* or *Rising Stars* by [\*SuperLawyers Magazine\*](#).
- Lindner & Marsack, S.C. has been recognized by [Chambers and Partners](#) for more than 14 years as a “[s]trong labor and employment boutique” and its strong “capabilities in employment disputes, regularly acting on behalf of public sector clients” in addition to Chambers’ specific recognition of Wistrom for the last 6 years.

These accolades stand testament to the strength of the Firm’s client relationships and the laudable results the Firm achieves for its clients achieve every day. Government entities, businesses and organizations need, and rightly expect, a legal partner who can achieve results efficiently and cost-effectively. The Firm approaches every labor and employment law matter and every client with this simple premise by regularly providing viable alternatives, considering the business and legal support for each, and not hesitating to provide a “gut” feeling on the options, from best to least, in an unbiased manner in order to guide decision-making while realizing it is not our role to be the decision-maker. In this way, the Firm commits to its clients, and to CDA, that it will:

- Provide a road map of solutions to CDA’s most pressing challenges in each individual matter in order to define the route, assess the costs and risks, and assist CDA in deciding on a course of action and, in the end, reaching their goal(s), whether early resolution or an ultimate victory.
- Save money for CDA through a proactive, preventive approach. While the Firm is proud of the numerous court victories its attorneys have achieved, it is the millions of dollars saved by the Firm’s clients through appropriate training, planning and pre-termination assessment that makes litigation unnecessary. That proactive approach drives the Firm’s attorneys every day.
- Provide a team of labor and employment law attorneys who are superb communicators and know when to speak as well as when to listen.
- Work with CDA’s insurance partners and other professional advisors, always keeping in mind that the central focus must be providing cost-effective, timely, and coordinated advice.
- For those cases that cannot be resolved, the Firm commits to aggressively litigate to win while taking advantage of strategic opportunities to seek cost-effective resolutions when it is to CDA’s advantage.

*Lindner & Marsack, S.C. Submission*



When providing these legal services, we are happy to work with internal personnel employed by CDA or, as necessary, insurance adjusters for claims arising under any insurance coverage available to the Village, such as Employment Practice Liability Insurance coverage, if applicable.

### **3. SERVICES TO BE PROVIDED.**

The Firm is well-equipped to provide all the labor and employment-related legal services with regard to the specific practice areas outlined above, including the coordination with any insurance carriers as may be necessary throughout our work, something we do virtually every day for our other public sector clients.

If the Firm cannot handle an employment-related litigation matter or any other work, for some unknown or unanticipated reason, we commit that we will ensure the names of at least three (3) experienced, qualified attorneys (not firms) with public sector experience and legal expertise to assist are provided. The Firm is happy to modify the attorneys who are included in this response to accommodate, as necessary.

### **4. RELATED PROPOSAL REQUIREMENTS.**

A. Responsible Attorney. Daniel Finerty will be the responsible attorney and single point of contact for CDA, including assignment of legal work, billing issues and/or other issues that may arise during the course of our relationship. Daniel, a Shareholder and Member of the Board of Directors with Lindner & Marsack, S.C., with almost 26 years of experience, has been with the Firm since 2012:

Daniel Finerty  
 Lindner & Marsack, S.C.  
 411 E. Wisconsin Ave., Suite 1800  
 Milwaukee, WI 53202-4498  
 Direct: (414) 226-4807  
 Mobile: (414) 232-7992  
 E-Mail: [DFinerty@lindner-marsack.com](mailto:DFinerty@lindner-marsack.com)

Authorized officials for CDA will be provided with direct phone lines, e-mail addresses and mobile phones for all the attorneys included in this Response. Background and biographical information for all four attorneys are attached to this Response, all of whom are duly licensed to practice law in Wisconsin.

*Lindner & Marsack, S.C. Submission*

**LINDNER**  
  
**MARSACK**  
 ATTORNEYS AT LAW

Mr. Finerty will communicate regarding potential costs and the attorney who would be most effective at timely and cost-efficient completion of any assigned work. He may ask other attorneys to get involved due to a defined need for a particular area of expertise, an hourly rate that is comparatively lower to accomplish some defined task or set of tasks that may be more time-consuming but require comparatively less experience or an additional attorney or attorneys to handle an increased workload and/or a particular project. These attorneys include Oyvind Wistrom, Sean Lees, and Alexandra Chepov. A copy of biographical sketches for the referenced attorneys and our firm resume is attached for your convenience.

B. Current Municipal Governmental Clients. We represent and have represented many municipal clients from cities and villages to counties and large school districts.

i. **Wisconsin Economic Development Corporation**. The Firm has provided employment litigation defense and other employment law counseling and advice to this quasi-governmental body since it was selected in an RFP process in 2016 and re-selected in 2019 over 4 other competing firms for Employment Law. Contact: Jennifer Campbell, Chief Legal Officer, (608) 210-6811. E-mail: [Jennifer.campbell@wedc.org](mailto:Jennifer.campbell@wedc.org)

ii. **Wisconsin Municipal Mutual Insurance Company (WMMIC)**. The Firm has been engaged as defense counsel in litigation of various employment litigation claims for Jefferson County, Kenosha County, LaCrosse County, Outagamie County, and St. Croix County since 2015. Contact: Jackie Kaul, AINS, AIC, CCP, Senior Liability Claim Representative. Phone: (608) 229-6819. Email: [jkaul@wmmic.com](mailto:jkaul@wmmic.com).

iii. **Wisconsin Counties Mutual Insurance Company/Community Insurance Company (WCMIC/CIC)**. These entities provide insurance for 52 of the 72 counties in Wisconsin and numerous municipalities and school districts throughout the state. Our Firm has provided pre-loss claim support and defense litigation of all labor and employment related claims for the majority of their insureds. The Firm has provided legal services to both WCMIC and CIC for 20+ years. Contact: Dave Bisek, Senior Vice President Claims & Litigation Management, Aegis Corporation. Phone: 262-781-7020. Email: [dave@aegis-wi.com](mailto:dave@aegis-wi.com).

iv. **Kenosha County**. The Firm provides employment compliance counseling and support for the County since 2019 in addition to providing employment litigation defense through its insurance carrier, WMMIC. Contact: Jennifer Kopp, First Assistant Corporation Counsel, Kenosha County Corporation Counsel's Office. Phone:(262) 925-8021. Email: [jennifer.kopp@kenoshacounty.org](mailto:jennifer.kopp@kenoshacounty.org).

*Lindner & Marsack, S.C. Submission*



v. **Outagamie County.** The Firm has provided the County with employment litigation defense through its insurance carrier, WMMIC, in a number of matters since 2016. Contact: Kyle Sargent, Corporation Counsel, Outagamie County. Phone: (920) 832-1522. Email: [kyle.sargent@outagamie.org](mailto:kyle.sargent@outagamie.org).

vi. **City of Milwaukee.** The Firm was retained to handle a ERD matter filed against the Office of the City Attorney by the Judiciary and Legislation Committee, a matter which was successfully resolved. Contact: Robin Pederson, Deputy City Attorney, City of Milwaukee. Phone: (414) 286-2676. Email: [rpederson@milwaukee.gov](mailto:rpederson@milwaukee.gov).

Over time, the Firm also represented the following public sector employers in labor and employment matters:

- Clark County
- Calumet County
- Jefferson County
- Manitowoc County
- Marinette County
- Milwaukee County
- Polk County
- St. Croix County
- City of Beaver Dam
- City of Milwaukee
- City of Horicon
- City of Hurley
- City of Lodi
- City of Milwaukee
- City of Sheboygan
- City of Waukesha
- Village of Bayside
- Village of Brownsville
- Village of Fox Point
- Village of Menomonee Falls
- Orfordville Fire District
- Town of Beloit
- Beloit Fire Department
- North Shore Fire Department

If necessary, contacts can be provided for these limited engagements.

C. Fee Schedule. A fee schedule is provided as directed along with this submission. Should CDA wish to extend our engagement to include Worker’s Compensation defense or include any other attorneys within the Firm into this engagement, we are happy to provide additional information upon request and/or modify this engagement as necessary. Further if the Firm can differentiate itself by negotiating these hourly rates, we are happy to discuss and try to reach an accommodation that works for CDA.

The proposed rates are based on the traditional hourly arrangement where work is done, billed the following month and paid as agreed. We are willing to extend a percentage discount for payment within 30 days to be discussed. Should the CDA wish to provide a retainer against



services to be billed, we may agree to a further rate reduction dependent upon the amount of the retainer that would be deposited into the Lindner & Marsack, S.C. Client Trust Account.

Regardless, work would be performed and billed as normal. CDA then would have 5 days from receipt of an invoice to review any invoiced amounts and, if a dispute arose regarding certain charges, we would not deduct those charges from the retainer until a dispute was resolved. However, if no dispute arose, which we expect, we would have the right to deduct the invoiced amounts. Any retainer paid to the Firm would be credited toward services to be performed – we don't need a retainer to hold CDA's place in our system and ensure that we can respond in a timely fashion.

for our services.. Please describe the parameters and charges with specific attention given to the scope of services that would be included or excluded from the retainer. 5. The fee schedule should include charges for services not included in the retainer or hourly charges. Examples would include mileage, postage, telephone charges. 6. The CDA seeks a three-year agreement with the selected firm and proposals should reflect a three-year service contract quote with the ability to terminate upon 60 day written notice given by either party.

## 5. EVALUATION CRITERIA.

A. Scope and Cost of Services. These topics are addressed elsewhere in this response. However, for clarity and budget predictability, Lindner & Marsack, S.C. offers the following in addition to the foregoing outline of its services:

i. *Regular E-Alerts*. The Firm regularly issues E-Alerts on breaking Labor, Employment and Worker's Compensation related topics including, more recently, the Pregnant Workers Fairness Act, the Department of Labor changes to the annual salary threshold for Executive, Administrative, and Professional employees as well as Highly Compensated Employees and the Federal Trade Commission's attempt to outlaw non-competition agreements in employment. This webinar is on Thursday, May 23, 2024, from 8:00 a.m. and registration can be found at the following website: <https://events.teams.microsoft.com/event/ed02780d-9a13-4260-9401-462b1032ca40@385ea059-a511-489a-96ad-174540752cbb> (last access, May 13, 2024). We would be happy to specifically tailor any presentation for CDA, complimentary, and present a second time at the site of your choosing for a sponsored breakfast meeting or a "brown bag" lunch session.



ii. *Training.* To add value, if CDA needs training for employees on sexual harassment prevention, training for management personnel on how to properly conduct performance reviews or other labor or employment-related topics, we are happy to work with CDA in order to ensure that we are able to do so in an efficient and cost-effective way.

iii. *Alternative fee arrangements.* We are happy to discuss mutually-advantageous flat fee arrangements to handle regular, predictable work within the scope of this response in order to ensure CDA obtain an acceptable level of budgetary predictability that is essential in the public sector while also ensuring the work is completed by its trusted outside partner.

iv. *Rate reductions.* If selected, and the Firm is able to lock in these rates for a period of two to three years, we may offer a percentage reduction off our regular hourly rates for fees in a calendar year once work that is billed and paid above an agreed threshold or, alternatively, provide a credit for outstanding invoices paid inside a 30-day window.

## 6. TERMS AND CONDITIONS.

The Firm acknowledges the terms and conditions set forth and provides the following information in addition to the information specified by CDA.

All attorneys that will perform work assigned by CDA will be licensed by the State Bar of Wisconsin and have not been the subject of any disciplinary proceedings by the Office of Lawyer Regulation or any other regulatory body.

The Firm maintains the following insurance policies: Lawyers Errors & Omissions (QBE Insurance Corporation, 7/1/2023-7/1/2024); General Liability/Auto: Travelers Property Casualty Company of America, 10/1/2023-10/1/2024); Workers Compensation (Travelers Indemnity Company of Connecticut, 10/1/2023-10/1/2024); and Cyber Insurance (At-Bay Insurance Services LLC (08/11/2023-08/11/2024) . Declaration pages for these policies can be provided upon request.

The Firm agrees that, in connection with the performance of work under this contract, it will not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, as required by federal and Wisconsin law.

*Lindner & Marsack, S.C. Submission*



*Conclusion*

In the preparation of this response, the Firm made a specific decision *not* to include numerous attorney biographies and Firm marketing materials that will likely make other firms' submission to the RFP much heavier. Our submission is solely targeted to provide specific responses with regard to labor and employment-related areas. We respect our clients' time – it is how we practice each day.

We thank you in advance for consideration of this proposal. If you have any questions regarding this submission, please contact Daniel Finerty via e-mail at [dfinerty@lindner-marsack.com](mailto:dfinerty@lindner-marsack.com) or by phone at (414) 226-4807.

**LINDNER**  
  
**MARSACK**  
 ATTORNEYS AT LAW



Daniel Finerty is a Shareholder with the Firm who concentrates his legal practice on representing and counseling private and public sector clients in labor and employment law and compliance matters in front of administrative agencies, federal and state courts and in labor arbitration. Daniel has represented Wisconsin counties and cities as well as private sector employers in long-term care, healthcare, hospitality, transportation, construction, manufacturing, the service sector and other industries. As an Employment Attorney, he has handled litigation matters involving Title VII, the Fair Labor Standards Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, the Occupational Safety

and Health Act, the Wisconsin Fair Employment Act, as well as other federal, state, local law and tribal ordinances.

He regularly works with, or at the request of, his clients' Employment Practice Liability Insurance carriers with whom he has positive working relationships, achieving the best outcomes possible in a cost-effective manner while stressing the high client service ideals of his EPLI carrier partners. He has also represented several agencies of various Tribal Nations, their business entities and Employment Practice Liability Insurance carriers in employment disputes arising under tribal ordinances, in constitutional disputes and related litigation in tribal court and other disputes arising under tribal law.

Daniel prides himself on achieving his clients' most important goals through his strong written and verbal advocacy as well as his skilled negotiation to cost-effectively resolve claims. He recognizes that clients see value in both a complete "win" against a litigious employee as well as a successful, cost-effective resolution of a contentious matter.



**LINDNER**  
**&**  
**MARSACK**  
ATTORNEYS AT LAW



Oyvind Wistrom, a Shareholder and President of the Firm's Board of Directors, has practiced his entire legal career in the field of labor and employment law with the Firm. His current practice is focused primarily on the litigation of employment claims, equal employment matters, and the development and oversight of personnel policies and procedures.

Mr. Wistrom also devotes a significant portion of his law practice to counseling private companies and municipal corporations in various employment matters, including discharge and discipline issues, employment contract matters, wage & hour disputes, reductions in force/severance matters,

discrimination/retaliation, harassment, family and medical leave (FMLA) issues, as well as individual rights and responsibilities in the workplace.

Mr. Wistrom has successfully litigated innumerable discrimination and other alleged unlawful employment claims before various state and federal courts, as well as numerous administrative agencies. He has served as first chair in several state and federal civil trials, but seeks to avoid trial when possible. To that end, he has obtained summary judgment for defendants in more than 30 employment discrimination/civil rights lawsuits and has defended appeals of those favorable employment decisions before the Seventh and Eleventh U.S. Circuit Courts of Appeal. He has also prosecuted and defended restrictive covenant matters in Wisconsin and across the United States involving non-competition agreements, non-solicitation agreements and confidentiality/non-disclosure agreements. With his extensive background in labor and employment law, Mr. Wistrom is a frequent speaker on various employment related topics and is actively engaged with numerous local human resource organizations and charitable organizations.

**LINDNER**  
**MARSACK**  
ATTORNEYS AT LAW



Sean E. Lees is an associate at Lindner & Marsack, S.C., who strives to protect his clients' interests by providing practical legal advice in labor and employment matters. His practice

covers a broad range of issues, including employment discrimination defense, collective bargaining, and labor arbitration. Prior to joining Lindner & Marsack, Mr. Lees focused primarily on labor and employment law in his work representing public sector unions throughout Wisconsin. In addition to his labor work, Mr. Lees gained significant experience litigating civil cases at the circuit court level and successfully represented clients in cases before the Wisconsin Supreme Court. Mr. Lees now focuses on helping management assess risk and navigate complex legal issues to make the best decision possible in each situation.

Prior to attending law school, Mr. Lees played Division I college football at Wofford College in Spartanburg, South Carolina. This experience taught him valuable lessons about teamwork and dedication that he uses to help his clients when challenging situations arise.

**LINDNER**  
  
**MARSACK**  
 ATTORNEYS AT LAW



Alexandra S. Chepov is an attorney at Lindner & Marsack, S.C. whose practice is dedicated to providing employers with comprehensive legal advice and rigorous representation in labor and employment matters. Ms. Chepov represents and defends employers in a wide variety of labor and employment issues, including: wage and hour (FLSA), employment discrimination, harassment and retaliation (Title VII, ADA, ADEA), family and medical leave (FMLA), restrictive covenant agreements (non-competition, non-solicitation, confidentiality), severance agreements, business immigration and general labor relations disputes.

# # #

Coming from a family of business owners, Ms. Chepov understands the value of implementing state-of-the-art employment policies and maintaining proper employment practices to avoid litigation. Aside from navigating employers through the complexities of litigation, a fundamental component of Ms. Chepov's practice is working proactively with employers of all sizes to customize employment practices and policies that best promote their business interests and objectives.

Prior to joining Lindner & Marsack, S.C., Ms. Chepov gained valuable experience as a law clerk, particularly with respect to general litigation and labor union representation. Ms. Chepov received her Bachelor of Arts in Political Science from the Indiana University – Bloomington. Ms. Chepov received her Juris Doctor from Marquette University Law School. While in law school, Ms. Chepov served as the President of the Moot Court Executive Board, participated in the honor's moot court competition, and competed in the national labor and employment moot court competition.



Benoit Letendre  
[bletendre@westdunn.com](mailto:bletendre@westdunn.com)  
608-729-9270

May 10, 2024

*Via U.S. Mail*


Taylor Zeinert, Interim Economic Development Director  
Whitewater Community Development Authority  
312 W. Whitewater St.  
P.O. Box 178  
Whitewater, WI 53190

**Re: Proposal for City CDA Attorney Services**

Dear Taylor Zeinert,

I write on behalf of West & Dunn, LLC in response to the RFP published by the Community Development Authority of the City of Whitewater. As an attorney with substantial experience representing municipalities, at a firm with an even greater amount of experience representing municipalities, this proposal presents the CDA with a highly competent and experienced candidate to serve as CDA counsel at a competitive rate.

Our firm has extensive experience representing businesses, individuals, and municipalities in matters including complex litigation, transactions, contract drafting and review, ordinance drafting, and the provision of legal advice related to day-to-day operations as on-call general counsel. I previously served as corporation counsel for a Wisconsin county and currently provide legal counsel to several municipalities. Significant to this RFP, I have substantial experience working with bond counsel, addressing all legal matters related to tax increment finance districts, and abatement and redevelopment law. We routinely advise municipal entities on litigation avoidance, interactions with state and federal agencies, public records issues, emerging legal issues and complex legal questions, and all insurance related questions including working with insurance counsel.

West & Dunn, 214 1st Street, Suite 200, Baraboo, WI 53913  
[www.westdunn.com](http://www.westdunn.com) | 608-535-6420 |  |  |  | 

My firm represents a Wisconsin municipality that is one of the largest tourist destinations in the Midwest. Through this work, I have gained significant experience in the areas that bear directly on the Whitewater CDA's legal needs (including advising a CDA). For example, my firm has set up tax increment finance districts with base values in the tens of millions of dollars and increment values approaching seventy million dollars. We have used revenues generated by these districts to improve local infrastructure such as roads, bike trails, sewers and parks. Additionally, my firm regularly assists with large scale development projects proposed by local resorts that require legal counsel related to pre-development and development agreements, liaison with bond counsel, securing funding sources (including, when appropriate, CDA funding) condemnation proceedings, executing raze orders, establishing reimbursement incentive programs and working with some of the country's largest financial institutions.

West & Dunn has substantial experience in municipal law and municipal governance as a firm. Across our three offices, West & Dunn currently represents numerous Cities, Villages, Towns, Utility Districts. I would serve as the primary attorney for the CDA while delegating work to my firm's team as appropriate in order to minimize costs. Part of the municipal law team at West & Dunn includes associate attorneys Andrew Adams and Sean Griffin who have years of experience representing municipal entities in a variety of matters ranging from advising Boards and Councils as general counsel, to negotiating with opposing counsel during the drafting of agreements, to tax challenges and general litigation matters. I believe that this proposal meets the needs of the CDA as I understand them, and I believe West & Dunn is a good fit to serve the City of Whitewater CDA.

Please note that hourly rates for services provided by my firm for the duration of the three year contract would be \$250 per hour for services partner level attorneys perform, including me, \$205 per hour for services performed by associate level attorneys, and \$125 per hour for services performed by staff members at a paralegal or other legal assistant level. While we would be happy to entertain a flat fee structure or a hybrid flat fee/hourly rate agreement, we have found that our clients generally prefer the hourly billing structure. We generally do not charge for postage and mileage. I am hopeful that you find these rates acceptable and well within the range of market rates for this type of work.

Please feel free to contact me at the telephone number or email address above with any questions or concerns. I look forward to your reply and await the opportunity to be of service to the City of Whitewater CDA.

Sincerely,  
WEST & DUNN, LLC



Benoit Letendre

BML | hs

Enc. Rate Schedule

Proposed Attorneys

West & Dunn Municipal Contacts



Benoit Letendre  
[bletendre@westdunn.com](mailto:bletendre@westdunn.com)  
608-729-9270

May 10, 2024

*Via U.S. Mail*

Taylor Zeinert, Interim Economic Development Director  
Whitewater Community Development Authority  
312 W. Whitewater St.  
P.O. Box 178  
Whitewater, WI 53190

**Re: Proposal for City CDA Attorney Services**

**CITY CDA ATTORNEY SERVICES FEE SCHEDULE**

Item Description	Base Rate	Comments
Partner Rate	\$250.00/hr	Includes Attorney Benoit M. Letendre
Associate Rate	\$205.00/hr	Includes Attorneys Andrew J. Adams and Sean P. Griffin
Staff Rate	\$125.00/hr	Includes all staff
Miscellaneous Fees	Billed at cost	Includes filing, service, mailing, and other fees incurred by West & Dunn in the course of representation.

West & Dunn, 214 1st Street, Suite 200, Baraboo, WI 53913  
[www.westdunn.com](http://www.westdunn.com) | 608-535-6420 | | | |



Benoit Letendre  
[bletendre@westdunn.com](mailto:bletendre@westdunn.com)  
608-729-9270

May 10, 2024

*Via U.S. Mail*

Taylor Zeinert, Interim Economic Development Director  
Whitewater Community Development Authority  
312 W. Whitewater St.  
P.O. Box 178  
Whitewater, WI 53190

**Re: Proposal for City CDA Attorney Services**

Below please find a list of West & Dunn, LLC's proposed attorneys with their years of relevant experience.

Benoit M. Letendre*	Licensed Since 2010	14 Years of Experience in Municipal Law
Andrew J. Adams	Licensed Since 2018	6 Years of Experience in Municipal Law
Sean P. Griffin	Licensed Since 2023	1 Year of Experience in Municipal Law
Richard W. Cross	Licensed Since 1977	35 Years of Experience in Municipal Law
David. J. Pawlowski	Licensed Since 1990	14 Years of Experience in Municipal Law

\* denotes principal attorney





Benoit Letendre  
[bletendre@westdunn.com](mailto:bletendre@westdunn.com)  
608-729-9270

May 10, 2024

*Via U.S. Mail*

Taylor Zeinert, Interim Economic Development Director  
Whitewater Community Development Authority  
312 W. Whitewater St.  
P.O. Box 178  
Whitewater, WI 53190

**Re: Proposal for City CDA Attorney Services**

Below please find a list of West & Dunn, LLC's current municipal clients. Each of them have consented to West & Dunn sharing this information with you.

Village of Lake Delton	Timothy McCumber	(608) 254-2558 ext. 227
Town of Merrimac	Stephanie Brensike	(608) 493-2588
City of Two Rivers	Greg Buckley	(920)793-5532
Town of Liberty	Pam Petersen	(920) 758-3707
Town of Liberty Sanitary Sewer District	Peggy Lentz	(920) 773-2791
Town of West Kewaunee	Dan Kassner	(920) 255-2751

West & Dunn, 214 1st Street, Suite 200, Baraboo, WI 53913  
[www.westdunn.com](http://www.westdunn.com) | 608-535-6420 | | | |

TAGLaw International Lawyers

Alan Marcuvitz  
Direct Telephone  
414-287-1401  
alan.marcuvitz@vonbriesen.com

May 14, 2024

Taylor Zeinert, Interim Economic Development Director  
City of Whitewater Community Development Authority  
312 W. Whitewater Street  
P.O. Box 178  
Whitewater, WI 53190

Dear Ms. Zeinert:

Please accept our proposal to provide Legal Services for the Community Development Authority of the City of Whitewater. The attorneys and staff at von Briesen & Roper, s.c. have a passion for urban redevelopment that is only matched by their experience and success. We would welcome the opportunity to partner with the CDA in its future redevelopment efforts. Thank you for your consideration.

Very truly yours,

von BRIESEN & ROPER, s.c.



Alan Marcuvitz, Shareholder  
von Briesen & Roper, s.c.

**VON BRIESEN & ROPER, S.C. PROPOSAL TO  
THE CITY OF WHITEWATER COMMUNITY DEVELOPMENT AUTHORITY**

**1. Profile and history of yourself and/or firm including attorneys in the firm and a list of principals. Indicate the attorney(s) who will be responsible for work with the CDA.**

**a. Profile and history of the firm.**

von Briesen & Roper, s.c. (von Briesen) is a 120-year old law firm based in Wisconsin with over 180 professionals. We take great pride in being a Wisconsin law firm. We believe that our Wisconsin values of common sense, effective advocacy and value, and result-driven services resonate favorably with clients.

One would be hard-pressed to find a law firm with a more experienced roster pertaining to redevelopment. For example, von Briesen is intimately involved in land-use and zoning issues, and has a certified urban planner and zoning administrator on the team. As a result, we have recently been retained by two municipalities to complete a total re-write of their respective zoning codes. We regularly represent both private and government clients in land-use and zoning issues, and have extensive experience in all facets of such processes from ordinance drafting to public hearings. Additionally, we have drafted and assisted government clients in approving planned unit development districts. Many von Briesen attorneys have extensive municipal law experience. Specifically, Chris Smith has been the Village Attorney for Mount Pleasant and the City Attorney for South Milwaukee for many years, and is able to handle any type of municipal law issue that may arise, including open records, open meetings and public hearing issues.

Alan Marcuvitz is the top eminent domain attorney in the State of Wisconsin, and is recognized nationally as a leader in this practice area. Led by Alan, the von Briesen team has a vigorous eminent domain practice, representing both governmental entities and property owners. Some of our major development initiatives began with eminent domain proceedings, including the Foxconn/Microsoft project in the Village of Mount Pleasant, the redevelopment of the former General Motors plant in the City of Janesville, and the redevelopment of blighted areas in the cities of Sheboygan and Manitowoc.

Our team has drafted and shepherded countless development agreements through the approval process, ranging from standard pay-go agreements to more creative agreements that sometimes did not involve the use of TID incentives. We have represented municipal governments in deals ranging from various types of residential, commercial, industrial, health care and more. As part of our roles as advisors to the Village, we offer opinions as to appropriate developer incentives, which requires us to analyze financial pro-formas and the market, generally. In some cases, we have recommended that the development agreement include a “look-back” provision upon project stabilization to guard against over-incentivization. In summary, we are extremely experienced with development agreements.

Overall, von Briesen is a leader in urban renewal and real estate law. We frequently present on these topics for the League of Wisconsin Municipalities (LWM), Wisconsin City/County Manager Association (WCMA) and our own Town Hall presentations, which our municipal clients are invited to attend. Alan Marcuvitz has authored pattern jury instructions for eminent domain cases, and will lead the 19<sup>th</sup> annual Condemnation Appraisal Symposium at Marquette Law School in May 2024. In addition to being effective practitioners in this area, our team educates others throughout the state on urban renewal issues and questions.

**b. Profile and history of the attorneys and responsible attorney.**

**Lead Attorney: Alan Marcuvitz.** Alan has been practicing real estate law for more than 60 years, and has been an integral part of some of the largest development deals in state history. We propose that Alan will oversee our Team's work, will primarily advise in terms of vision and concepts, and will be directly involved in complicated redevelopment issues.

**Assisting Attorney: Chris Smith.** Chris has many years of experience as a municipal attorney, and has successfully guided many municipal clients through the redevelopment process. Chris has worked closely with Alan on the Microsoft project in Mount Pleasant and other current projects. Chris is comfortable in meetings with elected officials, municipal staff, and public meetings.

**Assisting Attorney: Alexandra Don.** Alexandra is a very active attorney in Wisconsin real estate law. She has experience in visioning complex negotiations and has an ability explain the intricacies of a deal in a way that the client and public will understand.

**Land Use and Development Advisor: Sam Schultz, AICP, CNU-A.** von Briesen recruited Sam to its real estate team last year primarily to enhance the services that von Briesen can provide to its clients in the development area. Sam is a certified urban planner, and has served as the community development director and zoning administrator for the Village of Mount Pleasant. Sam is able to assist local planning staff in creating a plan for portions of a municipality, or for a specific site pegged for redevelopment. He can also assist in drafting zoning amendments, including PUD's.

**Specialty Attorney: David Ruetz.** It is not uncommon for environmental issues to arise in the redevelopment process. On such occasions, Dave supports our redevelopment team. Dave has over 30 years of experience in the environmental field, including work as an environmental attorney, the president of an environmental consulting/engineering firm, and administrative director of a governor-appointed natural resource advisory council. As an environmental scientist, Dave has performed numerous Phase I and Phase II Environmental Site Assessments, environmental regulatory compliance audits, remedial assessment of petroleum and chlorinated solvent contaminated sites, and water permitting projects.

**2. List of all current municipal government or Community Development Authority clients including the name and telephone number of the current client.**

Following is a partial list of municipal clients that we have represented, or currently represent, in a development/redevelopment capacity:

- Village of Brown Deer
- City of Janesville
- City of Manitowoc
- City of Sheboygan
- City of South Milwaukee
- Village of Caledonia
- Village of Mount Pleasant
- City of Glendale
- Village of River Hills
- City of Burlington

The following municipal government clients may be contacted about our representation:

**Village of Mount Pleasant**

Maureen Murphy, Village Administrator

[mmurphy@mtpleasantwi.gov](mailto:mmurphy@mtpleasantwi.gov)

262-664-7800

**City of South Milwaukee**

Patrick Brever, City Administrator/Economic Development Director

[Brever@smwi.org](mailto:Brever@smwi.org)

414-768-8047

**City of Janesville**

Kevin Lahner, City Manager

[lahnerk@ci.janesville.wi.us](mailto:lahnerk@ci.janesville.wi.us)

608-755-3177

**Village of Brown Deer**

Tyler Burkart, Village Manager

Nate Piotrowski, Community Development Director

[tburkart@browndeerwi.org](mailto:tburkart@browndeerwi.org) and [npiotrowski@browndeerwi.org](mailto:npiotrowski@browndeerwi.org)

414-371-3050 and 414-371-3061

**City of Manitowoc**

Eric Nycz, City Attorney

[cityattorney@manitowoc.org](mailto:cityattorney@manitowoc.org)

920-686-6990

## Proposed Legal Services Agreement

This Agreement is between the City of Whitewater Community Development Authority (hereinafter referred to as "CDA") and von Briesen & Roper, s.c. (hereinafter referred to as "Service Provider") for legal consultation services. In consideration of the mutual agreements contained herein, the CDA and Service Provider agree as follows:

**1. The CDA will:**

- a. Pay the Service Provider amounts invoiced to the CDA for services rendered. Service provider shall bill the CDA as described in Service Provider's proposal dated May 14, 2024. Payment shall be completed in monthly installments. Service Provider does not charge for mileage, postage or telephone charges. Any expenses accrued by the Service Provider would be passed along as actual costs to the CDA.

**2. The Service Provider will:**

- a. Provide legal services and consultation to the CDA primarily in the area of property development and related issues.
- b. Attend CDA meetings and/or public hearings as requested by the CDA.
- c. Provide all other remaining services contemplated in their submitted proposal.

**3. Duration.**

This Agreement will be valid for three-years upon both parties signing and will be effective no later than December 31, 2027. This Agreement may be cancelled on sixty (60) days written notice of either party.

**4. Use of Name**

It is understood and agreed that the name of the CDA may not be used by the Service Provider or its agents in any public promotional materials without prior approval.

**5. Independent Contractor.**

It is understood and agreed that the Service Provider is an independent contractor for the performance of all services described within this Agreement.

**6. Assignment.**

This Agreement and interests hereunder are not to be assigned.

**7. Liability.**

The CDA represents that it does not carry any insurance covering liability of its independent contractors, including the Service Provider. Service Provider is solely responsible for obtaining any insurance coverage that may be necessary to carry out its business, including workers compensation coverage and/or liability coverage as dictated by state statute. Nothing in this agreement is intended to abrogate the immunities or limitations of liability as enumerated in Wis. Stat. §893.80 that may be asserted by either the CDA or the Service Provider.

- 8. **Wisconsin Law.**  
This Agreement shall be governed by and construed with the laws of the State of Wisconsin.
- 9. **Complete Agreement.**  
This Agreement represents the entire of listing of the terms between the parties. This Agreement may be modified only in writing by an amendment signed by both parties.
- 10. **Endorsement.**  
By endorsing this Agreement both the Service Provider and the CDA indicate that each has the authority to bind to the terms of this Contract.

City of Whitewater  
Community Development Authority

von Briesen & Roper, s.c.

\_\_\_\_\_  
Tyler Zeinert,  
Interim Economic Development Director

\_\_\_\_\_  
Alan Marcuvitz, Shareholder

Date

\_\_\_\_\_

\_\_\_\_\_

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### CDA Legal Services Rates

**Current fee schedule:**

<b>Name</b>	<b>Hourly Rate to City</b>	<b>Hourly Rate if Reimbursed to City</b>
Alan Marcuvitz	\$425	\$530
Christopher R. Smith	\$350	\$450
Alexandra Don	\$250	\$300
Samuel R. Schultz	\$235	\$270
David P. Ruetz	\$410	\$500

We are proposing a reduced hourly rate for any fees that are not ultimately reimbursed to the City from a third party (i.e. a developer, pursuant to an obligation to reimburse the City for any third-party fees related to a development agreement and ensuing project), and a premium rate when such fees are subject to reimbursement. Note that our premium rates are well within the range of what developers pay for attorneys of our experience and skill, and we have yet to hear an objection when these fees are reimbursable to a municipality. Furthermore, unless a specific attorney is requested by the City, we plan to utilize team members with the lowest hourly rates whenever possible (i.e. to attend non-controversial CDA meetings). Our minimum billing increment is 6 minutes. Our invoices include activity descriptions for each team member. Above is the description of our proposed hourly rates using this hybrid formula.

Upon execution of a development agreement in which the developer is obligated to reimburse the City for our fees, we will issue an invoice to the City to be passed through to the developer. Upon payment, the City would then pay von Briesen the difference in the developer's bill and any payments the City had already paid to von Briesen for the particular matter under the reduced rate structure.





To Taylor Zeinert, Interim Economic Development Director

From Attorneys Rick Manthe, Larry Konopacki, and Derek Panches

Date May 13, 2024

Re Community Development Authority Legal Services

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Stafford Rosenbaum LLP (“Stafford”) is pleased to provide this Proposal in response to the City of Whitewater Community Development Authority’s (“the CDA”) Request for Proposals for Legal Services (the “Request”). We are very interested in providing these legal services for the CDA. After reviewing this Proposal, please do not hesitate to contact Attorney Rick Manthe, the proposed lead attorney for this project, at 608.259.2684 or [rmanthe@staffordlaw.com](mailto:rmanthe@staffordlaw.com) with any additional questions you may have about our firm, our attorneys, or our experience.

### **I. STAFFORD ROSENBAUM: ABOUT THE FIRM**

Backed by 60 attorneys, Stafford is a multidisciplinary firm of practical and innovative lawyers representing clients in a wide range of matters. Stafford’s primary office is located in Madison; the firm also has an office in Milwaukee. Our firm has a rich history that stretches back to 1879: one of hard work, dedication to clients, and commitment to excellence.

Client service is the cornerstone of our practice, and we strive to act as strategic partners to our clients by leveraging our experience to provide innovative, responsive, and cost-effective legal services. We understand that the law is often a means to accomplish our clients’ objectives, and we pride ourselves on our intimate understanding of their operations and the challenges they face. We know that municipalities face constant new challenges, whether it is economic development or adjusting to new laws, and we have the knowledge and experience to help them confidently adapt to a constantly changing landscape with legal solutions. With Stafford’s representation, the CDA would receive client services of both the highest quality and priority.

Longstanding client relationships are one of the surest measures of a law firm’s success in meeting its clients’ needs for legal services. Stafford lawyers pride themselves on developing client relationships that are productive, professional, and collegial. We view

our client relationships as partnerships—we work together to accomplish client goals efficiently and effectively. We serve clients by staffing matters leanly, working efficiently, and thinking creatively while never reinventing the wheel. In order to better serve our clients, Stafford has also made a major commitment to understand and utilize the best available legal resource materials and technology in our law practice.

## **II. LEGAL SERVICES**

One of Stafford Rosenbaum's recognized strengths is our expertise as representation and counsel for local governments and special purpose entities. Our municipal work frequently overlaps with municipal and administrative law; environment, land use, water law; and public utilities law. Our Government Law team actively works with a variety of local government units throughout the State of Wisconsin, serving as both general and special counsel. Our experience is broad enough to address all of the CDA's needs but deep enough to advise it on complex issues in the areas of community development, land use and zoning, municipal and administrative law, real estate law, tax incremental financing, and more that may arise from time to time.

Our team has extensive experience in strategizing and implementing plans for community development. We have assisted our municipal clients in successfully implementing multimillion-dollar developments, such as corporate headquarters, multi-family and mixed-use projects, redevelopments involving environmental remediation, and industrial projects. While our practice primarily involves representing municipalities, our experience in representing private developers means that we bring a collaborative and pragmatic approach to finding creative solutions to bring projects to fruition. And, while our team may be based in Madison, we believe that is actually beneficial to the CDA for legal services, because our firm is less likely to have conflicts with any potential developers or adverse parties that would prohibit us from representing the CDA.

Additionally, Stafford Rosenbaum is a full-service law firm. We have experts that are able to assist in the multitude of issues that arise in the development context. We have extensive experience with environmental and administrative law, whether it is remediation work, obtaining permits from the Wisconsin Department of Natural Resources, or even addressing issues with railroads. No matter what issues the CDA will face, we will have an attorney with experience that can help navigate the challenges confronting the CDA.

Our ability to communicate and work collaboratively not only serves our clients well, but also allows us to enjoy long-term relationships with them—and we have a track record that demonstrates our success in effective representation. While the proposal asked for a list of all of our firm's municipal clients, that list is extensive, and includes previously representing the City of Whitewater itself. However, we have not obtained consent to provide a list of the well over 50 municipalities and governmental entities we represent. However, we are happy to provide the CDA with the following municipal client references.

Matt Giese  
 Village Administrator  
 Village of Cottage Grove  
[mgiese@villageofcottagegrove.gov](mailto:mgiese@villageofcottagegrove.gov)  
 (608) 839.4704

Trent Campbell  
 Executive Vice President  
 Beaver Dam Area Development Corporation  
 (920) 887.4661  
[bdadc@ci.beaverdam.wi.gov](mailto:bdadc@ci.beaverdam.wi.gov)

Jean M. Werbie-Harris  
 Community Development Director  
 Village of Pleasant Prairie  
[CommunityDevelopment@pleasantprairiewi.gov](mailto:CommunityDevelopment@pleasantprairiewi.gov)  
 (262) 925.6717

Martin Shanks  
 Village Administrator  
 Village of Oregon  
[mshanks@vil.oregon.wi.us](mailto:mshanks@vil.oregon.wi.us)  
 (608) 835.6280

### **III. PROPOSED LEGAL TEAM**

Stafford has extensive experience solving the legal matters that the CDA faces. All of our attorneys are licensed to practice in the State of Wisconsin. Attorney Rick Manthe will act as lead attorney and oversee the legal services for the CDA; other attorneys whom we expect to be involved are Larry Konopacki and Derek Panches. Atty. Manthe would undertake a team approach to providing service to the CDA. Professional biographies of each attorney and a summary of the services provided are attached.

*Proposed Legal Team:*

**Lead Attorney Rick Manthe**, Partner  
 222 W. Washington Ave, Suite 900  
 Madison, WI 53703  
 (608) 259.2684  
[rmanthe@staffordlaw.com](mailto:rmanthe@staffordlaw.com)

**Attorney Larry Konopacki**, Partner  
 222 W. Washington Ave, Suite 900  
 Madison, WI 53703  
 (608) 259.2607  
[lkonopacki@staffordlaw.com](mailto:lkonopacki@staffordlaw.com)

**Attorney Derek Punches**, Senior Associate  
222 W. Washington Ave, Suite 900  
Madison, WI 53703  
(608) 259.2691  
dpunches@staffordlaw.com

#### **IV. LEGAL FEES**

Stafford Rosenbaum proposes to provide legal services at the hourly rates listed in Exhibit A.

As a general practice, statements are issued by the firm at least monthly, unless otherwise directed by the CDA. Billings are itemized to the one-tenth hour and indicate the date of the service performed, the attorney performing the service, and a detailed description of the legal service rendered. The CDA would be charged for the actual time spent on any given matter and will receive the benefit of our experience on similar matters.

Actual costs and disbursements would be itemized and billed on the next monthly statement. No markup is added to costs and disbursements. The costs anticipated to result in a charge to the CDA are filing and recording fees, costs of certified copies of public documents, lien searches, title insurance premiums, postage, mileage (at the 2024 per-mile federal reimbursement rate), and express delivery. Sales tax may be added to an expense item if the expense is taxable. We may forward some invoices for expenses (such as title insurance) directly to the CDA for payment.

We believe you will find that Stafford Rosenbaum has the experience to provide effective representation to the CDA. We have limited the description of our firm and our areas of practice; therefore, if the CDA has specific questions as to our experience in areas of law that are not covered here, we will be happy to supplement the information we have provided. Further information about the firm is also available at [www.staffordlaw.com](http://www.staffordlaw.com).

We would be pleased to undertake representation of the CDA of the City of Whitewater. We understand and agree that if Stafford Rosenbaum is selected, the parties will enter into an initial agreement that will commence on an agreed-upon date that is to be determined.

If you have any further questions or require any additional information, please don't hesitate to let us know. Thank you for your consideration.

Sincerely,



Attorney Rick Manthe



## Rick Manthe | Partner



(608) 259.2684



rmanthe@staffordlaw.com

Rick is a partner in Stafford Rosenbaum's Madison office, leading the firm's Government Law team and serving on its Environment & Land Use Law team. His practice focuses on local government, representing municipalities across Wisconsin in all facets from special projects to day-to-day operations, specializing on matters like the negotiation of complex development agreements, zoning and land use, and advising on liquor licensing.

Additionally, Rick has an extensive election law background. He advises municipalities on election administration, such as challenges to electors, processing ballots, record requests, and post-election challenges

Rick regularly presents at local government conferences on various issues related to municipal law. Rick also worked as Legal Counsel for the Wisconsin Towns Association where he provided legal assistance to the nearly 1,250 towns in Wisconsin.

### EDUCATION

- ◆ University of Wisconsin Law School, J.D., *cum laude*
- ◆ University of Wisconsin – Stevens Point, B.A., *cum laude*

### PROFESSIONAL AFFILIATIONS AND COURT ADMISSIONS

- ◆ State Bar of Wisconsin
  - Administrative & Local Government Law Section, Board of Directors
- ◆ American Constitution Society
  - Madison Lawyers Chapter, Board of Directors
- ◆ Dane County Bar Association



## Larry Konopacki | Partner



(608) 259.2607



lkonopacki@staffordlaw.com

Larry Konopacki's practice has focused on issues related to environmental law, natural resources, agriculture, administrative law, government affairs, local governments, energy and other utilities, and other various regulatory matters.

Prior to joining Stafford Rosenbaum, Larry worked as an attorney for more than a decade with the Wisconsin Legislative Council, which provides nonpartisan legal services to the Wisconsin State Legislature. In that capacity, Larry was closely involved in developing legislation on a wide range of topics, including numerous initiatives related to all of his primary practice focus areas along with matters related to transportation, rural development, property rights, alcohol beverage regulation, taxation, emergency management, economic development, business promotion, tourism, and consumer protection.

Larry was the instructor of a class at UW-Madison on agricultural business law for more than ten years, he has served on or supported a number of agency advisory committees and legislative study committees, and he has served as a volunteer instructor at the University of Wisconsin Law School. Larry has been a frequent presenter to various groups regarding matters in his primary practice areas, including programs sponsored by the State Bar of Wisconsin, the Wisconsin Department of Natural Resources, and associations of Wisconsin local governments, and serves on the Madison College Paralegal Advisory Board. Larry also authors legal articles and blog posts often and earned a 2023 Top Contributor recognition from the State Bar of Wisconsin.

Larry is admitted to practice in Wisconsin and the federal Western District of Wisconsin.

### EDUCATION

- ◆ University of Wisconsin Law School (J.D.)
- ◆ University of Wisconsin-Madison (B.S., Natural Sciences)

## Derek J. Punches | Attorney



(608) 259.2691



dpunches@staffordlaw.com

Attorney Derek Punches is a senior associate based in the firm's Madison office. His practice focuses on municipal law, environmental and land use law, public utility and energy law, and government relations. Derek provides general and special counsel services to several Wisconsin municipalities and special purpose districts, including work on residential and commercial developments. He has worked on issues related to wetlands, WPDES and waterways permits, and municipal sewer and water ordinances. In addition, Derek is a registered lobbyist working on legislative and administrative rulemaking matters related to municipal wastewater facilities.

Derek has positioned himself as a subject matter expert, frequently authoring pieces on topics related to his practice. He has written articles for the League of Wisconsin Municipalities' *The Municipality* magazine and the State Bar's Environmental Law Section Blog, as well as posts for the firm's legal blog.

Prior to joining Stafford Rosenbaum, Derek was heavily involved with Wisconsin lawmaking. He worked for the Wisconsin State Legislature for more than a decade and also spent time with the Wisconsin Department of Transportation. In the Legislature, Derek specialized in advising legislators and stakeholders on all aspects of public policy development and working extensively on the development of legislation and the agency administrative rulemaking.

Derek is admitted to practice in Wisconsin.

### EDUCATION

- ◆ University of Wisconsin Law School, J.D., *cum laude*
- ◆ University of Wisconsin-Madison, B.A., Political Science

### PROFESSIONAL AFFILIATIONS AND COURT ADMISSIONS

- ◆ State Bar of Wisconsin
  - Environmental Law Section Board of Directors
- ◆ Member, Dane County Bar Association



Partners

Johanna Allex  
Ryan Braithwaite  
Laura Callan  
Amy Collins O’Hara  
David Davis  
Erin Deeley  
Matthew Dregne  
Olivia Dunn  
James Egle  
Kyle Engelke  
Matthew Fisher  
Katherine Harrell  
Tiffany Highstrom  
David Hollander  
Christopher Hughes  
Eileen Kelley  
Paul Kent  
Bryan Kleinmaier  
\*Larry Konopacki  
Jamie Konopacky  
Jane Landretti

Richard Latta  
Margaret Lund  
\*Rick Manthe  
Jill Martin  
Jessica Mederson  
Anthony Menting  
Pamela Floor  
Douglas Poland  
Jared Potter  
Olivier Reiher  
Denasha Scott  
Scott Seid  
James Severson  
James Statz  
Clementine Uwabera  
Iana Vladimirova  
Ted Waskowski  
Vanessa Wishart  
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Seep Paliwal  
\*Derek Panches  
Scott Smith  
Rachel Snyder  
Pahoua Thao  
Katherine Tompson

Of Counsel

David Billing  
Thomas Brush  
Bruce Huibregtse  
Robert Kilkelly  
Michael Lund  
Barbara Neider  
Loren Paulson  
Anne Schacherl  
Thomas Solheim  
Terrence Thom

\*CDA Attorneys

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**CDA LEGAL SERVICES RATES  
STAFFORD ROSENBAUM LLP  
EXHIBIT A**

<u>Type of Services</u>	<u>Description of Services</u>	<u>Hourly Rates</u>
Land Use and Development Related Services	Advising and representing in the review, processing, and action on land use and development-related matters, including annexation, zoning, land division, tax increment financing, sewer service area amendments; negotiating and drafting permits, agreements, and other documents relating to land use and development issues.	Partners \$335 Associates \$265 Paralegals \$150

Additional Services, including Litigation and Environmental Services

Rates for other matter types will be determined on a case-by-case basis and will be mutually agreed upon by the CDA and Stafford Rosenbaum prior to providing any legal services.

Miscellaneous costs (e.g. filing and recording fees, costs of certified copies of public documents, lien searches, title insurance premiums, postage, mileage at the 2024 per-mile federal reimbursement rate, and express delivery.

Actual costs and disbursements would be itemized and billed on the next monthly statement. No markup is added to costs and disbursements. Sales tax may be added to an expense item if the expense is taxable.



# CDA Agenda Item

Meeting Date:	June 20, 2024
Agenda Item:	Ordinance 5.28 regarding Mobile Food Establishments
Staff Contact (name, email, phone):	Taylor Zeinert <a href="mailto:tzeinert@whitewater-wi.gov">tzeinert@whitewater-wi.gov</a> 262-473-0149

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

The Office of Economic Development has seen an increased interest of entrepreneurs to either start a food truck or bring their food truck to our community. To help promote this growing business and interest, City Staff has spent more time on the permits and ordinances related to food trucks in our Community. Staff have determined that our current policies need updating. The City’s intern, Cameron Zeinert, worked with the City’s Attorney, Jonathan McDonell, to create this ordinance. Staff feels that updating this ordinance will help promote new businesses and entrepreneurs in our area.

This draft was presented to the Common Council at the May 21<sup>st</sup> Meeting. The Common Council gave significant feedback regarding the ordinance. Additionally, the Common Council asked that the ordinance be sent to the CDA for their review and feedback.

Staff has revised the ordinance based on the suggestions of the Common Council. Attached to this memo is the revised ordinance. Please note that these proposed additions will be added to section 5.28 which pertains to transient merchants.

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

N/A

**FINANCIAL IMPACT**  
(If none, state N/A)

N/A

**STAFF RECOMMENDATION**

N/A

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

The Proposed Ordinance.

### 5.28.35 Transient Merchants as Mobile Food Establishment (MFE'S) and Outdoor food sales

- I. Purpose- The purpose of this section is to provide guidance for a specific subset of transient merchants called, Mobile Food Establishment (MFE) as well as guidance for Outdoor food sales. The goal of this ordinance is to regulate and manage Mobile Food Establishments within the City of Whitewater no matter of the event. There a five key reasons for implementing, such an ordinance:
  - a. **Public Health and Safety:** The MFE ordinance, with its comprehensive regulations on food handling, preparation, and storage, plays a pivotal role in ensuring the food sold by mobile vendors is safe for consumption. By upholding health and safety standards, the ordinance protects against foodborne illnesses, safeguarding public health.
  - b. **Zoning and Land Use:** MFE ordinances typically address where mobile food vendors can operate within the city, including restrictions on locations near sensitive areas like schools, hospitals, or residential neighborhoods. Zoning regulations help maintain the character of different areas within the city and prevent conflicts between mobile vendors and established businesses or residents.
  - c. **Consumer Protection:** The ordinance may require MFE operators to obtain licenses or permits, which can help ensure that vendors are operating legally and complying with relevant regulations. This gives consumers confidence that the food they purchase from mobile vendors meets specific standards and is sold by legitimate businesses.
  - d. **Economic Development:** Mobile food vending, a potential economic booster, can provide entrepreneurial opportunities and diversify the food options within the city. The MFE ordinance, by creating a supportive framework, can foster the growth of this sector while balancing the interests of mobile vendors, brick-and-mortar establishments, and the community at large.
  - e. **Aesthetic and Environmental Considerations:** The ordinance may include regulations that address issues such as littering, noise pollution, and visual clutter associated with mobile food vending. By imposing standards for cleanliness, waste management, and vehicle appearance, the ordinance helps ensure that MFE operations enhance rather than detract from the aesthetic quality of public spaces.
- II. Definitions. A Mobile Food Establishments, otherwise known as an MFE, includes any moveable vehicle, intrastate railway car, pushcart, trailer, or boat from which food is sold or served within the city limits. This includes, but is not limited to, food trucks, trailers, and carts. MFE's and other outdoor food sellers may operate on public or private property to sell food directly to consumers.
  - a. **Moveable Vehicle:** A moveable vehicle, whether motorized or non-motorized, is a versatile means of transportation that can be relocated from one place to another. In the Mobile Food Establishments (MFE) context, these vehicles serve as adaptable platforms for selling or serving food within the city limits. They can be trucks, vans, or cars, all equipped to prepare and sell food items, showcasing their potential for various food vending scenarios.

- b. **Intrastate Railway Car:** An intrastate railway car is a rail transport vehicle operating within a single state's boundaries. In the context of MFE, an intrastate railway car can be converted or used to sell or serve food products. It provides a unique mobile platform for food vendors to reach consumers in various locations within the city.
- c. **Pushcart:** A pushcart, a small, wheeled cart that is manually pushed or pulled, offers a convenient option in MFE. It typically consists of a platform or container used for displaying and selling goods, including food items. In the context of MFE, pushcarts are mobile food vending units stationed at different locations within the city, offering food products directly to consumers, emphasizing their ease of use and direct interaction with consumers.
- d. **Trailer:** A trailer is a non-self-propelled vehicle towed by a motorized vehicle, such as a truck or car. In the context of MFE, trailers are often used as mobile food vending units equipped with cooking and serving facilities. They can be parked at various locations within the city to serve food to customers.
- e. **Boat:** In the context of MFE, a boat refers to a floating platform or vessel from which food is sold or served. It provides a unique mobile food vending option for waterfront areas or events held near bodies of water within the city limits.

### III. Licensing Requirements

- a. A license is required for all Mobile Food Establishments (MFE.)
  - i. Every MFE within the City of Whitewater shall be licensed. No person shall operate, sell, vend from, use an MFE, or otherwise engage in any activities regulated by this article unless the MFE holds the appropriate or valid license from the City. Each owner shall apply for and hold a Transient Merchant license for each unit in the City prior to the use of such establishment within the City.
- b. Transient Merchant License and Application
  - i. Initial application. Each owner desiring to conduct or engage in activities regulated by this article shall file a written application with the City Clerk or designee on form provided by the City Clerk for a Transient Merchant license for each individual establishment. No person may operate, conduct or engage in activities regulated by this article without filing an application for such license or without holding an appropriate license under this article. The City Clerk, Chief of Police, Fire Chief, Common Council, and/or their appropriate designee may amend and require such information on the initial application as they may, from time to time, consider desirable, proper, and/ or necessary.
  - ii. Annual. An annual permit shall be valid from July 1<sup>st</sup> to June 30<sup>th</sup>, unless sooner revoked
  - iii. Renewal Application. Each licensed MFE desiring to conduct activities regulated by this article after initial licensing shall file a written renewal application with the City Clerk or designee on a form provided by the City for each proposed MFE unit. The City Clerk, Chief of Police, Fire Chief, Common Council member, and/or designee may amend and require such information on the renewal application as they may from time to time consider desirable, proper and/or necessary.

- iv. Fee. At the time of the application a nonrefundable fee in the amount of seven dollars shall be paid to the City of Whitewater. The use of the seven dollars will be to cover the cost of the background check done by the City. This fee will also act as the annual fee for MFE's and other outdoor sellers within the City of Whitewater. Applicants for a license under this chapter must file with the City Clerk or their designee in writing which shall include.
  1. Name and physical description of the applicant
  2. Complete the permanent home and local address of the applicant and the local address from which proposed sales will be made
  3. A brief description of the nature of the business and the good to be sold
  4. If employed, the name and address of the employer, together with credentials, establish the exact relationship.
  5. Length of time for which the right to do desired business
  6. A recent photograph of the applicant, approximately two inches by two inches, shows the applicant's head and shoulders clearly.
  7. The names of at least two property owners of Jefferson and/or Walworth County, who will certify the applicant's good character and business responsibility
  8. A statement of whether or not the applicant has been convicted of any crime, misdemeanor, or violation of any municipal ordinance other than traffic violations, the nature of the offense, and the punishment or penalty assessed.
  9. The last cities, towns, or villages where the applicant carried on business (at most 3)
  10. Applicants must provide valid proof of insurance, which includes liability coverage for their business operations.
- v. No application shall be accepted for filing, nor Transient Merchant license issued or renewed, unless and until the owner and applicant possesses all necessary State and County Health Department and other required governmental agency license and permit for the MFE. Each owner or applicant, at the time of filing the City initial application and at the time of all subsequent annual renewal filings, shall provide the City Clerk proof of such other licenses and permits in such form as the City Clerk may, from time to time, deem necessary and/ or desirable.
- vi. No Transient Merchant license may be issued or renewed unless and until the MFE passes inspection of the county/state health officials and agencies, and holds proper health licensing, permits and certification.
- vii. No Transient Merchant license may be issued by the City Clerk unless and until all requirements set forth in this article have been fully and properly satisfied by the owner or applicant. The decision of the City Clerk shall be final in this regard.
- viii. Separate license for each vehicle. Each MFE shall be separately licensed and such licenses shall not be transferable to any other MFE.
- ix. License shall be displayed.

- x. License information shall be displayed.
- IV. Operation
- i. Mobile Food Establishments
1. Each MFE shall be capable of being moved and kept under control by one person. All traffic laws shall be adhered to during operation of the vehicle.
  2. Each mobile food vending vehicle shall be moved safely to and from its vending location.
  3. Each MFE shall be secured at all times so as not to injure or endanger persons or property.
  4. Each MFE shall be equipped with at least one leak-proof container for the deposit of waste, garbage, litter, refuse, and rubbish. A second leak-proof container for the deposits of recycle materials is also required. All such containers shall be kept covered with tight-fitting lids. When leaving the sales area, the licensee and their employee shall be responsible for the removal of all litter resulting from his or her business or customer's use of his or her business.
  5. Each operator is responsible shall be responsible for the cleanup of the site, and any debris or litter in the immediate area cause by the operation.
  6. Each operator, licensee and mobile food vending vehicle shall comply with all state and county laws, codes, regulations, and standards relating to serving and selling food and food products.
  7. An operator shall be personally and physically present inside or next to the cart at all time during which items are displayed or sold.
- b. Insurance requirement. Each licensee shall obtain, pay for and at all times maintain proof of and actual liability insurance coverage against personal injury, death, and property damage. Such insurance shall name the City of Whitewater and each and every one of the City's co-insured. At the time of filling the initial and all renewal applications, applicant shall provide a true and correct photocopy of a certificate of insurance and/or other proof of insurance for each MFE on the form required by the City Clerk.
- c. Regulations
- i. MFE's must be stationary at all times when sales and related activities are occurring.
  - ii. MFE's may set up and operate within the public right of way but not within travel lanes. MFE service window shall be oriented towards the curb side of the street and not to the front, rear, or travel lane side of the truck. MFE's may set up and operate within public parking lots within the hours of 9 AM to 3:00 AM only within the zoned area of the B2 district. MFE's and other outdoor sales shall be located not to obstruct a public way, impar the movement of pedestrians or vehicles, or pose a hazard or danger to public safety.
  - iii. No mobile food vending vehicle shall operate before 9:00 AM or after 10:00 PM in commercial areas.

- iv. No MFE operator or other person shall use noise-makers, other than bells, lights, or music to attract customers. Such bells and music shall not be used before 9:00 AM or after dusk (sunset on any day) anywhere. No electrical or mechanical sound generated within a vending area shall be audible beyond the establishment' area shall be audible beyond the immediate working area and in no event more than 50 feet from the establishment.
- v. An MFE may provide or allow a dining area near the establishment. The dining area shall allow no more than two tables with a maximum seating area of eight people. The dining area is allowed only during hours of operation and the dining components shall be stored and secured when the vending operation is closed.
- vi. Any power requires for the MFE located on a public right-of-way shall be self-contained
- vii. MFE's may locate in private parking lots so long as the property owner has written granted permission and all required health licenses are valid. However, the host parking lot must remain in compliance with the zoning ordinance including off-street parking requirements for the host lot. The MFE shall not block the required drive aisles and shall be at least be ten feet from the nearest edge of any building.
- viii. In City parks, MFE's and other outdoor food sellers are only allowed upon issuance of a Special permit for specific park areas designated by the Recreation Director. A special temporary permit shall be valid for a period determined by the City Manager or his/her designee. A [Special Event Permit](#) must be filed out a minimum of 45 day prior to the event.
- ix. An MFE or any other transient outdoor food seller may not operate for business on public property within 200 feet of an existing licensed restaurant establishment as measured door to vehicle along the curb line of the public street from the entry door into the existing establishment to the vehicle.
- x. MFE's and all other outdoor food sellers are strictly prohibited from selling, serving, or distributing alcoholic beverages in any capacity within the city limits.
- xi. An MFE or other outdoor food seller may not operate in any one location zoned resident or office for more than 120 minutes at a time.
- xii. Each owner, operator, and other person, whether or not licensed, who engages in any activities regulated by this article shall at all times fully and timely comply with and abide by each and every requirement and provision set forth in this article and with each and every other ordinance of the City of Whitewater, state law, and county ordinances.



# CDA Agenda Item

Meeting Date:	June 20, 2024
Agenda Item:	Innovation Center Memorandum of Understanding (MOU)
Staff Contact (name, email, phone):	Taylor Zeinert <a href="mailto:tzeinert@whitewater-wi.gov">tzeinert@whitewater-wi.gov</a> 262-473-0149

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

Attached to this memo is the most recent draft of the Innovation Center MOU that was sent to me via email on 06/12/2024 by CDA Member Joe Kromholz who represents the CDA on the Tech Park Board. The current agreement expires June 30, 2024.

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

The CDA has been discussing the Innovation Center MOU at various meetings over the past year. At our last meeting (6/16) the body had chosen to table this until a CDA attorney was hired.

**FINANCIAL IMPACT**  
(If none, state N/A)

**STAFF RECOMMENDATION**

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

- 240610 UWW WUTP MOU- new draft June REV JAK CLEAN.pdf



**MEMORANDUM OF UNDERSTANDING BETWEEN THE:  
City of Whitewater, the Whitewater Community Development Authority, Whitewater University  
Technology Park, and  
University of Wisconsin Whitewater  
CONCERNING USE AND OPERATIONS OF THE WHITEWATER INNOVATION CENTER AND  
TECHNOLOGY PARK**

This Memorandum of Understanding (hereinafter “Agreement”) is made by and between the City of Whitewater (City), the Whitewater Community Development Authority (CDA), the Whitewater-University Technology Park, Inc., (Tech Park Board), and the University of Wisconsin-Whitewater (University) (collectively the Parties).

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

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

**ARTICLE I  
TERM OF AGREEMENT**

**1.01 Initial Term.** The term of this Agreement shall be for three years beginning June 30, 2024 or date of final signature by all 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 Extension of Term.** The Agreement shall automatically be renewed on a yearly basis unless a party notifies the other Parties in writing within 180 calendar days of their intent not to extend the Agreement.

**ARTICLE II  
COMMITMENTS AND UNDERSTANDINGS**

**2.01 Party Commitments and Understandings**

- (a) The Tech Park Board shall reconstitute itself into an Advisory Panel consisting of three persons: The designated representative of the University, the designated representative of the City, and the designated representative of the CDA.
- (b) The CDA, City and University all want to be informed and share updates regarding the Whitewater University Innovation Center. For the purpose of ensuring stakeholder communications, the Advisory Panel shall meet from time to time, preferably no more than 4x / per year.
- (c) The City and CDA hereby grant 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 University may be in 118 or 120. 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.

- (d) The City/CDA shall designate an office space for the City staff.
- (e) The City/CDA shall provide property management. This includes:
- a. Greeter / security: designate a front desk and/or office space (Suite 110) for City of Whitewater Staff or contractor for property management up to 50%.
  - b. 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.
  - c. IT Services: The city will manage the equipment in 105A/B, upstairs conference room and 115 until rented, camera's, HVAC, etc.
  - d. Meeting space and sign up system: The city will administer the meeting space system
  - e. Marketing: City team member manages the marketing contract, tech park website, social media, etc. using the city innovation center budget.
  - f. City Budget: managed by city team member.
- (f) The City/CDA shall meet regularly for financial oversight, facility use, and business development. This includes addressing referrals for the growth of the center, the technology park, connections to the city and alignment of programs

## **2.02 University Commitments – Innovation Services**

- (a) The University hereby agrees to assign a University employee to serve as the manager of the Innovation Services up to 50%; 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: Programming for tenants, students, faculty, citizens
    - Assist growing businesses with on-demand coaching, referrals, etc.
    - Liaison for tenants to the University when they need students, interns, project, research, etc.
    - Navigate the Entrepreneurial Support Organizations (ESO) and Innovation Support Organizations (ISO)\_by leading, participating, referring and hosting
  - Outreach: promote center, bring in or refer events, refer potential tenants
  - Marketing: program, event budget, innovation center website (website for the WUIC for 1 year minimum), social, events, speaking, memberships, digital board et
  - Offices: UNIVERSITY Suites 118 and 120 and use of common area spaces
  - Budget: manage university innovation services budget
  - IT: Fiber, up to 3 VOP, guest internet as needed, digital board
  - Furniture: UNIVERSITY has their own, vendor machines through university
  - City Economic Development: assist and refer as appropriate
  - The responsibilities detailed in attached Appendix A.

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

(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. Termination.** 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. Discrimination.** 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. Grant Requirements.** While the grant is now paid off, all parties agree that the operation and use of the Innovation Center and Technology Park may still be subject to certain grant requirements established by the Economic Development Authority of the United States. All parties agree to abide by said grant requirements and to work cooperatively to modify, alleviate, or remove said requirements as the need arises.

**ARTICLE VI  
MISCELLANEOUS**

**6.01. Governing Law.** 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.

**6.02 Supersedes Prior Agreements.** This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the Parties related to the management and use of the Whitewater University Technology Center located at 1221 Innovation Dr, Whitewater, WI 53190.

**ARTICLE VII  
SUCCESSORS AND ASSIGNS**

**7.01. Successors and Assigns.** 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. Amendment.** 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. Counterparts.** 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. Severability.** 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. Third Party Beneficiaries.** 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**







Rachelle Blitch  
Director of Financial and  
Administrative Services  
P.O. Box 690  
Whitewater, WI 53190

Item 7.

Phone: (262) 473-1380

Email: rblitch@whitewater-wi.gov

Date: June 10, 2024

To: Community Development Authority,  
Economic Development Director

From: Rachelle Blitch, Director of Financial and Administrative Services

Re: Meeper Technology Loan Investigation

The staff was tasked with investigating the delinquent loans that were written off for Meeper Technology in March 2023. The data collection process included reviewing CDA Meeting Minutes and videos, loan documents, financials, business plans, emails, legal correspondence, policy manuals, and payment history to obtain a comprehensive understanding. Below are our findings:

1. During a discussion with Comptroller Karen Deiter, she explained that the process of writing off a loan begins with acquiring official documentation from an attorney certifying the company's insolvency. Upon receiving this confirmation, the documentation is submitted to the Community Development Authority (CDA) for review and approval.
2. A memo (**Exhibit 1**) dated March 16, 2023, from Steve Hatton stated that the Community Development Authority (CDA) had determined Meeper was no longer a viable company and that the loans would be written off. However, I could not find any supporting communication for this claim. It was also noted that this matter was not listed as an action item on the CDA's agenda, but only as an update. I confirmed with IT that no communication was received from Liz Eversoll during that timeframe and verified on the Department of Financial Institutions (DFI) website (**Exhibit 2**) that the company had dissolved on June 1, 2024. Of the \$286,820 Meeper received, only \$79,721.98 was repaid, \$31,213.88 of principle and \$48,508.10 in interest.
3. In reviewing Meeper's history, I discovered that their CEO, Liz Eversoll, had two other LLCs and a corporation that received loans from the Community Development Authority (CDA) during 2014-2015, totaling \$871,110. SoLoMo Technology Inc. received a Capital Catalyst loan of \$102,000 (**Exhibit 3**) and a CDBG loan of \$102,510 (**Exhibit 4**). Mobile Mesh Games LLC received a Capital Catalyst loan of \$102,000 (**Exhibit 5**), a CDBG loan of \$102,510 (**Exhibit 6**), and another CDBG loan of \$21,710 (**Exhibit 7**). V2 League LLC received a Capital Catalyst loan of \$102,000 (**Exhibit 8**) and a CDBG loan of \$51,560 (**Exhibit 9**). Meeper Technology received a Capital Catalyst loan of \$102,000 (**Exhibit 10**), a CDBG loan of \$102,510 (**Exhibit 11**), and another CDBG loan of \$82,310 (**Exhibit 12**). All initial loans were issued between September 2014 and July 2015. The two additional loans were approved just as payments for the other loans were about to commence.
4. In February 2015, the Community Development Authority (CDA) discussed updating loan limitations to ensure adequate funding for applicants (**Exhibit 13**). They revised the loan limitation to a total of \$150,000 per entity. In January 2016, the CDA approved

(**Exhibit 14**) additional loans for Meeper (**Exhibit 12**) and Mobile Mesh (**Exhibit 7**) that exceeded their borrowing limits. During discussions (**1/28/2016 CDA Meeting video**), the companies' performance was noted, with reports of an additional employee hired and significant growth. However, financials submitted by Mobile Mesh in August 2016 (**Exhibit 15**) revealed they received no revenue other than a \$10,000 grant in the previous 18 months. The financials were in a spreadsheet instead of a report generated by the software and were not complete. Items I flagged were; a net loss of \$125,131.86 in 2015, salaries and payroll taxes do not tie out (payroll tax overstated) for both 2015 and 2016. The purpose of the loan was to create full-time jobs, year one only had a total of \$36,896.71 in salaries and year two through August had \$47,782.56. If we annualized this out the projected salary would be \$71,673.84 which would equate to potentially 1.25FTEs. Meeper also reported a significant loss (**Exhibit 16**). In 2015, they reported a negative gross profit of \$8,604.97 which means it cost them more to make the product than what they sold it for. This does not include any labor or overhead and they reported a net loss of \$202,888.28 for 2015. They also reported wages of \$111,822.56 for the year however, wages through August of 2016 were only \$31,052.27 yet there was a higher volume of sales in 2016 and still had a net loss of \$116,911.04.

5. It is noteworthy that during the review process, I examined additional loans to determine if a standard and consistent process was followed. Several other businesses that received funds had specific contingencies. For example, the CDA required a first-position mortgage on some properties [Jimmy's Classic Italian Beef (**Exhibit 17**)], personal guarantees for amounts significantly lower than \$100,000 [(Slipstream-**Exhibit 18**) (Thermodata – **Exhibit 19**)], and long-term leases at the Innovation Center (Thermodata-**Exhibit 19**). One business received \$50,000 upfront with the option for two additional draws of \$25,000 each, with repayment due in five years instead of ten, and the CDA required a first-position repayment status (EdViewRate -**Exhibit 20**).
6. In September 2016, an agreement was approved (**Exhibit 21**) to extend the due dates for the principal and interest on payments that were supposed to start in early 2016 for Mobile Mesh, from 12 to 24 months, without any stipulations or additional requirements. This action was in direct conflict with the Capital Catalyst Policy Manual [(April 18, 2013) (**Exhibit 26**)] Section 3(5) page 13, "Loan payments may be deferred for a maximum of twelve monthly payments (or one full year from the date the loan is originated)." Of the \$226,220 Mobile Mesh received, the only payment made to the CDA was \$1,000 (interest payment) in August 2016, until the company officially dissolved in December 2020 (**Exhibit 22**).
7. In October 2014, another company (The Learning Depot – **Exhibit 23**) requested an extension on their loans, which was approved with the condition that their financials be reviewed and that they remain current on their payments.
8. In September 2016, the CDA approved a payment deferral for SoLoMo Technology (**Exhibit 21**), from 12 to 24 months extending the due date to January 2017. Additionally, in October 2016, the CDA signed a subordination agreement (**Exhibit 24**) with Quad Graphics for up to \$3,000,000, enabling SoLoMo to secure additional funding.



SoLoMo received a total of \$204,510, but the CDA did not receive any payments before the company dissolved in December 2017 (**Exhibit 25**).

9. According to the Capital Catalyst Policy Manual [(April 18, 2013) (**Exhibit 26**)] Section 3(7) page 13, "The CDA will seek the best possible collateral position to ensure that Seed Capital Fund loans are adequately secured." However, the only agreements signed were General Business Security Agreements. It is noteworthy that in their applications, each of the LLCs indicated they had no collateral available to secure the loans [(Mobile Mesh – **Exhibit 27**) (V2 League – **Exhibit 28**) (SoLoMo – **Exhibit 29**) (Meeper – **Exhibit 30**)], with the only other funding being a small personal equity investment of \$10,000 and the remainder sourced through crowdfunding (Meeper, Mobile Mesh, and V2). SoLoMo's application notes only \$50,000 coming from grants and loans, lists the company's valuation at \$5.7M but states an appraisal isn't available and their financials (**Exhibit 31**) show they have a negative owner's equity.
10. SoLoMo was the first of the four companies to apply for the loan program and had been in business since 2012. Financial statements were included with their application (**Exhibit 31**). Upon analyzing these financials, several red flags were identified: the total stockholder's equity (fund balance) was negative \$541,453, the total long-term liabilities/loans amounted to \$727,626, and the year-to-date (YTD) net income showed a loss of \$852,638. Additionally, the financial notes indicated a YTD payroll expense of \$1,016,179, which contradicted the income statement showing total YTD expenses (including payroll) of only \$997,230. Furthermore, their \$500,000 loan from MDC was in deferral, and their rent was deferred pending additional capital. It was evident that the company was in distress, and the inconsistencies in their financials raise questions about the legitimacy of their statements.
11. V2 League received total funding of \$153,560, of which \$31,664.44, (\$22,523.19 of principle and \$9,141.25 in interest) was repaid to the CDA before the company dissolved in 2020 (**Exhibit 32**).
12. In December 2018, the CDA approved and signed another Subordination Agreement this time for Meeper to Fordham Capital Partner, LLC for up to \$350,000 (**Exhibit 33**).
13. The CDBG loans are required to have personal guarantees under the program (**Exhibit 34**) and are required to create and maintain a specific number of jobs however, none of the CDBG loans Liz Eversoll received were required to sign a personal guarantee. The loan agreement for Mobile Mesh outlines the requirements for job creation and maintenance (**Exhibit 35**) further indicating the lack of compliance with adhering to policy.
14. The Capital Catalyst Policy Manual [(April 18, 2013) (**Exhibit 26**)], Section 2, page 4, outlines the process and documentation requirements of the Seed Capital Screening Committee and the Finance and Investment Committee. According to the manual, a master file should be established for each application, including a recommendation file. However, I was unable to locate any documentation or meeting minutes detailing the committee members, their meeting dates, or the recommendations made. This lack of transparency hinders the ability to assess whether the proper procedures were followed in the initial loan recommendations

In conclusion, the investigation uncovered several critical issues in the handling of loans to Meeper Technology and related entities. These include a lack of proper documentation, communication, and transparency regarding loan write-offs, multiple loans granted despite evident financial distress and inconsistencies, deviations from standard loan procedures, and a failure to enforce collateral requirements. These findings highlight the need for the CDA to implement more stringent loan oversight and adhere strictly to established policies to safeguard public funds and ensure financial accountability in the future.

	<h2>Community Development Authority Agenda Item</h2>
Meeting Date:	March 16, 2023
Agenda Item:	Loan Program Write-offs – Provision for Doubtful Accounts
Staff Contact (name, email, phone):	Steve Hatton, <a href="mailto:shatton@whitewater-wi.gov">shatton@whitewater-wi.gov</a> , 262-473-1380

**BACKGROUND**

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

CDA Program Fund #910 includes several loan accounts that are less than likely to be fully recovered. Two actions are being taken as we close out or 2022 Financials:

1. **Loan Write-offs:** We established reserves in the past to mark the loan carrying value to market. The reserve is not sufficient to fully cover the non-collectable loans. An additional provision of 100,332.80 is necessary to fully write-off Meeper, Inc.. Recovery options were explored and deemed non-recoverable by the CDA. The following loan and loan reserves will now be written off:

<u>Borrower</u>	<u>Program / Account</u>	<u>Account</u>	<u>Amount</u>
Meeper, Inc.	Action Fund Loan	910-13504	(\$81,791.63)
	Action Fund Loan	910-13032	(\$71,814.49)
	Action Loan Loss Reserve	910-13999	\$53,273.32
	Capital Catalyst Loan	910-15004	\$102,000.00

2. **Provision for Loan Loss:** The following reserves are being established to mark loan carrying value to market:

<u>Borrower</u>	<u>Program / Account</u>	<u>Account #</u>	<u>Amount</u>
Meeper, Inc.	Provision for Action Loan Loss	910-56500-415	(\$100,332.80)
	Provision for Catalyst Loan Loss	910-56500-417	(\$102,000.00)

**PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS**

(Dates, committees, action taken)

**FINANCIAL IMPACT**

(If none, state N/A)

1. **Write-off:** Applies Reserve to Asset. No impact to fund balance or operating statement.
2. **Provision for Loan Loss:** Writes-down asset value. Will appear as loan loss expenditure in 2022 and will deplete fund balance.

**STAFF RECOMMENDATION**

N/A, Informational

**ATTACHMENT(S) INCLUDED**

(If none, state N/A)

Portfolio Summary



IS THERE A LOAN WRITE OFF  
LETTER?

ENTRY WAS MANDATORY FROM AUDITOR

JOE ASKED IF WE WERE TAKING THEIR WORD FOR  
IT OR IF WE HAD PAPERWORK. STEVE ONLY SAID  
WE PURSUED IT, BY WHAT MEANS I DONT  
KNOW.



**Community Development Authority  
Board of Directors Meeting  
MINUTES  
Thursday, March 16, 2023**

**1) Administrative Items.**

- a) **Call to Order:** Vice Chair Allen called the meeting to order at 5:34 p.m.
- b) **Roll Call:** Jim Allen, Lisa Dawsey-Smith, Joe Kromholz, Jon Kachel; ABSENT: Jason Gleason, Patrick Singer. STAFF: John Weidl (City Manager), Steve Hatton (Finance Director), Brad Marquardt (Public Works Director), Wally McDonell (City Attorney), Bonnie Miller (CDA Administrative Assistant); OTHER: Kristen Fish-Peterson (Redevelopment Resources).
- c) **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? None.
- d) **Hearing of Citizen Comments:** No formal CDA Action will be taken during this meeting although issues raised may become a part of a future agenda. Items on the agenda may not be discussed at this time. None.

**2) Approval of Minutes: Moved by Dawsey-Smith to approve the Minutes of the February 16, 2023 CDA Board Meeting; seconded by Kromholz. AYES: All by voice vote (4); NOES: None; ABSENT: Gleason, Singer. Motion passed.**

- a) **Review and Acknowledge Financial Statements:** Hatton stated that as we are closing out fiscal year 2022, this is the first the Board was receiving January and February financials for Funds 900 and 910. Hatton further stated that there was nothing noteworthy to call out. **Moved by Dawsey-Smith to acknowledge the Financial Statements for Periods Ending January 31, 2023 and February 28, 2023; seconded by Kachel. AYES: All by voice vote (4); NOES: None; ABSENT: Singer, Gleason. Motion passed.**

**3) Action Item:**

- a) **CDA Loan Programs – Establishment of 2022 Loan Loss Reserves:** Hatton stated that no action would be required for this item and provided an update documenting the status of Liz Eversoll's three Meeper loans. Eversoll has reported that Meeper has gone from a viable entity in 2021 to a non-viable entity in 2022. For accounting purposes, we are deeming those to be unrecoverable and are applying the write-offs as they already exist on the balance sheet and establishing reserves where they were not sufficient to satisfy all three of the Meeper loans on the books. Kromholz asked for clarification. Hatton referred to the memorandum included in the agenda packet which stated that Meeper had lost a significant order in their distribution channel and were ceasing operations. Hatton stated that we will continue to pursue recovery but can no longer carry them on the balance sheet. No action was taken.

**4) Updates and Discussion:**

- a) **Presentation and update by City Attorney concerning conflict of interest regulations and policies:** City Attorney McDonell provided a summary of regulations concerning conflicts of interest and perceived conflicts of interest. McDonell stated that the initial test is common sense. McDonell summarized policies covering receipt of gifts and participation in an action regarding an organization you are affiliated with or have a financial interest in. Weidl requested clarification of the definition of "member of an organization" as opposed to a "subscriber of an

249-52270-125	ON CALL/POP/STIPEND BENEFITS		2,403.87
<b>Total</b>		<b>350,924.24</b>	<b>350,924.24</b>
<b>Adjusting Journal Entries JE # 1006</b>			
To adjust the allowance and deferred revenue for Fire/EMS fund.			
249-13999	Allowance for Doubtful Accounts	8,800.00	
249-25500	Deferred Revenue	19,000.00	
249-48507-52	RESCUE CALL REVENUE		27,800.00
<b>Total</b>		<b>27,800.00</b>	<b>27,800.00</b>
<b>Adjusting Journal Entries JE # 1007</b>			
to reclass GASB 68			
900-19999	GASB 68-PENSION CLEARING ACCT	10,378.68	
900-34300	PROPRIETARY CAPITAL		10,378.68
<b>Total</b>		<b>10,378.68</b>	<b>10,378.68</b>
<b>Adjusting Journal Entries JE # 1008</b>			
To record the unspent portion of EMS Flex Grant to deferred revenue.			
210-48400-52	GRANT INCOME	21,263.75	
210-26101	Deferred revenue		21,263.75
<b>Total</b>		<b>21,263.75</b>	<b>21,263.75</b>
<b>Adjusting Journal Entries JE # 9001</b>			
CLIENT ENTRY: To reclassify cash activity in Water and Sewer utilities			
610-13122	CASH-OFFSET	24,141.72	
620-11151	CASH-OPERATING FUND	25,763.70	
610-13121	CASH-OPERATING FUND		24,141.72
620-11152	CASH-OFFSET		25,763.70
<b>Total</b>		<b>49,905.42</b>	<b>49,905.42</b>
<b>Adjusting Journal Entries JE # 9002</b>			
CLIENT ENTRY: To record the in default meeper loans as loan reserve.			
910-56500-415	CDBG LOAN-LOAN LOSS ALLOWANCE	100,332.80	
910-56500-417	CAP CAT-LOAN LOSS ALLOWANCE	102,000.00	
910-13999	ACTION LOAN-LOAN LOSS RESERVE		100,332.80
910-15999	CAP CAT-LOAN LOSS RESERVE		102,000.00
<b>Total</b>		<b>202,332.80</b>	<b>202,332.80</b>
<b>Adjusting Journal Entries JE # 9003</b>			
CLIENT ENTRY: To reverse 2015-2016 AR that were never reversed.			
235-51350-295	RIDE SHARE-CITY COST	11,855.00	
235-14200	DUE FROM STATE		11,855.00
<b>Total</b>		<b>11,855.00</b>	<b>11,855.00</b>
<b>Adjusting Journal Entries JE # 9004</b>			
CLIENT ENTRY: To reverse entry recorded twice in Fund 450			
450-43540-57	CONSTRUCTION REIMBURSEMENT	91,666.66	
450-26300	DEFERRED REVENUE		91,666.66
<b>Total</b>		<b>91,666.66</b>	<b>91,666.66</b>
<b>Adjusting Journal Entries JE # 9005</b>			
client entry to adjust tax equivalent			
100-48700-00	WATER UTILITY TAXES	5,058.00	
610-24530	DUE TO GENERAL FUND	5,058.00	
100-15601	DUE FROM FD 610 WATER UTILITY		5,058.00
610-61930-590	TAXES		5,058.00
<b>Total</b>		<b>10,116.00</b>	<b>10,116.00</b>
<b>Total Adjusting Journal Entries</b>		<b>2,648,925.61</b>	<b>2,648,925.61</b>
<b>Total All Journal Entries</b>		<b>2,648,925.61</b>	<b>2,648,925.61</b>

Client: **WHITEWATER - City of Whitewater**  
 Engagement: **2022 AUDIT - Whitewater**  
 Period Ending: **12/31/2022**  
 Trial Balance: **TB**  
 Workpaper: **Combined Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries</b>				
<b>Adjusting Journal Entries JE # 1001</b>				
To reclassify 2022 GO Bonds underwriter's discounts to expenditure				
210-52200-670	BOND ISSUE EXPENSES		19,259.93	
412-57660-214	FINANCIAL/BONDING SERVICES		3,707.31	
450-57500-670	BOND ISSUE EXPENSES		52,354.45	
630-63440-670	BOND ISSUE EXPENSES		17,451.48	
210-49292-52	PREMIUM ON DEBT			19,259.93
412-48100-57	INTEREST INCOME			3,707.31
450-49122-57	PREMIUM ON DEBT			52,354.45
630-29000	PREMIUM ON DEBT			16,579.28
630-42213-63	MISC INCOME			872.20
<b>Total</b>			<b>92,773.17</b>	<b>92,773.17</b>
<b>Adjusting Journal Entries JE # 1002</b>				
To adjust water and sewer utility accrued interest expense to actual				
610-23700	ACCRUED INTEREST PAYABLE		35,567.84	
620-21010	ACCRUED INTEREST PAYABLE		27,531.76	
610-61950-620	INTEREST ON DEBT			35,567.84
620-62810-620	INTEREST ON DEBT			27,531.76
<b>Total</b>			<b>63,099.60</b>	<b>63,099.60</b>
<b>Adjusting Journal Entries JE # 1003</b>				
To adjust GASB 68 WRS activity				
610-19000	GASB 68-WRS NET PENSION ASSETS	BB1-02	37,490.00	
610-19021	GASB 68-WRS DOR		120,097.00	
610-19999	GASB 68-PENSION CLEARING ACCT		87,950.00	
620-19000	GASB 68-WRS NET PENSION ASSETS		22,611.00	
620-19021	GASB 68-WRS DOR		109,237.00	
620-19999	GASB 68-PENSION CLEARING ACCT		104,499.00	
630-19000	GASB 68-WRS NET PENSION ASSETS		18,969.00	
630-19021	GASB 68-WRS DOR		56,429.00	
630-19999	GASB 68-PENSION CLEARING ACCT		39,106.00	
900-19999	GASB 68-PENSION CLEARING ACCT		3,479.00	
900-29011	GASB 68-WRS DIR		23,970.00	
610-19999	GASB 68-PENSION CLEARING ACCT			43,759.00
610-29011	GASB 68-WRS DIR			113,828.00
610-39160	UNAPPROP EARNED SURPLUS			87,950.00
620-19999	GASB 68-PENSION CLEARING ACCT			43,127.00
620-29011	GASB 68-WRS DIR			88,721.00
620-34300	SURPLUS/FUND BALANCE			104,499.00
630-19999	GASB 68-PENSION CLEARING ACCT			20,170.00
630-29011	GASB 68-WRS DIR			55,228.00
630-39160	SURPLUS/FUND BALANCE			39,106.00
900-19000	GASB 68-WRS NET PENSION ASSETS			12,099.00
900-19021	GASB 68-WRS DOR			15,351.00
<b>Total</b>			<b>623,637.00</b>	<b>623,637.00</b>
<b>Adjusting Journal Entries JE # 1004</b>				
To record GASB 87 Lease activities				
610-17100	INTEREST RECEIVABLE		726.75	
610-19100	ST Lease Receivable		25,404.32	
610-19200	LT Lease Receivable		8,020.01	
610-47460-61	OTR REV/TOWER/SERVICE		26,530.03	
920-17100	Interest Receivable		2,860.77	
920-19100	ST Lease Receivable		133,032.08	
920-19200	LT Lease Receivable		731,199.33	
920-48631-56	RENT-CESA #2		87,000.00	
920-48636-56	RENT-I-BUTTON		44,700.00	
920-48683-56	RENT-PAQUETTE CENTER		33,480.00	
610-29500	DIR - Leases			38,833.42
610-47420-61	Interest Revenue - Leases			1,835.65
610-47489-61	Lease Revenue			20,012.04
920-29500	DIR - Leases			847,398.73
920-48490-56	Interest Revenue - Leases			36,929.61
920-48900-56	Lease Revenue			147,963.84
<b>Total</b>			<b>1,092,973.29</b>	<b>1,092,973.29</b>
<b>Adjusting Journal Entries JE # 1005</b>				
To adjust the beginning fund 249 transfer.				
249-48507-52	RESCUE CALL REVENUE		350,924.24	
249-13999	Allowance for Doubtful Accounts			126,300.00
249-25500	Deferred Revenue			125,800.00
249-49500-52	Special Item - Beginning Fund Transfer In			96,420.37



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# State of Wisconsin Department of Financial Institutions

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meeper

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**Search Records**

## Corporate Records

Result of lookup for **M089986** (at 6/11/2024 9:43 AM )

# MEEPER TECHNOLOGY, LLC

You can: [File an Annual Report](#) - [Request a Certificate of Status](#) - [File a Registered Agent/Office Update Form](#)

### Vital Statistics

**Entity ID** M089986

**Registered Effective Date** 08/26/2014

**Period of Existence** PER

**Status** Dissolved [Request a Certificate of Status](#)

**Status Date** 06/01/2024

**Entity Type** Domestic Limited Liability Company

**Annual Report Requirements** Limited Liability Companies are required to file an Annual Report under s. 183.0212, WI Statutes.

### Addresses

**Registered Agent Office** ELIZABETH EVERSOLL  
722 ASH CT  
VERONA , WI 53593-1634  
[File a Registered Agent/Office Update Form](#)

**Principal Office** 722 ASH CT  
VERONA , WI 53593-1634

### Historical Information

#### Annual Reports

Year	Reel	Image	Filed By	Stored On
2023	000	0000	online	database
2022	000	0000	online	database
2021	000	0000	online	database
2020	000	0000	online	database
2018	000	0000	online	database
2016	000	0000	online	database

2015	000	0000	online	database
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Item 7.

[File an Annual Report](#) - [Order a Document Copy](#)

**Certificates of Newly-elected Officers/Directors**

None

**Old Names**

None

**Chronology**

Effective Date	Transaction	Processed Date	Description
08/26/2014	Organized	08/26/2014	E-Form
08/02/2015	Change of Registered Agent	08/02/2015	OnlineForm 5
07/01/2018	Delinquent	07/01/2018	
08/18/2018	Change of Registered Agent	08/18/2018	OnlineForm 5
08/18/2018	Restored to Good Standing	08/18/2018	OnlineForm 5
07/01/2020	Delinquent	07/01/2020	
01/25/2021	Restored to Good Standing	01/25/2021	OnlineForm 5
10/12/2023	Change of Registered Agent	10/12/2023	OnlineForm 5
06/01/2024	Articles of Dissolution	06/01/2024	OnlineForm 510

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**LOAN SETTLEMENT STATEMENT**

Lender: Community Development Authority of the City of Whitewater, Wisconsin  
Borrower: SOLOMO Technology, LLC  
Date: 20-Oct-14  
Loan: Capital Catalyst Fund Royalty Investment

Base Loan Amount	\$ 100,000.00
Additional Amounts Included in Loan	
Reimbursement to CDA; Legal & Recording Fees	\$ <u>2,000.00</u>
<b>TOTAL LOAN AMOUNT</b>	<b>\$ <u>102,000.00</u></b>

Disbursements

Community Development Authority Legal & Recording Fees	\$ 2,000.00
SOLOMO Technology, LLC	\$ <u>100,000.00</u>
<b>TOTAL DISBURSEMENTS</b>	<b>\$ <u>102,000.00</u></b>

The above Loan Settlement Statement is approved and accepted as correct this  
20th Day of October, 2014

Lender:  
Community Development Authority  
of the City of Whitewater Wisconsin

Borrower:  
SOLOMO Technology, LLC

  
By: Patrick Cannon, Executive Director

  
By: Elizabeth Eversoll

## PROMISSORY NOTE

**SoLoMo Technology, Inc., Maker**

**January 30, 2015**

THIS PROMISSORY NOTE entered into by and between SoLoMo Technology, Inc., a Wisconsin business corporation (hereinafter referred to as "Borrower"), and the Community Development Authority of the City of Whitewater, Wisconsin (hereinafter referred to as the "CDA").

1. Borrower hereby promises to pay to the order of the CDA, at such place as the CDA may from time to time direct, the principal sum of One Hundred Two Thousand Five Hundred Ten and no/100 Dollars U.S. (\$102,510.00), together with interest at the rate or rates hereinafter specified as follows:

- (a) Subject to the interest rate and related adjustment provisions set forth in the Loan Agreement referred to in paragraph 2 below, this Note shall bear interest on the disbursed and un-repaid principal balance before maturity at the rate of 4.0% per annum. Principal and interest shall be due and payable as follows: (i) one (1) payment of interest only on the unpaid principal balance shall be due and payable January 30, 2016 thereafter, (ii) principal and interest shall be payable in one hundred seven (107) monthly installments of One Thousand One Hundred Thirty-One and 81/100 Dollars (\$1,131.81) each, with the first such monthly installment being due and payable February 29, 2016, and with subsequent monthly installments being due and payable on the 30th day of each succeeding month thereafter (except for any month which has no such day, in which event such installment for such month shall be due and payable on the last day of such month), plus a final payment of the unpaid principal and accrued interest due January 30, 2025 (the "Final Maturity Date"), all subject to modification as provided for in the Loan Agreement between Borrower and the CDA bearing even date herewith. All monthly payments include principal and interest.
- (b) Interest, prior to maturity, shall be computed for the number of days principal is unpaid on the basis of a 360-day year, treating each month as having thirty (30) days and disregarding the actual length of months and years; notwithstanding the foregoing, any installment received within ten (10) days of its due date shall be considered to have been paid and received on its due date for interest calculation purposes.
- (c) All unpaid interest and accrued interest shall bear interest after maturity of this Note, whether occurring through lapse of time or acceleration, at a rate of 5.25% per annum until paid in full.
- (d) Full or partial prepayment of this Note is permitted at any time without penalty.
- (e) All payments made under this Note and/or under the Loan Agreement between Borrower and the CDA, whether received from or on behalf of Borrower or

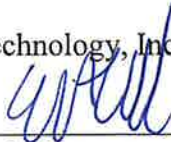
received pursuant to any security agreement or other agreement securing the obligations of Borrower under this Agreement shall be applied in such manner as the CDA determines to interest, principal and other payments due under this Note, the Loan Agreement and/or any security agreement or other agreement securing the performance of the obligations of Borrower to the CDA.

2. The terms and provisions of the written Loan Agreement between the Borrower (referred to therein as the "Company") and the CDA bearing even date herewith are incorporated by reference into this Promissory Note as if fully set forth herein.

3. Presentment, protest, demand and notice of dishonor are waived. Without affecting the liability of Borrower or any guarantor of performance of Borrower's obligations to the CDA, the CDA may, without notice, grant renewals or extensions, accept partial payments, release or impair any collateral security for the payment of this Note and/or the performance of Borrower's obligations to the CDA and/or agree not to sue any party liable to the CDA. Borrower agrees to pay all costs of collection and enforcement, including, to the extent not prohibited by law, reasonable attorneys' fees.

4. Borrower hereby acknowledges receipt of a completed copy of this Note.

5. The terms and provisions of this Note are binding upon Borrower, its successors and assigns, and inure to the benefit of the CDA, its successors and assigns.

SoLoMo Technology, Inc., Borrower  
By:  (SEAL)  
Elizabeth A. Eversoll, CEO

INSTRUMENT DRAFTED BY:  
Mitchell J. Simon, Attorney  
State Bar No. 01015249  
304 West Main Street  
Whitewater, WI 53190

**SECURED PROMISSORY NOTE**

[\$102,000.00]

Whitewater, Wisconsin  
December 1, 2014

FOR VALUE RECEIVED, MOBILE MESH GAMES, LLC, a Wisconsin limited liability company (the "Maker"), hereby promises to pay to the order of COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WHITEWATER, WISCONSIN (together with its successors and assigns, the "Lender"), the principal sum of [ONE HUNDRED TWO THOUSAND DOLLARS (\$102,000.00)] (the "Loan"), together with all accrued and unpaid interest on the principal amount outstanding from the date hereof until paid in full, at such location as the Lender shall specify to the Maker.

1. Interest Rate and Payments. The term of this Secured Promissory Note (this "Note") shall be five (5) years, with all unpaid principal and interest due and payable on December 1, 2019 (the "Maturity Date"). All payments of principal and accrued interest shall be made in lawful currency of the United States of America as follows:

(a) The unpaid principal amount of this Note shall bear interest at a fixed rate per annum equal to four percent (4.00%). All interest due under this Note shall be computed for the actual number of days outstanding on the basis of a 365-day year. If at any time and for any reason whatsoever, the interest rate payable hereunder shall exceed the maximum rate of interest permitted to be charged by the Lender to the Maker under applicable law, such interest rate shall be reduced automatically to the maximum rate of interest permitted to be charged under applicable law, with any excess interest collected being applied against principal.

(b) On each annual anniversary date of the date of this Note (or if such anniversary date is not on a business day, the next succeeding business day), the Maker shall make a payment of principal and interest in an amount equal to the applicable percentage (the "Applicable Percentage") of the Maker's net revenues for the four fiscal quarters most recently ended ("Revenues"), as more fully described on Schedule 1 to this Note, with a final payment of all outstanding principal, accrued and unpaid interest, and all other amounts due and owing hereunder, if any, due on the Maturity Date.

(c) Notwithstanding the foregoing, the Maker shall pay to the Lender all outstanding principal, accrued interest, and all other amounts owed hereunder upon the earliest to occur of the following: (i) the Maturity Date, or (ii) the acceleration of the amounts owing under this Note due to an Event of Default (as defined below). All payments hereunder will be applied first to accrued and unpaid interest and the balance, if any, to principal.

2. Prepayment. The Maker may make prepayments, in whole or in part, at any time prior to the Maturity Date without penalty. Prior to any such prepayment, the Maker shall provide the holder of this Note with at least ten (10) business days' prior written notice, and the holder shall have the opportunity to convert this Note in accordance with the terms hereof (if this Note is then convertible) in lieu of such prepayment.

3. Security. This Note is secured by the assets of the Maker as provided in that certain General Business Security Agreement of even date herewith by the Maker in favor of the Lender (the "Security Agreement").

4. Conditions Precedent. The obligation of the Lender to make the Loan is subject to the satisfaction on or before the date of this Note of each of the following express conditions precedent:

(a) The Lender shall have received each of the following (each to be properly executed, dated, and completed), in form and substance satisfactory to the Lender:

(i) this Note duly executed by the Maker;

(ii) the Security Agreement duly executed by the Maker; and

(iii) a certificate of an officer or the manager of the Maker, dated as of the date of this Note, as to (A) the incumbency and signature of the officers and/or the manager who have signed this Note, the Security Agreement, and any other documents or materials to be delivered by the Maker to the Lender pursuant to this Note or the Security Agreement; (B) the adoption and continued effect of resolutions of the governing body of the Maker authorizing the execution, delivery, and performance of this Note and the Security Agreement, together with copies of those resolutions; and (C) the accuracy and completeness of copies of the organizational documents of the Maker, as amended to date, attached thereto.

(b) The Lender shall have received such other agreements, instruments, documents, certificates, and opinions as the Lender or its counsel may reasonably request.

5. Covenants. From and after the date of this Note and until the entire amount of principal of and interest due on the Loan, and all other amounts of fees and payments due under this Note and the Security Agreement, are paid in full:

(a) as soon as available, and in any event within one hundred twenty (120) days after the close of each fiscal year, a copy of the detailed annual financial statements of the Maker prepared in reasonable detail and in accordance with generally accepted accounting principles;

(b) as soon as available, and in any event within thirty (30) days after the end of each fiscal quarter, (i) a company-prepared balance sheet of the Maker as of the end of each such fiscal quarter and of the prior four fiscal quarters; and (ii) statements of income of the Maker for each such fiscal quarter and for the prior four fiscal quarters, all in reasonable detail and certified as true and correct, subject to audit and normal year-end adjustments, by the manager of the Maker; and

(c) such other financial information relating to the Maker and its business as may be requested by the Lender.

6. Events of Default. As used in this Note, "Event of Default" shall mean any one of the following:

(a) The Maker shall fail to pay any sum when due or perform any covenant, agreement, or obligation hereunder or under the Security Agreement, or an event of default shall occur under the Security Agreement;

(b) The Maker makes an assignment for the benefit of creditors, fails to pay, or admits in writing its inability to pay its debts as they mature, or if a trustee of any substantial part of the assets of the Maker is applied for or appointed; and

(c) Any proceeding involving the Maker is commenced by or against the Maker under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law or statute of the federal government or any state government.

7. Remedies.

(a) Upon the occurrence of an Event of Default under Section 6(a), the Lender may, upon notice and demand to the Maker, declare the entire amount of unpaid principal and accrued and unpaid interest under this Note immediately due and payable. Upon the occurrence of an Event of Default under Section 6(b) and Section 6(c), the entire amount of unpaid principal and accrued and unpaid interest under this Note automatically shall become immediately due and payable.

(b) Upon the occurrence of an Event of Default, the Maker hereby agrees to pay all reasonable fees and expenses incurred by the Lender, including reasonable attorneys' fees of counsel, in connection with the protection and enforcement of the rights of the Lender under this Note, including without limitation the collection of any amounts due under this Note and the protection and enforcement of such rights in any bankruptcy, reorganization, or insolvency proceeding involving the Maker.

(c) While any Event of Default exists, at the option of the Lender, the principal amount outstanding under this Note shall bear interest at a rate equal to fifteen percent (15%) per annum.

(d) No remedy herein conferred upon the Lender is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Note or now or hereafter existing by law. No failure or delay on the part of the Lender in exercising any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude other or further exercise.

8. Waiver. The Maker and all endorsers hereof hereby waive presentment, demand for payment, notice of dishonor, notice of nonpayment, protest and notice of protest, and all other notices and demands in connection with the delivery, acceptance, performance, default or enforcement of this Note, and agree that the liability of the Maker shall be unconditional without regard to the liability of any other party and shall not be affected by any indulgence, extension of time, waiver, release of any party or of any of the Collateral (as defined in the Security Agreement), or other modification granted or consented to by the Maker or holder hereof.



9. **Future Convertibility.** For the avoidance of doubt, prior to the occurrence of either (i) or (ii) in the following sentence, this Note shall not be convertible. Upon the occurrence of either (i) any assignment by Lender of this Note, any such assignment which shall be exempt from the registration requirements of the Securities Act of 1933, as amended, and shall not cause the offering pursuant to which Lender originally acquired the Note to be ineligible for an exemption from such registration requirements as a condition thereto, or (ii) the date on which the original Lender becomes legally permitted to hold equity securities, this Note shall have the conversion rights as follows.

(a) All of the outstanding principal balance and accrued but unpaid interest under this Note shall be convertible, at the option of the holder thereof, without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable Class B Units of the Maker (the "**Class B Units**") as is determined by dividing the amount of all outstanding principal balance and accrued but unpaid interest due at the time of conversion by the "fair market value" of one Class B Unit based on the Maker's most recent report on the fair value of its Class B Units for purposes of Section 409A of the Internal Revenue Code of 1986, as amended, prior to the date of conversion, subject to adjustment as provided in **Section 9(c)** below.

(b) Any such holder shall effect conversions by providing the Maker with a notice of conversion specifying the amount of this Note to be converted and the date on which such conversion is to be effected (such date, the "**Conversion Date**"). If no Conversion Date is specified in a notice of conversion, the Conversion Date shall be the date that such notice of conversion to the Maker is deemed delivered hereunder. The Maker's obligation to issue and deliver the Class B Units acquired by such holder upon delivery to Maker of a notice of conversion in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by a holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by such holder or any other person of any obligation to the Maker.

(c)

(i) If the Maker, at any time while this Note is outstanding: (A) pays a unit dividend or otherwise makes a distribution or distributions payable in Class B Units or any other Class B Unit Equivalents (defined below); or (B) subdivides outstanding Class B Units into a larger number of Class B Units or consolidates outstanding Class B Units into a smaller number of Class B Units; then the number of Class B Units issuable hereunder shall be multiplied by a fraction of which the numerator shall be the number of Class B Units outstanding immediately after such event and of which the denominator shall be the number of Class B Units (excluding any treasury units of the Maker) outstanding immediately before such event. For purposes of this Note, "**Class B Unit Equivalents**" means any securities of the Maker or its subsidiaries which would entitle the holder thereof to acquire at any time Class B Units, including, without limitation, any debt, units other than the Class B Units, rights, options, warrants or other instrument that is at any time convertible into or exchangeable for, or otherwise entitles the holder thereof to receive, Class B Units.

(ii) The Maker shall not, at any time while this Note is outstanding, distribute to all holders of Class B Units (and not to the holder of this Note) evidences of its indebtedness or assets (including cash or cash dividends); *provided* that notwithstanding the foregoing, Maker may distribute from time to time during any calendar year amounts not to exceed 40 percent of Maker's annual taxable income during such year to holders of Class B Units for purposes of satisfying such holders' income tax obligations attributable to their holding of the Class B Units.

(iii) If, at any time while this Note is outstanding, (i) the Maker effects any merger or consolidation of the Maker with or into another person, (ii) the Maker effects any sale of all or substantially all of its assets in one transaction or a series of related transactions, (iii) any tender offer or exchange offer (whether by the Maker or another person) is completed pursuant to which holders of Class B Units are permitted to tender or exchange their units for other securities, cash or property, or (iv) the Maker effects any reclassification of the Class B Units or any compulsory unit exchange pursuant to which the Class B Units are effectively converted into or exchanged for other securities, cash or property (in any such case, a "Fundamental Transaction"), then, upon any subsequent conversion of this Note, the holder hereof shall have the right to receive, for each Class B Unit that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction, the same kind and amount of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of one Class B Unit (the "Alternate Consideration"). For purposes of any such conversion, the number of Class B Units issuable upon conversion hereof shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one Class B Unit in such Fundamental Transaction. If holders of Class B Units are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the holder hereof shall be given the same choice as to the Alternate Consideration it receives upon any conversion of this Note following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Maker or surviving entity in such Fundamental Transaction shall issue to the holder hereof new secured convertible notes consistent with the foregoing provisions and evidencing such holder's right to convert such note into Alternate Consideration. The terms of any agreement pursuant to which a Fundamental Transaction is effected shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section 9(c)(iv) and insuring that this Note (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Transaction.

(iv) If any event occurs of the type contemplated by the provisions of this Section 9(c) but not expressly provided for by such provisions (including, without limitation, the granting of unit appreciation rights, phantom unit rights or other rights with equity features), then the Maker's Board of Directors in good faith will make an appropriate adjustment in the number of Class B Units issuable upon conversion of this Note so as to be equitable under the circumstances and otherwise protect the rights of the holder of this Note; provided that no such adjustment will decrease the number of Class B Units issuable upon conversion of this Note as otherwise determined pursuant to this Section 9(c).

10. Successors and Assigns. The Maker may not assign this Note without the consent of the Lender or the holder of this Note. All the provisions hereof shall extend to and inure to the

benefit of the Lender and any and all person(s) hereunder from time to time owning or holding this Note, and their respective heirs, legal representatives, successors, and assigns.

11. Waiver of Jury Trial. **THE MAKER HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE. THE MAKER ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE MAKER AND THE LENDER TO ENTER INTO THIS NOTE, THAT THE MAKER AND THE LENDER HAVE RELIED ON THE WAIVER IN ENTERING INTO AND MAKING THE ADVANCES EVIDENCED UNDER THIS NOTE, AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. THE MAKER FURTHER WARRANTS AND REPRESENTS THAT THE MAKER HAS REVIEWED THIS WAIVER WITH, OR HAS BEEN GIVEN THE OPPORTUNITY TO REVIEW THIS WAIVER WITH, ITS LEGAL COUNSEL, AND THAT THE MAKER KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.**

12. Governing Law; Venue. This Note shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of Wisconsin, without regard to conflicts of laws principles. Any action arising from or relating in any way to this Note shall be tried only in the state or federal courts situated in the Eastern District of Wisconsin. The Maker consents to jurisdiction and venue in those courts to the greatest extent allowed by law. The party that substantially prevails in any action to enforce any provision of this Note shall recover all costs and attorneys' fees incurred in connection with the action.

13. Miscellaneous. If any provision of this Note is held to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Note shall remain in full force and effect and shall be liberally construed in favor of the Lender in order to effect the provisions of this Note. The Lender shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Lender, and then only to the extent specifically set forth in the waiver. A waiver on one event shall not be construed as continuing or as a bar to or waiver of any right or remedy to a subsequent event. This Note may not be changed or terminated orally, but only by an agreement in writing signed by the party against whom enforcement of such change or termination is sought.

14. Further Assurance. From and after the date of this Note, each party agrees that it shall execute and deliver such document and take such action as may be reasonably requested by the other party to carry out the purposes and the transactions contemplated hereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Maker, intending to be legally bound hereby, has executed these presents the day and year first written above.

MOBILE MESH GAMES, LLC

By:   
Name: Elizabeth A. Eversoll  
Title: Chief Executive Officer

By:   
Name: Andrew Jones  
Title: Chief Games Officer

## SCHEDULE 1

Level	Revenues	Applicable Percentage	Payment Amount
1	\$1 to \$500,000	0.50%	Level 1
2	\$500,001 to \$1,000,000	1.00%	Sum of Levels 1 and 2
3	\$1,000,001 to \$1,500,000	1.50%	Sum of Levels 1 though 3
4	\$1,500,001 to \$2,000,000	2.00%	Sum of Levels 1 though 4
5	\$2,000,001 to \$2,500,000	2.50%	Sum of Levels 1 though 5
6	\$2,500,001 to \$3,000,000	3.00%	Sum of Levels 1 though 6
7	\$3,000,001 to \$3,500,000	3.50%	Sum of Levels 1 though 7
8	\$3,500,001 to \$4,000,000	4.00%	Sum of Levels 1 though 8
9	Greater than or equal to \$4,000,001	4.50%	Sum of Levels 1 though 9

As an example for illustrative purposes only, if the Maker's Revenues are \$1,250,000, the payment amount would be as follows: the sum of (a) \$500,000 multiplied by 0.50% (total \$2,500), plus (b) \$500,000 multiplied by 1.00% (total \$5,000), plus (c) \$250,000 multiplied by 1.50% (total \$3,750) = \$11,250.

**PROMISSORY NOTE****Mobile Mesh Games, LLC, Maker****February 12, 2015**

THIS PROMISSORY NOTE entered into by and between Mobile Mesh Games, LLC, a Wisconsin manager-managed limited liability company (hereinafter referred to as "Borrower"), and the Community Development Authority of the City of Whitewater, Wisconsin (hereinafter referred to as the "CDA").

1. Borrower hereby promises to pay to the order of the CDA, at such place as the CDA may from time to time direct, the principal sum of One Hundred Two Thousand Five Hundred Ten and no/100 Dollars U.S. (\$102,510.00), together with interest at the rate or rates hereinafter specified as follows:

- (a) Subject to the interest rate and related adjustment provisions set forth in the Loan Agreement referred to in paragraph 2 below, this Note shall bear interest on the disbursed and un-repaid principal balance before maturity at the rate of 4.0% per annum. Principal and interest shall be due and payable as follows: (i) one (1) payment of interest only on the unpaid principal balance shall be due and payable February 12, 2016 thereafter, (ii) principal and interest shall be payable in one hundred seven (107) monthly installments of One Thousand One Hundred Thirty-One and 81/100 Dollars (\$1,131.81) each, with the first such monthly installment being due and payable March 12, 2016, and with subsequent monthly installments being due and payable on the 12th day of each succeeding month thereafter (except for any month which has no such day, in which event such installment for such month shall be due and payable on the last day of such month), plus a final payment of the unpaid principal and accrued interest due February 12, 2025 (the "Final Maturity Date"), all subject to modification as provided for in the Loan Agreement between Borrower and the CDA bearing even date herewith. All monthly payments include principal and interest.
- (b) Interest, prior to maturity, shall be computed for the number of days principal is unpaid on the basis of a 360-day year, treating each month as having thirty (30) days and disregarding the actual length of months and years; notwithstanding the foregoing, any installment received within ten (10) days of its due date shall be considered to have been paid and received on its due date for interest calculation purposes.
- (c) All unpaid interest and accrued interest shall bear interest after maturity of this Note, whether occurring through lapse of time or acceleration, at a rate of 5.25% per annum until paid in full.
- (d) Full or partial prepayment of this Note is permitted at any time without penalty.
- (e) All payments made under this Note and/or under the Loan Agreement between Borrower and the CDA, whether received from or on behalf of Borrower or

received pursuant to any security agreement or other agreement securing the obligations of Borrower under this Agreement shall be applied in such manner as the CDA determines to interest, principal and other payments due under this Note, the Loan Agreement and/or any security agreement or other agreement securing the performance of the obligations of Borrower to the CDA.


2. The terms and provisions of the written Loan Agreement between the Borrower (referred to therein as the "Company") and the CDA bearing even date herewith are incorporated by reference into this Promissory Note as if fully set forth herein.

3. Presentment, protest, demand and notice of dishonor are waived. Without affecting the liability of Borrower or any guarantor of performance of Borrower's obligations to the CDA, the CDA may, without notice, grant renewals or extensions, accept partial payments, release or impair any collateral security for the payment of this Note and/or the performance of Borrower's obligations to the CDA and/or agree not to sue any party liable to the CDA. Borrower agrees to pay all costs of collection and enforcement, including, to the extent not prohibited by law, reasonable attorneys' fees.

4. Borrower hereby acknowledges receipt of a completed copy of this Note.

5. The terms and provisions of this Note are binding upon Borrower, its successors and assigns, and inure to the benefit of the CDA, its successors and assigns.

MOBILE MESH GAMES, LLC, Borrower

By:  (SEAL)  
Elizabeth A. Eversoll, CEO

INSTRUMENT DRAFTED BY:  
Mitchell J. Simon, Attorney  
State Bar No. 01015249  
304 West Main Street  
Whitewater, WI 53190

**PROMISSORY NOTE****Mobile Mesh Games, LLC, Maker****April 24, 2016**

THIS PROMISSORY NOTE entered into by and between Mobile Mesh Games, LLC, a Wisconsin manager-managed limited liability company (hereinafter referred to as "Borrower"), and the Community Development Authority of the City of Whitewater, Wisconsin (hereinafter referred to as the "CDA").

1. Borrower hereby promises to pay to the order of the CDA, at such place as the CDA may from time to time direct, the principal sum of Twenty-One Thousand Seven Hundred and Ten and no/100 Dollars U.S. (\$21,710.00), together with interest at the rate or rates hereinafter specified as follows:

- (a) Subject to the interest rate and related adjustment provisions set forth in the Loan Agreement referred to in paragraph 2 below, this Note shall bear interest on the disbursed and un-repaid principal balance before maturity at the rate of 4.0% per annum. Principal and interest shall be due and payable as follows: (i) one (1) payment of interest only in the amount of \$868.40 on the unpaid principal balance shall be due and payable April 26, 2017 thereafter, (ii) principal and interest shall be payable in one hundred eight (108) monthly installments of Two Hundred and Thirty-Nine and 70/100 Dollars (\$239.70) each, with the first such monthly installment being due and payable May 26, 2017, and with subsequent monthly installments being due and payable on the 26th day of each succeeding month, plus a final payment of the unpaid principal and accrued interest due April 26, 2026 (the "Final Maturity Date"), all subject to modification as provided for in the Loan Agreement between Borrower and the CDA bearing even date herewith. All monthly payments include principal and interest.
- (b) Interest, prior to maturity, shall be computed for the number of days principal is unpaid on the basis of a 360-day year, treating each month as having thirty (30) days and disregarding the actual length of months and years; notwithstanding the foregoing, any installment received within ten (10) days of its due date shall be considered to have been paid and received on its due date for interest calculation purposes.
- (c) All unpaid interest and accrued interest shall bear interest after maturity of this Note, whether occurring through lapse of time or acceleration, at a rate of 5.25% per annum until paid in full.
- (d) Full or partial prepayment of this Note is permitted at any time without penalty.
- (e) All payments made under this Note and/or under the Loan Agreement between Borrower and the CDA, whether received from or on behalf of Borrower or received pursuant to any security agreement or other agreement securing the obligations of Borrower under this Agreement shall be applied in such manner as



the CDA determines to interest, principal and other payments due under this Note, the Loan Agreement and/or any security agreement or other agreement securing the performance of the obligations of Borrower to the CDA.

2. The terms and provisions of the written Loan Agreement between the Borrower (referred to therein as the "Company") and the CDA bearing even date herewith are incorporated by reference into this Promissory Note as if fully set forth herein.

3. Presentment, protest, demand and notice of dishonor are waived. Without affecting the liability of Borrower or any guarantor of performance of Borrower's obligations to the CDA, the CDA may, without notice, grant renewals or extensions, accept partial payments, release or impair any collateral security for the payment of this Note and/or the performance of Borrower's obligations to the CDA and/or agree not to sue any party liable to the CDA. Borrower agrees to pay all costs of collection and enforcement, including, to the extent not prohibited by law, reasonable attorneys' fees.

4. Borrower hereby acknowledges receipt of a completed copy of this Note.

5. The terms and provisions of this Note are binding upon Borrower, its successors and assigns, and inure to the benefit of the CDA, its successors and assigns.

MOBILE MESH GAMES, LLC, Borrower

By:  (SEAL)  
Elizabeth A. Eversoll, CEO

INSTRUMENT DRAFTED BY:  
Wallace K. McDonell  
State Bar No. 1008713  
452 W. Main Street, P.O. Box 59  
Whitewater, WI 53190

**SECURED PROMISSORY NOTE**

\$102,000.00

Whitewater, Wisconsin  
April 1, 2015

FOR VALUE RECEIVED, V2 LEAGUES, LLC, a Wisconsin limited liability company (the “Maker”), hereby promises to pay to the order of COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WHITEWATER, WISCONSIN (together with its successors and assigns, the “Lender”), the principal sum of ONE HUNDRED TWO THOUSAND AND 00/100 DOLLARS (\$102,000.00), together with all accrued and unpaid interest on the principal amount outstanding from the date hereof until paid in full, at such location as the Lender shall specify to the Maker.

1. Interest Rate and Payments. The term of this Secured Promissory Note (this “Note”) shall be five (5) years, with all unpaid principal and interest due and payable on March 31, 2020 (the “Maturity Date”). All payments of principal and accrued interest shall be made in lawful currency of the United States of America as follows:

(a) The unpaid principal amount of this Note shall bear interest at a fixed rate per annum equal to four percent (4.00%). All interest due under this Note shall be computed for the actual number of days outstanding on the basis of a 365-day year. If at any time and for any reason whatsoever, the interest rate payable hereunder shall exceed the maximum rate of interest permitted to be charged by the Lender to the Maker under applicable law, such interest rate shall be reduced automatically to the maximum rate of interest permitted to be charged under applicable law, with any excess interest collected being applied against principal.

(b) On each annual anniversary date of the date of this Note (or if such anniversary date is not on a business day, the next succeeding business day), the Maker shall make a payment of principal and interest in an amount equal to the applicable percentage (the “Applicable Percentage”) of the Maker’s net revenues for the four fiscal quarters most recently ended (“Revenues”), as more fully described on Schedule 1 to this Note, with a final payment of all outstanding principal, accrued and unpaid interest, and all other amounts due and owing hereunder, if any, due on the Maturity Date.

(c) Notwithstanding the foregoing, the Maker shall pay to the Lender all outstanding principal, accrued interest, and all other amounts owed hereunder upon the earliest to occur of the following: (i) the Maturity Date, or (ii) the acceleration of the amounts owing under this Note due to an Event of Default (as defined below). All payments hereunder will be applied first to accrued and unpaid interest and the balance, if any, to principal.

2. Prepayment. The Maker may make prepayments, in whole or in part, at any time prior to the Maturity Date without penalty. Prior to any such prepayment, the Maker shall provide the holder of this Note with at least ten (10) business days’ prior written notice, and the holder shall have the opportunity to convert this Note in accordance with the terms hereof (if this Note is then convertible) in lieu of such prepayment.

3. Security. This Note is secured by the assets of the Maker as provided in that certain General Business Security Agreement of even date herewith by the Maker in favor of the Lender (the "Security Agreement").

4. Conditions Precedent. The obligation of the Lender to make the Loan is subject to the satisfaction on or before the date of this Note of each of the following express conditions precedent:

(a) The Lender shall have received each of the following (each to be properly executed, dated, and completed), in form and substance satisfactory to the Lender:

(i) this Note duly executed by the Maker;

(ii) the Security Agreement duly executed by the Maker; and

(iii) a certificate of an officer or the manager of the Maker, dated as of the date of this Note, as to (A) the incumbency and signature of the officers and/or the manager who have signed this Note, the Security Agreement, and any other documents or materials to be delivered by the Maker to the Lender pursuant to this Note or the Security Agreement; (B) the adoption and continued effect of resolutions of the governing body of the Maker authorizing the execution, delivery, and performance of this Note and the Security Agreement, together with copies of those resolutions; and (C) the accuracy and completeness of copies of the organizational documents of the Maker, as amended to date, attached thereto.

(b) The Lender shall have received such other agreements, instruments, documents, certificates, and opinions as the Lender or its counsel may reasonably request.

5. Covenants. From and after the date of this Note and until the entire amount of principal of and interest due on the Loan, and all other amounts of fees and payments due under this Note and the Security Agreement, are paid in full:

(a) as soon as available, and in any event within one hundred twenty (120) days after the close of each fiscal year, a copy of the detailed annual financial statements of the Maker prepared in reasonable detail and in accordance with generally accepted accounting principles;

(b) as soon as available, and in any event within thirty (30) days after the end of each fiscal quarter, (i) a company-prepared balance sheet of the Maker as of the end of each such fiscal quarter and of the prior four fiscal quarters; and (ii) statements of income of the Maker for each such fiscal quarter and for the prior four fiscal quarters, all in reasonable detail and certified as true and correct, subject to audit and normal year-end adjustments, by the manager of the Maker; and

(c) such other financial information relating to the Maker and its business as may be requested by the Lender.

6. Events of Default. As used in this Note, "Event of Default" shall mean any one of the following:

(a) the Maker shall fail to pay any sum due or perform any covenant, agreement, or obligation hereunder or under the Security Agreement, or an event of default shall occur under the Security Agreement;

(b) a default or an event of default shall occur under any other agreement evidencing indebtedness of the Maker and such default (i) consists of the failure to pay such indebtedness when due, whether by acceleration or otherwise, or (ii) accelerates the maturity of such indebtedness or permits the holder or holders thereof, or any trustee or agent for such holder or holders, to cause such indebtedness to become due and payable (or require the Maker to purchase, defease, or redeem such indebtedness or post cash collateral in respect thereof) prior to the expressed maturity of such indebtedness;

(c) the Maker makes an assignment for the benefit of creditors, fails to pay, or admits in writing its inability to pay its debts as they mature, or if a trustee of any substantial part of the assets of the Maker is applied for or appointed; or

(d) any proceeding involving the Maker is commenced by or against the Maker under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law or statute of the federal government or any state government.

7. Remedies.

(a) Upon the occurrence of an Event of Default under Section 6(a) or Section 6(b), the Lender may, upon notice and demand to the Maker, declare the entire amount of unpaid principal and accrued and unpaid interest under this Note immediately due and payable. Upon the occurrence of an Event of Default under Section 6(c) or Section 6(d), the entire amount of unpaid principal and accrued and unpaid interest under this Note automatically shall become immediately due and payable.

(b) Upon the occurrence of an Event of Default, the Maker hereby agrees to pay all reasonable fees and expenses incurred by the Lender, including reasonable attorneys' fees of counsel, in connection with the protection and enforcement of the rights of the Lender under this Note, including without limitation the collection of any amounts due under this Note and the protection and enforcement of such rights in any bankruptcy, reorganization, or insolvency proceeding involving the Maker.

(c) While any Event of Default exists, at the option of the Lender, the principal amount outstanding under this Note shall bear interest at a rate equal to fifteen percent (15%) per annum.

(d) No remedy herein conferred upon the Lender is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Note or now or hereafter existing by law. No failure or delay on the part of the Lender in exercising any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude other or further exercise.

8. Waiver. The Maker and all endorsers hereof hereby waive presentment, demand for payment, notice of dishonor, notice of nonpayment, protest and notice of protest, and all other notices and demands in connection with the delivery, acceptance, performance, default or enforcement of this Note, and agree that the liability of the Maker shall be unconditional without regard to the liability of any other party and shall not be affected by any indulgence, extension of time, waiver, release of any party or of any of the Collateral (as defined in the Security Agreement), or other modification granted or consented to by the Maker or holder hereof.

9. Future Convertibility. For the avoidance of doubt, prior to the occurrence of either (i) or (ii) in the following sentence, this Note shall not be convertible. Upon the occurrence of either (i) any assignment by Lender of this Note, any such assignment which shall be exempt from the registration requirements of the Securities Act of 1933, as amended, and shall not cause the offering pursuant to which Lender originally acquired the Note to be ineligible for an exemption from such registration requirements as a condition thereto, or (ii) the date on which the original Lender becomes legally permitted to hold equity securities, this Note shall have the conversion rights as follows.

(a) All of the outstanding principal balance and accrued but unpaid interest under this Note shall be convertible, at the option of the holder thereof, without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable Class B Units of the Maker (the "Class B Units") as is determined by dividing the amount of all outstanding principal balance and accrued but unpaid interest due at the time of conversion by the "fair market value" of one Class B Unit based on the Maker's most recent report on the fair value of its Class B Units for purposes of Section 409A of the Internal Revenue Code of 1986, as amended, prior to the date of conversion, subject to adjustment as provided in Section 9(c) below.

(b) Any such holder shall effect conversions by providing the Maker with a notice of conversion specifying the amount of this Note to be converted and the date on which such conversion is to be effected (such date, the "Conversion Date"). If no Conversion Date is specified in a notice of conversion, the Conversion Date shall be the date that such notice of conversion to the Maker is deemed delivered hereunder. The Maker's obligation to issue and deliver the Class B Units acquired by such holder upon delivery to Maker of a notice of conversion in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by a holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by such holder or any other person of any obligation to the Maker.

(c)

(i) If the Maker, at any time while this Note is outstanding: (A) pays a unit dividend or otherwise makes a distribution or distributions payable in Class B Units or any other Class B Unit Equivalents (defined below); or (B) subdivides outstanding Class B Units into a larger number of Class B Units or consolidates outstanding Class B Units into a smaller number of Class B Units; then the number of Class B Units issuable hereunder shall be multiplied by a fraction of which the numerator shall be the number of Class B Units outstanding immediately

after such event and of which the denominator shall be the number of Class B Units (excluding any treasury units of the Maker) outstanding immediately before such event. For purposes of this Note, “Class B Unit Equivalents” means any securities of the Maker or its subsidiaries which would entitle the holder thereof to acquire at any time Class B Units, including, without limitation, any debt, units other than the Class B Units, rights, options, warrants or other instrument that is at any time convertible into or exchangeable for, or otherwise entitles the holder thereof to receive, Class B Units.

(ii) The Maker shall not, at any time while this Note is outstanding, distribute to all holders of Class B Units (and not to the holder of this Note) evidences of its indebtedness or assets (including cash or cash dividends); *provided* that notwithstanding the foregoing, Maker may distribute from time to time during any calendar year amounts not to exceed 40 percent of Maker’s annual taxable income during such year to holders of Class B Units for purposes of satisfying such holders’ income tax obligations attributable to their holding of the Class B Units.

(iii) If, at any time while this Note is outstanding, (i) the Maker effects any merger or consolidation of the Maker with or into another person, (ii) the Maker effects any sale of all or substantially all of its assets in one transaction or a series of related transactions, (iii) any tender offer or exchange offer (whether by the Maker or another person) is completed pursuant to which holders of Class B Units are permitted to tender or exchange their units for other securities, cash or property, or (iv) the Maker effects any reclassification of the Class B Units or any compulsory unit exchange pursuant to which the Class B Units are effectively converted into or exchanged for other securities, cash or property (in any such case, a “Fundamental Transaction”), then, upon any subsequent conversion of this Note, the holder hereof shall have the right to receive, for each Class B Unit that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction, the same kind and amount of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of one Class B Unit (the “Alternate Consideration”). For purposes of any such conversion, the number of Class B Units issuable upon conversion hereof shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one Class B Unit in such Fundamental Transaction. If holders of Class B Units are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the holder hereof shall be given the same choice as to the Alternate Consideration it receives upon any conversion of this Note following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Maker or surviving entity in such Fundamental Transaction shall issue to the holder hereof new secured convertible notes consistent with the foregoing provisions and evidencing such holder’s right to convert such note into Alternate Consideration. The terms of any agreement pursuant to which a Fundamental Transaction is effected shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section 9(c)(iv) and insuring that this Note (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Transaction.

(iv) If any event occurs of the type contemplated by the provisions of this Section 9(c) but not expressly provided for by such provisions (including, without limitation, the granting of unit appreciation rights, phantom unit rights or other rights with equity features), then

the Maker's Board of Directors in good faith will make an appropriate adjustment in the number of Class B Units issuable upon conversion of this Note so as to be equitable under the circumstances and otherwise protect the rights of the holder of this Note; provided that no such adjustment will decrease the number of Class B Units issuable upon conversion of this Note as otherwise determined pursuant to this Section 9(c).

10. Successors and Assigns. The Maker may not assign this Note without the consent of the Lender or the holder of this Note. All the provisions hereof shall extend to and inure to the benefit of the Lender and any and all person(s) hereunder from time to time owning or holding this Note, and their respective heirs, legal representatives, successors, and assigns.

11. Waiver of Jury Trial. **THE MAKER HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE. THE MAKER ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE MAKER AND THE LENDER TO ENTER INTO THIS NOTE, THAT THE MAKER AND THE LENDER HAVE RELIED ON THE WAIVER IN ENTERING INTO AND MAKING THE ADVANCES EVIDENCED UNDER THIS NOTE, AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. THE MAKER FURTHER WARRANTS AND REPRESENTS THAT THE MAKER HAS REVIEWED THIS WAIVER WITH, OR HAS BEEN GIVEN THE OPPORTUNITY TO REVIEW THIS WAIVER WITH, ITS LEGAL COUNSEL, AND THAT THE MAKER KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.**


12. Governing Law; Venue. This Note shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of Wisconsin, without regard to conflicts of laws principles. Any action arising from or relating in any way to this Note shall be tried only in the state or federal courts situated in the Eastern District of Wisconsin. The Maker consents to jurisdiction and venue in those courts to the greatest extent allowed by law. The party that substantially prevails in any action to enforce any provision of this Note shall recover all costs and attorneys' fees incurred in connection with the action.

13. Miscellaneous. If any provision of this Note is held to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Note shall remain in full force and effect and shall be liberally construed in favor of the Lender in order to effect the provisions of this Note. The Lender shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Lender, and then only to the extent specifically set forth in the waiver. A waiver on one event shall not be construed as continuing or as a bar to or waiver of any right or remedy to a subsequent event. This Note may not be changed or terminated orally, but only by an agreement in writing signed by the party against whom enforcement of such change or termination is sought.


14. Further Assurance. From and after the date of this Note, each party agrees that it shall execute and deliver such document and take such action as may be reasonably requested by the other party to carry out the purposes and the transactions contemplated hereby.

IN WITNESS WHEREOF, the Maker, intending to be legally bound hereby, has executed these presents the day and year first written above.

V2 LEAGUES, LLC

By:   
Name: Elizabeth A. Eversoll  
Title: Manager and Chief Executive Officer

By:

  
Name: Andrew Jones  
Title: Manager and Chief Games Officer



## SCHEDULE 1

Level	Revenues	Applicable Percentage	Payment Amount
1	\$1 to \$500,000	0.50%	Level 1
2	\$500,001 to \$1,000,000	1.00%	Sum of Levels 1 and 2
3	\$1,000,001 to \$1,500,000	1.50%	Sum of Levels 1 though 3
4	\$1,500,001 to \$2,000,000	2.00%	Sum of Levels 1 though 4
5	\$2,000,001 to \$2,500,000	2.50%	Sum of Levels 1 though 5
6	\$2,500,001 to \$3,000,000	3.00%	Sum of Levels 1 though 6
7	\$3,000,001 to \$3,500,000	3.50%	Sum of Levels 1 though 7
8	\$3,500,001 to \$4,000,000	4.00%	Sum of Levels 1 though 8
9	Greater than or equal to \$4,000,001	4.50%	Sum of Levels 1 though 9

As an example for illustrative purposes only, if the Maker's Revenues are \$1,250,000, the payment amount would be as follows: the sum of (a) \$500,000 multiplied by 0.50% (total \$2,500), plus (b) \$500,000 multiplied by 1.00% (total \$5,000), plus (c) \$250,000 multiplied by 1.50% (total \$3,750) = \$11,250.

**PROMISSORY NOTE****V2 Leagues, LLC, Maker****July 1, 2015**

THIS PROMISSORY NOTE entered into by and between V2 Leagues, LLC, a Wisconsin manager-managed limited liability company (hereinafter referred to as "Borrower"), and the Community Development Authority of the City of Whitewater, Wisconsin (hereinafter referred to as the "CDA").

1. Borrower hereby promises to pay to the order of the CDA, at such place as the CDA may from time to time direct, the principal sum of Fifty-One Thousand Five Hundred Sixty and no/100 Dollars U.S. (\$51,560.00), together with interest at the rate or rates hereinafter specified as follows:
  - (a) Subject to the interest rate and related adjustment provisions set forth in the Loan Agreement referred to in paragraph 2 below, this Note shall bear interest on the disbursed and un-repaid principal balance before maturity at the rate of 4.0% per annum. Principal and interest shall be due and payable as follows: (i) one (1) payment of interest only on the unpaid principal balance shall be due and payable July 1, 2016 thereafter, (ii) principal and interest shall be payable in one hundred seven (107) monthly installments of Five Hundred Sixty-Nine and 27/100 Dollars (\$569.27) each, with the first such monthly installment being due and payable August 1, 2016, and with subsequent monthly installments being due and payable on the 1st day of each succeeding month thereafter, plus a final payment of the unpaid principal and accrued interest due July 1, 2025 (the "Final Maturity Date"), all subject to modification as provided for in the Loan Agreement between Borrower and the CDA bearing even date herewith. All monthly payments include principal and interest.
  - (b) Interest, prior to maturity, shall be computed for the number of days principal is unpaid on the basis of a 360-day year, treating each month as having thirty (30) days and disregarding the actual length of months and years; notwithstanding the foregoing, any installment received within ten (10) days of its due date shall be considered to have been paid and received on its due date for interest calculation purposes.
  - (c) All unpaid interest and accrued interest shall bear interest after maturity of this Note, whether occurring through lapse of time or acceleration, at a rate of 5.25% per annum until paid in full.
  - (d) Full or partial prepayment of this Note is permitted at any time without penalty.
  - (e) All payments made under this Note and/or under the Loan Agreement between Borrower and the CDA, whether received from or on behalf of Borrower or received pursuant to any security agreement or other agreement securing the obligations of Borrower under this Agreement shall be applied in such manner as

the CDA determines to interest, principal and other payments due under this Note, the Loan Agreement and/or any security agreement or other agreement securing the performance of the obligations of Borrower to the CDA.

2. The terms and provisions of the written Loan Agreement between the Borrower (referred to therein as the "Company") and the CDA bearing even date herewith are incorporated by reference into this Promissory Note as if fully set forth herein.

3. Presentment, protest, demand and notice of dishonor are waived. Without affecting the liability of Borrower or any guarantor of performance of Borrower's obligations to the CDA, the CDA may, without notice, grant renewals or extensions, accept partial payments, release or impair any collateral security for the payment of this Note and/or the performance of Borrower's obligations to the CDA and/or agree not to sue any party liable to the CDA. Borrower agrees to pay all costs of collection and enforcement, including, to the extent not prohibited by law, reasonable attorneys' fees.

4. Borrower hereby acknowledges receipt of a completed copy of this Note.

5. The terms and provisions of this Note are binding upon Borrower, its successors and assigns, and inure to the benefit of the CDA, its successors and assigns.

V2 Leagues, LLC, Borrower

By:  \_\_\_\_\_ (SEAL)  
Elizabeth A. Eversoll, CEO

INSTRUMENT DRAFTED BY:  
Mitchell J. Simon, Attorney  
State Bar No. 01015249  
304 West Main Street  
Whitewater, WI 53190

## SECURED PROMISSORY NOTE

\$102,000

Whitewater, Wisconsin  
September 24, 2014

FOR VALUE RECEIVED, MEEPER TECHNOLOGY, LLC, a Wisconsin limited liability company (the "Maker"), hereby promises to pay to the order of COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WHITEWATER, WISCONSIN (together with its successors and assigns, the "Lender"), the principal sum of ONE HUNDRED TWO THOUSAND DOLLARS (\$102,000.00) (the "Loan"), together with all accrued and unpaid interest on the principal amount outstanding from the date hereof until paid in full, at such location as the Lender shall specify to the Maker.

1. Interest Rate and Payments. The term of this Secured Promissory Note (this "Note") shall be five (5) years, with all unpaid principal and interest due and payable on September 24, 2019 (the "Maturity Date"). All payments of principal and accrued interest shall be made in lawful currency of the United States of America as follows:

(a) The unpaid principal amount of this Note shall bear interest at a fixed rate per annum equal to four percent (4.00%). All interest due under this Note shall be computed for the actual number of days outstanding on the basis of a 365-day year. If at any time and for any reason whatsoever, the interest rate payable hereunder shall exceed the maximum rate of interest permitted to be charged by the Lender to the Maker under applicable law, such interest rate shall be reduced automatically to the maximum rate of interest permitted to be charged under applicable law, with any excess interest collected being applied against principal.

(b) On each annual anniversary date of the date of this Note (or if such anniversary date is not on a business day, the next succeeding business day), the Maker shall make a payment of principal and interest in an amount equal to the applicable percentage (the "Applicable Percentage") of the Maker's net revenues for the four fiscal quarters most recently ended ("Revenues"), as more fully described on Schedule 1 to this Note, with a final payment of all outstanding principal, accrued and unpaid interest, and all other amounts due and owing hereunder, if any, due on the Maturity Date.

(c) Notwithstanding the foregoing, the Maker shall pay to the Lender all outstanding principal, accrued interest, and all other amounts owed hereunder upon the earliest to occur of the following: (i) the Maturity Date, or (ii) the acceleration of the amounts owing under this Note due to an Event of Default (as defined below). All payments hereunder will be applied first to accrued and unpaid interest and the balance, if any, to principal.

2. Prepayment. The Maker may make prepayments, in whole or in part, at any time prior to the Maturity Date without penalty. Prior to any such prepayment, the Maker shall provide the holder of this Note with at least ten (10) business days' prior written notice, and the holder shall have the opportunity to convert this Note in accordance with the terms hereof (if this Note is then convertible) in lieu of such prepayment.

3. Security. This Note is secured by the assets of the Maker as provided in that certain General Business Security Agreement of even date herewith by the Maker in favor of the Lender (the "Security Agreement").

4. Conditions Precedent. The obligation of the Lender to make the Loan is subject to the satisfaction on or before the date of this Note of each of the following express conditions precedent:

(a) The Lender shall have received each of the following (each to be properly executed, dated, and completed), in form and substance satisfactory to the Lender:

- (i) this Note duly executed by the Maker;
- (ii) the Security Agreement duly executed by the Maker; and

(iii) a certificate of an officer or the manager of the Maker, dated as of the date of this Note, as to (A) the incumbency and signature of the officers and/or the manager who have signed this Note, the Security Agreement, and any other documents or materials to be delivered by the Maker to the Lender pursuant to this Note or the Security Agreement; (B) the adoption and continued effect of resolutions of the governing body of the Maker authorizing the execution, delivery, and performance of this Note and the Security Agreement, together with copies of those resolutions; and (C) the accuracy and completeness of copies of the organizational documents of the Maker, as amended to date, attached thereto.

(b) The Lender shall have received such other agreements, instruments, documents, certificates, and opinions as the Lender or its counsel may reasonably request.

5. Covenants. From and after the date of this Note and until the entire amount of principal of and interest due on the Loan, and all other amounts of fees and payments due under this Note and the Security Agreement, are paid in full:

(a) as soon as available, and in any event within one hundred twenty (120) days after the close of each fiscal year, a copy of the detailed annual financial statements of the Maker prepared in reasonable detail and in accordance with generally accepted accounting principles;

(b) as soon as available, and in any event within thirty (30) days after the end of each fiscal quarter, (i) a company-prepared balance sheet of the Maker as of the end of each such fiscal quarter and of the prior four fiscal quarters; and (ii) statements of income of the Maker for each such fiscal quarter and for the prior four fiscal quarters, all in reasonable detail and certified as true and correct, subject to audit and normal year-end adjustments, by the manager of the Maker; and

(c) such other financial information relating to the Maker and its business as may be requested by the Lender.

6. Events of Default. As used in this Note, "Event of Default" shall mean any one of the following:

(a) The Maker shall fail to pay any sum when due or perform any covenant, agreement, or obligation hereunder or under the Security Agreement, or an event of default shall occur under the Security Agreement;

(b) The Maker makes an assignment for the benefit of creditors, fails to pay, or admits in writing its inability to pay its debts as they mature, or if a trustee of any substantial part of the assets of the Maker is applied for or appointed; and

(c) Any proceeding involving the Maker is commenced by or against the Maker under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law or statute of the federal government or any state government.

7. Remedies.

(a) Upon the occurrence of an Event of Default, the Lender may, upon notice and demand to the Maker, declare the entire amount of unpaid principal and accrued and unpaid interest under this Note immediately due and payable.

(b) Upon the occurrence of an Event of Default, the Maker hereby agrees to pay all reasonable fees and expenses incurred by the Lender, including reasonable attorneys' fees of counsel, in connection with the protection and enforcement of the rights of the Lender under this Note, including without limitation the collection of any amounts due under this Note and the protection and enforcement of such rights in any bankruptcy, reorganization, or insolvency proceeding involving the Maker.

(c) While any Event of Default exists, at the option of the Lender, the principal amount outstanding under this Note shall bear interest at a rate equal to fifteen percent (15%) per annum.

(d) No remedy herein conferred upon the Lender is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Note or now or hereafter existing by law. No failure or delay on the part of the Lender in exercising any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude other or further exercise.

8. Waiver. The Maker and all endorsers hereof hereby waive presentment, demand for payment, notice of dishonor, notice of nonpayment, protest and notice of protest, and all other notices and demands in connection with the delivery, acceptance, performance, default or enforcement of this Note, and agree that the liability of the Maker shall be unconditional without regard to the liability of any other party and shall not be affected by any indulgence, extension of time, waiver, release of any party or of any of the Collateral (as defined in the Security Agreement), or other modification granted or consented to by the Maker or holder hereof.

9. Future Convertibility. For the avoidance of doubt, prior to the occurrence of either (i) or (ii) in the following sentence, this Note shall not be convertible. Upon the occurrence of either (i) any assignment by Lender of this Note, any such assignment which shall be exempt from the registration requirements of the Securities Act of 1933, as amended, and shall not cause the

offering pursuant to which Lender originally acquired the Note to be ineligible for an exemption from such registration requirements as a condition thereto, or (ii) the date on which the original Lender becomes legally permitted to hold equity securities, this Note shall have the conversion rights as follows.

(a) All of the outstanding principal balance and accrued but unpaid interest under this Note shall be convertible, at the option of the holder thereof, without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable Class B Units of the Maker (the “Class B Units”) as is determined by dividing the amount of all outstanding principal balance and accrued but unpaid interest due at the time of conversion by the “fair market value” of one Class B Unit based on the Maker’s most recent report on the fair value of its Class B Units for purposes of Section 409A of the Internal Revenue Code of 1986, as amended, prior to the date of conversion, subject to adjustment as provided in Section 9(c) below.

(b) Any such holder shall effect conversions by providing the Maker with a notice of conversion specifying the amount of this Note to be converted and the date on which such conversion is to be effected (such date, the “Conversion Date”). If no Conversion Date is specified in a notice of conversion, the Conversion Date shall be the date that such notice of conversion to the Maker is deemed delivered hereunder. The Maker’s obligation to issue and deliver the Class B Units acquired by such holder upon delivery to Maker of a notice of conversion in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by a holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by such holder or any other person of any obligation to the Maker.

(c)

(i) If the Maker, at any time while this Note is outstanding: (A) pays a unit dividend or otherwise makes a distribution or distributions payable in Class B Units or any other Class B Unit Equivalents (defined below); or (B) subdivides outstanding Class B Units into a larger number of Class B Units or consolidates outstanding Class B Units into a smaller number of Class B Units; then the number of Class B Units issuable hereunder shall be multiplied by a fraction of which the numerator shall be the number of Class B Units outstanding immediately after such event and of which the denominator shall be the number of Class B Units (excluding any treasury units of the Maker) outstanding immediately before such event. For purposes of this Note, “Class B Unit Equivalents” means any securities of the Maker or its subsidiaries which would entitle the holder thereof to acquire at any time Class B Units, including, without limitation, any debt, units other than the Class B Units, rights, options, warrants or other instrument that is at any time convertible into or exchangeable for, or otherwise entitles the holder thereof to receive, Class B Units.

(ii) The Maker shall not, at any time while this Note is outstanding, distribute to all holders of Class B Units (and not to the holder of this Note) evidences of its indebtedness or assets (including cash or cash dividends); *provided* that notwithstanding the foregoing, Maker may distribute from time to time during any calendar year amounts not to exceed 40 percent of

Maker's annual taxable income during such year to holders of Class B Units for purposes of satisfying such holders' income tax obligations attributable to their holding of the Class B Units.

(iii) If, at any time while this Note is outstanding, (i) the Maker effects any merger or consolidation of the Maker with or into another person, (ii) the Maker effects any sale of all or substantially all of its assets in one transaction or a series of related transactions, (iii) any tender offer or exchange offer (whether by the Maker or another person) is completed pursuant to which holders of Class B Units are permitted to tender or exchange their units for other securities, cash or property, or (iv) the Maker effects any reclassification of the Class B Units or any compulsory unit exchange pursuant to which the Class B Units are effectively converted into or exchanged for other securities, cash or property (in any such case, a "Fundamental Transaction"), then, upon any subsequent conversion of this Note, the holder hereof shall have the right to receive, for each Class B Unit that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction, the same kind and amount of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of one Class B Unit (the "Alternate Consideration"). For purposes of any such conversion, the number of Class B Units issuable upon conversion hereof shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one Class B Unit in such Fundamental Transaction. If holders of Class B Units are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the holder hereof shall be given the same choice as to the Alternate Consideration it receives upon any conversion of this Note following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Maker or surviving entity in such Fundamental Transaction shall issue to the holder hereof new secured convertible notes consistent with the foregoing provisions and evidencing such holder's right to convert such note into Alternate Consideration. The terms of any agreement pursuant to which a Fundamental Transaction is effected shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section 9(c)(iv) and insuring that this Note (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Transaction.

(iv) If any event occurs of the type contemplated by the provisions of this Section 9(c) but not expressly provided for by such provisions (including, without limitation, the granting of unit appreciation rights, phantom unit rights or other rights with equity features), then the Maker's Board of Directors in good faith will make an appropriate adjustment in the number of Class B Units issuable upon conversion of this Note so as to be equitable under the circumstances and otherwise protect the rights of the holder of this Note; provided that no such adjustment will decrease the number of Class B Units issuable upon conversion of this Note as otherwise determined pursuant to this Section 9(c).

10. Successors and Assigns. The Maker may not assign this Note without the consent of the Lender or the holder of this Note. All the provisions hereof shall extend to and inure to the benefit of the Lender and any and all person(s) hereunder from time to time owning or holding this Note, and their respective heirs, legal representatives, successors, and assigns.



11. Waiver of Jury Trial. **THE MAKER HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE. THE MAKER ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE MAKER AND THE LENDER TO ENTER INTO THIS NOTE, THAT THE MAKER AND THE LENDER HAVE RELIED ON THE WAIVER IN ENTERING INTO AND MAKING THE ADVANCES EVIDENCED UNDER THIS NOTE, AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. THE MAKER FURTHER WARRANTS AND REPRESENTS THAT THE MAKER HAS REVIEWED THIS WAIVER WITH, OR HAS BEEN GIVEN THE OPPORTUNITY TO REVIEW THIS WAIVER WITH, ITS LEGAL COUNSEL, AND THAT THE MAKER KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.**

12. Governing Law; Venue. This Note shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of Wisconsin, without regard to conflicts of laws principles. Any action arising from or relating in any way to this Note shall be tried only in the state or federal courts situated in the Eastern District of Wisconsin. The Maker consents to jurisdiction and venue in those courts to the greatest extent allowed by law. The party that substantially prevails in any action to enforce any provision of this Note shall recover all costs and attorneys' fees incurred in connection with the action.


13. Miscellaneous. If any provision of this Note is held to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Note shall remain in full force and effect and shall be liberally construed in favor of the Lender in order to effect the provisions of this Note. The Lender shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Lender, and then only to the extent specifically set forth in the waiver. A waiver on one event shall not be construed as continuing or as a bar to or waiver of any right or remedy to a subsequent event. This Note may not be changed or terminated orally, but only by an agreement in writing signed by the party against whom enforcement of such change or termination is sought.

14. Further Assurance. From and after the date of this Note, each party agrees that it shall execute and deliver such document and take such action as may be reasonably requested by the other party to carry out the purposes and the transactions contemplated hereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Maker, intending to be legally bound hereby, has executed these presents the day and year first written above.

MEEPER TECHNOLOGY, LLC

By:   
Name: Elizabeth A. Eversoll  
Title: Chief Executive Officer

By: \_\_\_\_\_  
Name: James H. Brandon  
Title: Chief Operating Officer

## SCHEDULE 1

Level	Revenues	Applicable Percentage	Payment Amount
1	\$1 to \$500,000	0.50%	Level 1
2	\$500,001 to \$1,000,000	1.00%	Sum of Levels 1 and 2
3	\$1,000,001 to \$1,500,000	1.50%	Sum of Levels 1 though 3
4	\$1,500,001 to \$2,000,000	2.00%	Sum of Levels 1 though 4
5	\$2,000,001 to \$2,500,000	2.50%	Sum of Levels 1 though 5
6	\$2,500,001 to \$3,000,000	3.00%	Sum of Levels 1 though 6
7	\$3,000,001 to \$3,500,000	3.50%	Sum of Levels 1 though 7
8	\$3,500,001 to \$4,000,000	4.00%	Sum of Levels 1 though 8
9	Greater than or equal to \$4,000,001	4.50%	Sum of Levels 1 though 9

As an example for illustrative purposes only, if the Maker's Revenues are \$1,250,000, the payment amount would be as follows: the sum of (a) \$500,000 multiplied by 0.50% (total \$2,500), plus (b) \$500,000 multiplied by 1.00% (total \$5,000), plus (c) \$250,000 multiplied by 1.50% (total \$3,750) = \$11,250.

**PROMISSORY NOTE****Meeper Technology, LLC, Maker****February 12, 2015**

THIS PROMISSORY NOTE entered into by and between Meeper Technology, LLC, a Wisconsin manager-managed limited liability company (hereinafter referred to as "Borrower"), and the Community Development Authority of the City of Whitewater, Wisconsin (hereinafter referred to as the "CDA").

1. Borrower hereby promises to pay to the order of the CDA, at such place as the CDA may from time to time direct, the principal sum of One Hundred Two Thousand Five Hundred Ten and no/100 Dollars U.S. (\$102,510.00), together with interest at the rate or rates hereinafter specified as follows:

- (a) Subject to the interest rate and related adjustment provisions set forth in the Loan Agreement referred to in paragraph 2 below, this Note shall bear interest on the disbursed and un-repaid principal balance before maturity at the rate of 4.0% per annum. Principal and interest shall be due and payable as follows: (i) one (1) payment of interest only on the unpaid principal balance shall be due and payable February 12, 2016 thereafter, (ii) principal and interest shall be payable in one hundred seven (107) monthly installments of One Thousand One Hundred Thirty-One and 81/100 Dollars (\$1,131.81) each, with the first such monthly installment being due and payable March 12, 2016, and with subsequent monthly installments being due and payable on the 12th day of each succeeding month thereafter (except for any month which has no such day, in which event such installment for such month shall be due and payable on the last day of such month), plus a final payment of the unpaid principal and accrued interest due February 12, 2025 (the "Final Maturity Date"), all subject to modification as provided for in the Loan Agreement between Borrower and the CDA bearing even date herewith. All monthly payments include principal and interest.
- (b) Interest, prior to maturity, shall be computed for the number of days principal is unpaid on the basis of a 360-day year, treating each month as having thirty (30) days and disregarding the actual length of months and years; notwithstanding the foregoing, any installment received within ten (10) days of its due date shall be considered to have been paid and received on its due date for interest calculation purposes.
- (c) All unpaid interest and accrued interest shall bear interest after maturity of this Note, whether occurring through lapse of time or acceleration, at a rate of 5.25% per annum until paid in full.
- (d) Full or partial prepayment of this Note is permitted at any time without penalty.
- (e) All payments made under this Note and/or under the Loan Agreement between Borrower and the CDA, whether received from or on behalf of Borrower or

received pursuant to any security agreement or other agreement securing the obligations of Borrower under this Agreement shall be applied in such manner as the CDA determines to interest, principal and other payments due under this Note, the Loan Agreement and/or any security agreement or other agreement securing the performance of the obligations of Borrower to the CDA.

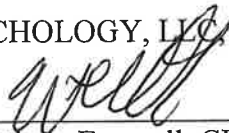
2. The terms and provisions of the written Loan Agreement between the Borrower (referred to therein as the "Company") and the CDA bearing even date herewith are incorporated by reference into this Promissory Note as if fully set forth herein.

3. Presentment, protest, demand and notice of dishonor are waived. Without affecting the liability of Borrower or any guarantor of performance of Borrower's obligations to the CDA, the CDA may, without notice, grant renewals or extensions, accept partial payments, release or impair any collateral security for the payment of this Note and/or the performance of Borrower's obligations to the CDA and/or agree not to sue any party liable to the CDA. Borrower agrees to pay all costs of collection and enforcement, including, to the extent not prohibited by law, reasonable attorneys' fees.

4. Borrower hereby acknowledges receipt of a completed copy of this Note.

5. The terms and provisions of this Note are binding upon Borrower, its successors and assigns, and inure to the benefit of the CDA, its successors and assigns.

MEEPER TECHNOLOGY, LLC, Borrower

By:  (SEAL)  
Elizabeth A. Eversoll, CEO

INSTRUMENT DRAFTED BY:  
Mitchell J. Simon, Attorney  
State Bar No. 01015249  
304 West Main Street  
Whitewater, WI 53190

**PROMISSORY NOTE****Meeper Technology, LLC, Maker****April 26, 2016**

THIS PROMISSORY NOTE entered into by and between Meeper Technology, LLC, a Wisconsin manager-managed limited liability company (hereinafter referred to as "Borrower"), and the Community Development Authority of the City of Whitewater, Wisconsin (hereinafter referred to as the "CDA").

1. Borrower hereby promises to pay to the order of the CDA, at such place as the CDA may from time to time direct, the principal sum of Eighty-Two Thousand Three Hundred and Ten and no/100 Dollars U.S. (\$82,310.00), together with interest at the rate or rates hereinafter specified as follows:

- (a) Subject to the interest rate and related adjustment provisions set forth in the Loan Agreement referred to in paragraph 2 below, this Note shall bear interest on the disbursed and un-repaid principal balance before maturity at the rate of 4.0% per annum. Principal and interest shall be due and payable as follows: (i) one (1) payment of interest only on the unpaid principal balance in the amount of \$3,292.40 shall be due and payable April 26, 2017 thereafter, (ii) principal and interest shall be payable in one hundred eight (108) monthly installments of Nine Hundred and Eight and 78/100 Dollars (\$908.78) each, with the first such monthly installment being due and payable May 26, 2017, and with subsequent monthly installments being due and payable on the 26th day of each succeeding month thereafter, plus a final payment of the unpaid principal and accrued interest due April 26, 2026 (the "Final Maturity Date"), all subject to modification as provided for in the Loan Agreement between Borrower and the CDA bearing even date herewith. All monthly payments include principal and interest.
- (b) Interest, prior to maturity, shall be computed for the number of days principal is unpaid on the basis of a 360-day year, treating each month as having thirty (30) days and disregarding the actual length of months and years; notwithstanding the foregoing, any installment received within ten (10) days of its due date shall be considered to have been paid and received on its due date for interest calculation purposes.
- (c) All unpaid interest and accrued interest shall bear interest after maturity of this Note, whether occurring through lapse of time or acceleration, at a rate of 5.25% per annum until paid in full.
- (d) Full or partial prepayment of this Note is permitted at any time without penalty.
- (e) All payments made under this Note and/or under the Loan Agreement between Borrower and the CDA, whether received from or on behalf of Borrower or received pursuant to any security agreement or other agreement securing the obligations of Borrower under this Agreement shall be applied in such manner as

the CDA determines to interest, principal and other payments due under this Note, the Loan Agreement and/or any security agreement or other agreement securing the performance of the obligations of Borrower to the CDA.

2. The terms and provisions of the written Loan Agreement between the Borrower (referred to therein as the "Company") and the CDA bearing even date herewith are incorporated by reference into this Promissory Note as if fully set forth herein.

3. Presentment, protest, demand and notice of dishonor are waived. Without affecting the liability of Borrower or any guarantor of performance of Borrower's obligations to the CDA, the CDA may, without notice, grant renewals or extensions, accept partial payments, release or impair any collateral security for the payment of this Note and/or the performance of Borrower's obligations to the CDA and/or agree not to sue any party liable to the CDA. Borrower agrees to pay all costs of collection and enforcement, including, to the extent not prohibited by law, reasonable attorneys' fees.

4. Borrower hereby acknowledges receipt of a completed copy of this Note.

5. The terms and provisions of this Note are binding upon Borrower, its successors and assigns, and inure to the benefit of the CDA, its successors and assigns.

MEEPER TECHNOLOGY, LLC Borrower

By:  (SEAL)  
Elizabeth A. Eversoll, CEO

INSTRUMENT DRAFTED BY:  
Wallace K. McDonell  
State Bar No. 08008713  
452 W. Main Street, P.O. Box 59  
Whitewater, WI 53190

**Whitewater Community Development Authority  
Meeting Minutes  
February 25, 2015**

**1. Call to order and roll call**

The meeting was called to order by Chair Jeffery Knight at 5:00 p.m. The meeting was held at the Innovation Center, Room 105, located at 1221 Innovation Drive, Whitewater, WI 53190

Present: Abbott, Allen, Henry, Kachel, Knight, Parker

Absent: Singer

Also: Patrick Cannon

**2. Hearing of Citizen Comments**

None

**3. Approval of the Agenda**

Motion to approve the agenda as presented

Allen (1); Kachel (2)

Aye: All via voice vote

Nay: None

**4. Approval of the Following Minutes**

**a. January 28, 2013**

Motion to approve the minutes as presented

Allen (1); Kachel (2)

Aye: All via voice vote

Nay: None

**5. Acceptance of Financial Statements**

**a. January, 2015**

Motion to accept the Financial Statements

Allen (1); Kachel (2)

Aye: All via voice vote

Nay: None



**6. Adjourn to closed session per Wisconsin State Statute 19.85(1)( e) "Deliberating or negotiating the purchase of public property, the investing of public funds, or conducting other specified public business, wherever competitive or bargaining reasons require a closed session"**

- a. Consideration and discussion of a potential development of an indoor soccer facility
- b. Consideration and discussion of a Line of credit for Slipstream LLC.
- c. Consideration and discussion of a Developers Agreement with DP Electronic Recycling.
- d. Consideration and discussion of responses to a Request for Proposal for the sale of property located on Bluff Road.
- e. Update on negotiations with potential retail, manufacturing and other businesses that are considering locating in Whitewater and are requesting City of Whitewater related financial assistance or considerations.
- f. Return to open session for possible action

A motion was made to return to open session.

Allen (1); Kachel (2)

Aye: Abbott, Allen, Henry, Kachel, Knight, Parker

Nay: None

In open session the following action was taken:

- a. Staff was directed to work with Bud Gayhart to assist in the development of a business plan.
- b. Motion to extend the Letter of Credit for Slipstream LLC for a 12 month period beginning in April, 2015

Kachel (1); Parker (2)

Aye: Abbott, Allen, Henry, Kachel, Knight, Parker

Nay: None

- c. Motion to authorize the Chairperson of the CDA and the Executive Director to sign the Development Agreement with DP Electronic recycling Inc. for the construction of a new facility to be located in the Technology Park.

Allen (1); Kachel (2)

Aye: All via voice vote

Nay: None

- d. Staff was directed to explore other options for the sale of the property. No action was taken since no responses were received from the RFP process.
- e. No action was taken in open session.

**6. Update on the hiring process for the newly created Economic Development Specialist position.**

Staff noted that phone interviews have been completed and the final candidates will interview with the full CDA Board.

**7. Update on the Innovation Center event for March 12, 2015**

The event is scheduled for 5:00 pm on March 12, 2015. Assembly Speaker Robin Vos and Board or Regent Margaret Farrow will be speaking at the event. The event will celebrate the third round of funding for the Capital Catalyst Fund and the full occupancy of the Innovation Center.

**8. Consideration and discussion of the impact of potential traffic restrictions on TIF districts and the Business and Technology Parks.**

It was noted that the changes in traffic will have a direct impact all developments within the City. Staff was directed to monitor all proposed changes and evaluate the proposed changes.

**9. Consideration and discussion of creating a limitation on total outstanding loan amount and the number of loans awarded to one entity by the CDA.**

The Board noted that several businesses have received multiple loans from different loan funds controlled by the CDA. In an effort to assure that funds would be available for multiple businesses, the Board authorized a limitation of \$150,000 in total loans to any one entity. The attached policy was approved.

**Motion:** To approve the attached policy regarding the limits on loan amounts by the CDA.

Kachel (1); Allen (2)  
 Aye: All via voice vote  
 Nay: None

**10. Update on the city wide fiber optic project for the city including the Business Park and Technology Park.**

No new additional information was presented.

**11. Update on the long term marketing and community branding project.**

No new additional information was presented

**12. Update on proposal with Department of Workforce Development regarding interns and educational opportunities**

The Chair noted that he and Mr. David Anderson from DD have been attempting to reach each other.

**13. Future agenda referrals**

No referrals were made.

**14. Adjournment**

A motion was made at 8:17 p.m. to adjourn the meeting

Kachel (1); Abbott (2)

Aye: All via voice vote

Nay: None

The minutes were reviewed and approved by the CDA at its meeting on:

Jeffery Knight  
Chairperson

Patrick Cannon  
Recorder

# Whitewater Community Development Authority

## Meeting Minutes

### January 28, 2016

#### 1. Call to order and roll call.

The meeting was called to order by Chair Jeffery Knight at 5:00 p.m. The meeting was held at the Innovation Center, Room 105, located at 1221 Innovation Drive, Whitewater, WI 53190

Present: Knight, Kachel, Parker, Henry, Allen, Singer, Goettl

Absent: None

Also: Patrick Cannon (CDA Executive Director), Thomas Harrigan (CDA Economic Development Specialist), Cameron Clapper (City Manager), Wallace McDonald (City Attorney), Greg Stec (Metropolitan Housing Development Corporation), Rick Ehlert (Southern Cross Resource Group), John Stakowski (Great Lakes Foods), Lacey Reichwald (Sweet Spot Owner), Brienne Diebolt-Brown (Whitewater Community Foundation)

CDA Chairman Knight proposed that item number 14 be moved to the beginning of the agenda for consideration prior to approval of the Minutes.

Motion to amend the agenda to move item number 14 prior approval of the minutes or acceptance of financials

Kachel (1); Goettl (2)

Aye: All via voice vote

Nay: None

#### 14. Update on grocery store recruitment process.

1. Authorization of a market study for grocery needs
2. Authorization of potential economic development incentives

Mr. Stakowski, of Great Lakes Food, provided feedback regarding the City's efforts in attracting a grocery store. Around 2007-2008, Mr. Stakowski was considering opening a grocery store on the eastside of Whitewater. At that time, Wal-Mart was not offering grocery options and other cities in the region did not have grocery options. Mr. Stakowski has a market assessment conducted, and it showed the eastside of Whitewater could indeed support another grocery store at that time. For reasons related to the economic conditions of 2008, Mr. Stakowski did not continue efforts to open a grocery store. In 2012, Mr. Stakowski's company was part of a project that had another grocery store feasibility analysis done. At this time, the total potential trade market for 2012 was about \$660,000. Wal-Mart was capturing approximately \$340,000 and Sentry was capturing approximately \$175,000. What is significant is that 26% of the dollars that are eligible for grocery were traveling elsewhere, this is called "float" in the grocery business, how many dollars that are actually leaving the market place. Within the past year (2015), Mr. Stakowski would estimate that 35% of all eligible grocery dollars have left the community.

Ms. Reichwald provided a background summary on efforts that she and others have made in order to start a co-operative in the City. Ms. Reichwald created a survey that would gage the interest of a co-operative being started in Whitewater. 250 responded to the survey, and 63% of respondents said they would like to see a natural foods type store in the city, while 32% said any grocery store would be desirable. The most important grocery elements according to the survey were local produce and local meats. Also, 100 people indicated an interest in assisting with the development of a co-operative. Ms. Reichwald asked the CDA if the board would be willing to provide funding to allow four people to attend the Up-and-Coming Co-operative Conference in Bloomington, Indiana. This

conference trains start-up co-operative groups on best practices in starting a co-operative. Total cost of this request was \$1,300.

CDA Chair, Mr. Knight, created an ad-hoc subcommittee of the CDA to focus efforts on the attraction and acquisition of a grocery store in Whitewater, and developing proposals for a market study. Initial committee members will be Stephanie Goettl (Chair), Lacey Reichwald, Brienne Diboldt-Brown, and Tom Harrigan. The committee will be charged with presenting to the CDA, recommendation of a market analysis and community survey proposal.

A motion was made to authorize \$1,300 to send the four members of the CDA subcommittee on grocery and market studying to the Up-and coming Co-operative Conference in Bloomington, Indiana, with special emphasis to check what types of economic development incentives might be available for our needs.

Singer (1); Kachel (2)  
Aye: all via voice vote  
Nay: None

2. **HEARING OF CITIZEN COMMENTS.** *No formal CDA Action will be taken during this meeting although issues raised may become a part of a future agenda. Items on the agenda may not be discussed at this time.*

No comments were taken.

3. **Approval of agenda**

Kachel (1); Goettl (2)  
Aye: All via Voice Vote  
Nay: None

4. **Approval of Minutes**

a. **December 17, 2015**

Goettl (1); Allen (2)  
Aye: All via voice vote  
Nay: None

5. **Acceptance of Financial Statements**

- a. **December, 2015**  
b. **Fund Balances**  
c. **Loan Portfolio**

Singer (1); Kachel (2)  
Aye: All via voice vote  
Nay: None

6. **Adjourn to closed session per Wisconsin State Statutes 19.85(1)(e) "Deliberating or negotiating the purchase of public property, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session".**

- i. **Consideration and discussion of a Capital Catalyst Fund Royalty Investment request**
- **Software development company**
- b. **Consideration and discussion of a CDBG Loan RLF-Ed loan request**

- a. Gaming League Development company
- b. Software development company
- c. Consideration and discussion of an Offer to Purchase for approximately 10.8 acres from the City of Whitewater located on the roundabout on Elkhorn Road.
- d. Consideration and discussion of a proposed Offer to Purchase regarding the sale of approximately 5.0 acres in the Business Park.
- e. Consideration and discussion of the payment agreement proposal from Pinpoint Software regarding their CDBG RLF Loan.
- f. Consideration and discussion of a request from Walenton Learning Depot for the release of collateral.
- g. Consideration and discussion of an Economic Development Incentive agreement for a business desiring to locate in TIF #5.
- h. Update on negotiations with potential retail, manufacturing and other businesses that are considering locating in the City of Whitewater and are requesting City of Whitewater related financial assistance or concessions.

Motion was made to move into closed session, allowing for City Attorney, Wallace McDonald, City Manager, Cameron clapper, and CDA staff to remain for the discussions to be included in closed session.

Aye: Goettl, Henry, Parker, Singer, Kachel, Allen, Knight  
Nay: None

**7. Reconvene into open session to take action on closed session items as needed.**

Motion was made to return to open session  
Goettl (1); Singer (2)  
Aye: All via voice vote  
Nay: None

In open session, the following action was taken.

Recommendation for approval of a modification in the CDBG-RLF for both Meeper Technology and Mobile Mesh Games.

Motion was made to approve a \$20,000 CDBG loan to Mobile Mesh, which will actually exceed the \$100,000 cap for CDBG loans.  
Allen (1); Parker (2)  
Aye: Singer, Parker, Allen, Henry, Knight  
Nay: None  
Abstain: Kachel, Goettl

Motion was made to approve the CDBG to Meeper Technology for \$80,000  
Allen (1); Singer (2)  
Aye: Singer, Henry, Allen, Parker, Knight  
Nay: None  
Abstain: Kachel, Goettl

Motion was made to approve the Offer to Purchase regarding the sale of approximately 5.0 acres in the Business Park, and to direct Mr. Cannon, Mr. Knight, and Mr. Mitch Simon, CDA attorney, to make any final changes that are not substantive. Substantive changes will be brought back before the CDA for approval.

Kachel (1); Allen (2)  
 Aye: Allen, Kachel, Singer, Henry, Goettl, Parker, Knight  
 Nay: None

A motion was made that the CDA recommend to City Council not to agree to the proposal for four reasons. Number one, financial statements of the company were requested on numerous occasions and never received. Secondly, the housing portion of this proposal would be adjacent to Whitewater Manufacturing. Third, the contingencies are too speculative taking the property off of the market for too long of a time, and fourth, in the original agreement there was \$40,000 of non-refundable earnest money that is somehow not in the proposal.

Allen (1); Goettl (2)  
 Aye: Singer, Allen, Henry, Parker, Knight, Goettl  
 Nay: None  
 Abstain: Kachel

**8. Preparation of 2015 annual report and presentation timeline to the City Council.**

Staff was directed to prepare the CDA annual report for preliminary review by the CDA Board before it will be presented to the City Council in March.

**9. Consideration and discussion of a 2015 budget amendment to allocate \$75,000 from TIF #4 to CDA Funds for administrative expenses. Resolution attached.**

Motion was made to approve the resolution  
 Parker (1); Allen (2)  
 Aye: Goettl, Parker, Henry, Allen, Singer, Kachel, Knight  
 Nay: None

**10. Consideration and discussion of a policy regarding development requests requiring amendments to the City Comprehensive Plan.**

Direction was given to CDA staff to utilize the comprehensive plan and zoning code when considering proposals of potential developments before taking the proposal to the CDA board.

**11. Consideration and discussion of delinquent loan collection process.**

A motion was made to approve the delinquent loan policy as drafted by CDA staff  
 Kachel (1); Goettl (2)  
 Aye: All via voice vote  
 Nay: None

**12. Consideration and discussion of staff training plan.**

- a. Wisconsin Bankers Association Economic Development Seminar
- b. Certified Economic Developer (CECD) program

Motion to approve that the CDA initiate the process to have Tom Harrigan become a Certified Economic Developer.  
 Allen (1); Goettl (2)  
 Aye: All via voice vote

Nay: None

**13. Update on the Certified Sites program.**

**a. Award of a contract for wetland delineation**

CDA staff mentioned that the Site Certification process is officially open for submission and will close on February 19<sup>th</sup>.

**15. Consideration and discussion of marketing materials.**

CDA staff mentioned a marketing tri-fold brochure has been designed and reviewed by the CDA Chairman. Copies of the brochure will be arriving in one week.

**16. Future Agenda referrals.**

CDA staff will provide an update on the progress being made relating to attracting a grocery store. Discuss a marketing strategy of all vacant land that is being sold by the CDA.

**17. Adjourn.**

Singer (1); Goettl (2)  
Aye: All via voice vote  
Nay: None

**The minutes were reviewed and approved by the CDA at its meeting on: 2/25/2016**

**Jeffery Knight  
Chairperson**



**Thomas Harrigan  
Recorder**





## MMG

### Accomplishments

Mobile Mesh Games has launched 10 consumer focused games into the market (developed mostly by our intern program which has resulted in our rockstar employees).

We have also launched the beta of our corporate events application called “Mobile Mesh Events”. Check out the new website: [www.mobilemeshevents.com](http://www.mobilemeshevents.com) The platform has 7 activities that are used for corporate events, teambuilding, icebreakers etc. We have conducted multiple tests with outstanding feedback each time. Here is a quote from one of our events.

“Mobile Mesh Events gave our team a unique opportunity to have fun while learning more about each other and building relationships across teams. The questions and topics discussed through the games gave us a chance to find commonalities and hear each other out on important topics or simply laugh together over the ridiculous! With a young workforce that seem to always have their smart phones in hand, Mobile Mesh Events leveraged these devices for good, connecting employees across functional teams that rarely get a chance to interact.”

- Jillana Peterson, *Corporate Social Responsibility* - Zendesk

### Challenges

The initial focus on the consumer side has been a challenge as the people downloading the games don't comprehend the concept of playing the games with other in-person with their devices connected. After they see a game being played they get it and say “Great idea” however the current gamer mentality will be hard to overcome in the consumer market. However, this is what has driven the shift to our core Corporate event strategy, which is showing to be very promising! We also lost our rock star marketing guy Max Mallory to cancer -- he went from intern to employee and was one of the three original employees. He will be missed!

### Next Steps

We are 100% focused on rolling out the Mobile Mesh Events platform and building our network of partners and facilitators. We are currently conducting interviews with facilitators and scheduling beta events. We have 5 beta events pending and more in the pipeline.

## Loans

Our current funding will take us through the end of the year. At this point we will have validation of our Mobile Mesh Events product in the corporate space and will be seeking a round of funding. We would like to hold on paying the outstanding principle and interest payments until then and in the meantime, pay the ongoing interest payments with an additional \$1000 to start getting caught up on the interest payments. This will allow us the runway to prove the MVP product and position for our fundraiser. Financials attached.

**From:** Liz Eversoll  
**Sent:** Tuesday, August 16, 2016 9:23 AM  
**To:** Drew Jones <[drew@v2leagues.com](mailto:drew@v2leagues.com)>  
**Subject:** V2/MMG Leagues Update

Hi,

I need to give an update to WW with our financials/loan info (today). ☺

Can you write a paragraph on V2 and MMG – accomplishments, next steps, challenges?

Thanks

Liz

**Liz Eversoll, CEO**

V2 Leagues, LLC

608.220.1900 m

[liz@v2leagues.com](mailto:liz@v2leagues.com)

[www.v2leagues.com](http://www.v2leagues.com)

[www.lizeversoll.com](http://www.lizeversoll.com)

**Mobile Mesh Games, LLC**  
**Profit and Loss**  
 January - December 2015

	<b>Total</b>
<b>Income</b>	
4100 - Grant Revenue	10,000.00
<b>Total Income</b>	<b>\$ 10,000.00</b>
<b>Expenses</b>	
6100 - Payroll	
6101 - Salaries & Wages	36,896.71
6102 - Payroll Taxes	4,367.25
<b>Total 6100 - Payroll</b>	<b>\$ 41,263.96</b>
6130 - Subcontractor Expense	27,624.42
6150 - Bank Service Fees	106.95
6200 - Shipping	35.93
6204 - Computer Hardware & Software	24,300.56
6205 - Office Supplies	2,883.51
6300 - Marketing	6,399.66
6350 - Taxes	20.00
6400 - Travel	479.07
6500 - Insurance Expense	501.00
6600 - Accounting Fees	850.00
6601 - Legal Fees	11,100.00
6800 - Miscellaneous	0.14
6900 - Meals & Entertainment	955.25
6900 - Rent & Utilities	4,703.12
<b>Total Expenses</b>	<b>\$ 121,223.57</b>
<b>Net Operating Income</b>	<b>-\$ 111,223.57</b>
<b>Other Expenses</b>	
7000 - Interest Expense	10,687.87
7001 - Depreciation Expense	3,220.42
<b>Total Other Expenses</b>	<b>\$ 13,908.29</b>
<b>Net Other Income</b>	<b>-\$ 13,908.29</b>
<b>Net Income</b>	<b>-\$ 125,131.86</b>

*2,822.59 (1,544.66)*

Tuesday, Aug 16, 2016 11:15:59 AM PDT GMT-5 - Accrual Basis

**STATE OF CALIFORNIA**  
**DEPARTMENT OF REVENUE**  
**SALES TAX REPORT**

SALES TAXPAYER	SALES TAX PERIOD	SALES TAX	SALES TAX CREDIT	NET SALES TAX
ABC COMPANY	01/01/2023	1000.00	0.00	1000.00
DEF COMPANY	01/01/2023	2000.00	0.00	2000.00
GHI COMPANY	01/01/2023	3000.00	0.00	3000.00
JKL COMPANY	01/01/2023	4000.00	0.00	4000.00
MNO COMPANY	01/01/2023	5000.00	0.00	5000.00
PQR COMPANY	01/01/2023	6000.00	0.00	6000.00
STU COMPANY	01/01/2023	7000.00	0.00	7000.00
VWX COMPANY	01/01/2023	8000.00	0.00	8000.00
YZA COMPANY	01/01/2023	9000.00	0.00	9000.00
BCD COMPANY	01/01/2023	10000.00	0.00	10000.00
EFG COMPANY	01/01/2023	11000.00	0.00	11000.00
HJK COMPANY	01/01/2023	12000.00	0.00	12000.00
LMN COMPANY	01/01/2023	13000.00	0.00	13000.00
OPQ COMPANY	01/01/2023	14000.00	0.00	14000.00
RST COMPANY	01/01/2023	15000.00	0.00	15000.00
UVW COMPANY	01/01/2023	16000.00	0.00	16000.00
XYZ COMPANY	01/01/2023	17000.00	0.00	17000.00
ABC COMPANY	02/01/2023	1000.00	0.00	1000.00
DEF COMPANY	02/01/2023	2000.00	0.00	2000.00
GHI COMPANY	02/01/2023	3000.00	0.00	3000.00
JKL COMPANY	02/01/2023	4000.00	0.00	4000.00
MNO COMPANY	02/01/2023	5000.00	0.00	5000.00
PQR COMPANY	02/01/2023	6000.00	0.00	6000.00
STU COMPANY	02/01/2023	7000.00	0.00	7000.00
VWX COMPANY	02/01/2023	8000.00	0.00	8000.00
YZA COMPANY	02/01/2023	9000.00	0.00	9000.00
BCD COMPANY	02/01/2023	10000.00	0.00	10000.00
EFG COMPANY	02/01/2023	11000.00	0.00	11000.00
HJK COMPANY	02/01/2023	12000.00	0.00	12000.00
LMN COMPANY	02/01/2023	13000.00	0.00	13000.00
OPQ COMPANY	02/01/2023	14000.00	0.00	14000.00
RST COMPANY	02/01/2023	15000.00	0.00	15000.00
UVW COMPANY	02/01/2023	16000.00	0.00	16000.00
XYZ COMPANY	02/01/2023	17000.00	0.00	17000.00

**Mobile Mesh Games, LLC**  
**Profit and Loss**  
 January 1 - August 16, 2016

	<u>Total</u>	
<b>Income</b>		
<b>Sales</b>		0.00
<b>Total Income</b>	\$	<u>0.00</u>
<b>Expenses</b>		
<b>6100 - Payroll</b>		
<b>6101 - Salaries &amp; Wages</b>		47,782.56
<b>6102 - Payroll Taxes</b>		7,562.92
<b>Total 6100 - Payroll</b>	\$	<u>55,345.48</u>
<b>6130 - Subcontractor Expense</b>		15,259.88
<b>6150 - Bank Service Fees</b>		60.00
<b>6200 - Shipping</b>		5.75
<b>6204 - Computer Hardware &amp; Software</b>		5,646.59
<b>6205 - Office Supplies</b>		887.02
<b>6300 - Marketing</b>		6,109.60
<b>6400 - Travel</b>		119.13
<b>6600 - Accounting Fees</b>		1,670.60
<b>6601 - Legal Fees</b>		1,006.25
<b>6900 - Meals &amp; Entertainment</b>		717.24
<b>6900 - Rent &amp; Utilities</b>		9,767.77
<b>Software</b>		35.28
<b>Total Expenses</b>	\$	<u>96,630.59</u>
<b>Net Operating Income</b>	-\$	<u>96,630.59</u>
<b>Other Expenses</b>		
<b>7000 - Interest Expense</b>		5,834.15
<b>7001 - Depreciation Expense</b>		2,240.83
<b>Total Other Expenses</b>	\$	<u>8,074.98</u>
<b>Net Other Income</b>	-\$	<u>8,074.98</u>
<b>Net Income</b>	-\$	<u>104,705.57</u>

3,655.36 (3907.56)

Tuesday, Aug 16, 2016 11:16:21 AM PDT GMT-5 - Accrual Basis



**Mobile Mesh Games, LLC**  
**Balance Sheet**  
As of August 16, 2016

	Total
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank Accounts</b>	
1000 - BUSINESS (XX 6516)	25,637.74
<b>Total Bank Accounts</b>	<b>\$ 25,637.74</b>
<b>Other current assets</b>	
1700 - Due From Meeper	2,269.96
1800 - Loan Origination Fees	6,220.00
1802 - Loan Fee Amortization	-1,131.70
<b>Total Other current assets</b>	<b>\$ 7,358.26</b>
<b>Total Current Assets</b>	<b>\$ 32,996.00</b>
<b>Fixed Assets</b>	
1300 - Computer Equipment & Software	16,490.54
1301 - Accumulated Depreciation	-5,461.25
<b>Total Fixed Assets</b>	<b>\$ 11,029.29</b>
<b>TOTAL ASSETS</b>	<b>\$ 44,025.29</b>
<b>LIABILITIES AND EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000 - Accounts Payable	4,800.40
<b>Total Accounts Payable</b>	<b>\$ 4,800.40</b>
<b>Total Current Liabilities</b>	<b>\$ 4,800.40</b>
<b>Long-Term Liabilities</b>	
2600 - Notes Payable	0.00
2601 - City of Whitewater	102,510.00
2601.1 - Accrued Interest City of WW	5,808.90
2602 - City of Whitewater CDA Loan	21,710.00
<b>Total 2600 - Notes Payable</b>	<b>\$ 130,028.90</b>
2700 - Convertible Debt	
2701 - City of Whitewater	102,000.00
2701.1 - Accrued Interest City of WW	7,695.32
2702 - Whitewater Bancorp	25,000.00
2702.1 - Accrued Interest Whitewater Bancorp	1,886.10
<b>Total 2700 - Convertible Debt</b>	<b>\$ 136,581.42</b>
<b>Total Long-Term Liabilities</b>	<b>\$ 266,610.32</b>
<b>Total Liabilities</b>	<b>\$ 271,410.72</b>
<b>Equity</b>	
3000 - Common Stock	2,500.00
3001 - Opening Balance Equity	0.00
3002 - Retained Earnings	-125,179.86

Net Income		-104,705.57
Total Equity	<b>-\$</b>	<b>227,385.43</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$</b>	<b>44,025.29</b>

Tuesday, Aug 16, 2016 11:16:47 AM PDT GMT-5 - Accrual Basis



**EXHIBIT 16**

**Subject:** Re: Meeper Update  
**From:** Patrick Cannon (pcannon53590@yahoo.com)  
**To:** liz@meepertek.com;  
**Date:** Wednesday, August 17, 2016 8:20 AM

Liz

I can't seem to download the financials

could you please resend?

Thanks

On Tuesday, August 16, 2016 9:12 PM, Liz Eversoll <liz@meepertek.com> wrote:

Hi Pat, Here is the update for Meeper. Please let me know if you have questions. Thanks. Liz

### **Accomplishments**

Meeper has released a commercially viable product, meeperBOT 2.0, which is sold in 42 stores and carried in the Demco library catalog, selling a few thousand BOTS to date. We have hired a contract manufacturer who will source all components, assemble, pack and ship – this has been a lengthy process lining up our supply chain and manufacturing. We are ramping inventory for 35,000 BOTS and our goal is to drive to those sales this year. We have hired over 30 independent sales reps covering most of the US and have many inquiries for distribution of the meeperBOT. We are also working with Demco to develop STEM programming activities which will be promoted by Demco to libraries and schools and delivered in the BOT controller App.

### **Challenges**

Lining up our supply chain and manufacturing – and actually getting them to deliver on time has been a large challenge and delayed our sales ramp due to lack of inventory. We are also capital constrained with regards to building inventory and have run out of BOTS to sell multiple times.

### **Next Steps**

We have signed Heritage Ventures to lead our investment round of \$2.4M. We have strong interest and anticipate a first close of this in 60-90 days. Funding will be used to build inventory, make improvements to BOT2.0 and develop our next product for release in 1Q2017. We will also complete the buildout of a retail location in WW – we have been delayed due to lack of inventory for a retail location.

### **Loans**

We require the completion of our fundraiser for inventory to meet our backorders and drive to holiday sales to meet our goals. We'd like to bring current the loan interest/principal current and make regular payments thereafter upon completion of our first tranche close in an estimated 60-90 days.

### **Liz Eversoll, CEO**

Meeper Technology, LLC  
608.220.1900 m  
[liz@meepertek.com](mailto:liz@meepertek.com)  
[www.meeperbot.com](http://www.meeperbot.com)

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**Meeper Technology, LLC**  
**Profit and Loss**  
 January - December 2015

	<b>Total</b>
<b>Income</b>	
4000 - Grant Revenue	10,000.00
4001 - Product Sales	15,207.66
Returns	-832.44
<b>Total Income</b>	<b>\$ 24,375.22</b>
<b>Cost of Goods Sold</b>	
5000 - COGS Materials	26,075.22
5001 - Parts	6,904.97
<b>Total Cost of Goods Sold</b>	<b>\$ 32,980.19</b>
<b>Gross Profit</b>	<b>-\$ 8,604.97</b>
<b>Expenses</b>	
6000 - Supplies	1,470.06
6001 - Prototype Expense	3,009.84
6001 - Shipping	3,091.94
6002 - Packaging	1,051.26
6003 - Marketing & Design	5,679.65
6005 - Subcontractor Expense	7,551.33
6007 - Equipment expense	5,071.84
6100 - Payroll	
6101 - Wages & Salary	111,822.56
6102 - Payroll Taxes	7,413.73
<b>Total 6100 - Payroll</b>	<b>\$ 119,236.29</b>
6170 Merchant Fees	60.00
6200 - Travel Expenses	
6201 - Automobile	1,659.24
6203 - Meals & Entertainment	1,521.01
<b>Total 6200 - Travel Expenses</b>	<b>\$ 3,180.25</b>
6270 - Tooling Expense	12,476.50
6300 - Advertising & Promotion	1,352.10
6300 - Software, Internet, & Computer Expense	1,464.47
6301 - Rent & Utilities	8,156.96
6302 - Legal & Professional Fees	8,584.00
6800 - Miscellaneous	-0.42
6901 - Bank Service Fees	313.02
6903 - Taxes & Licenses	45.00
7000 - Interest Expense	10,687.87
<b>Total Expenses</b>	<b>\$ 192,481.96</b>
<b>Net Operating Income</b>	<b>-\$ 201,086.93</b>
<b>Other Expenses</b>	
7001 - Depreciation Expense	1,801.35
<b>Total Other Expenses</b>	<b>\$ 1,801.35</b>

2011 Supplemental Financial Statements

Account	2011	2010
Accounts receivable	1,234,567	1,123,456
Accounts payable	987,654	876,543
Inventory	543,210	654,321
Prepaid expenses	123,456	234,567
Other assets	765,432	654,321
Accounts receivable, net	1,111,111	1,000,000
Accounts payable, net	876,543	765,432
Inventory, net	432,109	543,210
Prepaid expenses, net	112,345	223,456
Other assets, net	654,321	543,210
Total	3,116,748	2,969,209

Net Other Income	\$	1,801.35
Net Income	\$	202,888.28

Tuesday, Aug 16, 2016 08:52:39 PM PDT GMT-5 - Accrual Basis



**Meeper Technology, LLC**  
**Profit and Loss**  
**January 1 - August 16, 2016**

	<b>Total</b>
<b>Income</b>	
4001 - Product Sales	62,813.33
4002 - Product Return	-1,722.50
4003 - Shipping Income	1,065.53
<b>Total Income</b>	<b>\$ 62,156.36</b>
<b>Cost of Goods Sold</b>	
5000 - COGS Materials	35,992.61
5040 - COGS Merchant Fees	
5041 - Square Merchant Fees	102.78
5042 - Paypal Merchant Fees	83.14
<b>Total 5040 - COGS Merchant Fees</b>	<b>\$ 185.92</b>
<b>Total Cost of Goods Sold</b>	<b>\$ 36,178.53</b>
<b>Gross Profit</b>	<b>\$ 25,977.83</b>
<b>Expenses</b>	
6000 - Supplies	4,477.55
6001 - Shipping	11,560.59
6002 - Packaging	8,115.19
6003 - Marketing & Design	17,489.92
6005 - Subcontractor Expense	26,356.98
6006 - Product Safety Testing	6,023.32
6100 - Payroll	
6101 - Wages & Salary	31,052.27
6102 - Payroll Taxes	2,785.12
<b>Total 6100 - Payroll</b>	<b>\$ 33,837.39</b>
6170 Merchant Fees	84.00
6200 - Travel Expenses	
6201 - Automobile	1,611.83
6203 - Meals & Entertainment	2,909.49
6204 - Lodging	3,930.76
6302 - Airfare	2,820.75
<b>Total 6200 - Travel Expenses</b>	<b>\$ 11,272.83</b>
6300 - Software, Internet, & Computer Expense	4,061.05
6301 - Rent & Utilities	2,485.05
6302 - Legal & Professional Fees	4,497.75
6303 - Insurance Expense	2,111.32
6901 - Bank Service Fees	269.67
6902 - Charitable Contributions	250.00
6903 - Taxes & Licenses	415.19
7000 - Interest Expense	6,365.62
Office Expenses	293.27
Purchases	705.00

2014-2015 Financial Report  
Budgetary Control  
Table of Budget Control

Account	2014	2015
1000	1000	1000
1001	1001	1001
1002	1002	1002
1003	1003	1003
1004	1004	1004
1005	1005	1005
1006	1006	1006
1007	1007	1007
1008	1008	1008
1009	1009	1009
1010	1010	1010
1011	1011	1011
1012	1012	1012
1013	1013	1013
1014	1014	1014
1015	1015	1015
1016	1016	1016
1017	1017	1017
1018	1018	1018
1019	1019	1019
1020	1020	1020
1021	1021	1021
1022	1022	1022
1023	1023	1023
1024	1024	1024
1025	1025	1025
1026	1026	1026
1027	1027	1027
1028	1028	1028
1029	1029	1029
1030	1030	1030
1031	1031	1031
1032	1032	1032
1033	1033	1033
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1036	1036	1036
1037	1037	1037
1038	1038	1038
1039	1039	1039
1040	1040	1040
1041	1041	1041
1042	1042	1042
1043	1043	1043
1044	1044	1044
1045	1045	1045
1046	1046	1046
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1068	1068	1068
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1080	1080	1080
1081	1081	1081
1082	1082	1082
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1086	1086	1086
1087	1087	1087
1088	1088	1088
1089	1089	1089
1090	1090	1090
1091	1091	1091
1092	1092	1092
1093	1093	1093
1094	1094	1094
1095	1095	1095
1096	1096	1096
1097	1097	1097
1098	1098	1098
1099	1099	1099



<b>Total Expenses</b>	<b>\$</b>	<b>140,671.69</b>
<b>Net Operating Income</b>	<b>-\$</b>	<b>114,693.86</b>
<b>Other Expenses</b>		
7001 - Depreciation Expense		1,717.18
9999 - Ask Liz		500.00
<b>Total Other Expenses</b>	<b>\$</b>	<b>2,217.18</b>
<b>Net Other Income</b>	<b>-\$</b>	<b>2,217.18</b>
<b>Net Income</b>	<b>-\$</b>	<b>116,911.04</b>

Tuesday, Aug 16, 2016 08:52:20 PM PDT GMT-5 - Accrual Basis

1. The Board of Directors has approved the following resolution:

RESOLVED, that the Board of Directors hereby authorizes the President and the Secretary of the Corporation to execute and deliver all documents necessary to carry out the purposes of the above resolution.

WITNESSED my hand and the seal of the Corporation this 15th day of June, 2020.

**Meeper Technology, LLC**  
**Balance Sheet**  
As of August 16, 2016

	<b>Total</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank Accounts</b>	
1000 BUSINESS (XX 6575)	2,722.72
Bill.com Money Out Clearing	0.00
<b>Total Bank Accounts</b>	<b>\$ 2,722.72</b>
<b>Accounts Receivable</b>	
1200 Accounts Receivable	0.00
<b>Total Accounts Receivable</b>	<b>\$ 0.00</b>
<b>Other current assets</b>	
1300 Finished Goods Inventory	0.00
1301 Raw Materials Inventory	19,024.67
1401 Prepaid Expenses	2,322.68
1800 - Loan Origination Fees	6,820.00
1801 - Amortized Loan Origination Fee	-1,153.12
<b>Inventory Asset</b>	1,580.00
<b>Total Other current assets</b>	<b>\$ 28,594.23</b>
<b>Total Current Assets</b>	<b>\$ 31,316.95</b>
<b>Fixed Assets</b>	
1600 - Equipment	16,318.15
1605 - Accumulated Depreciation	-3,518.53
<b>Total Fixed Assets</b>	<b>\$ 12,799.62</b>
<b>TOTAL ASSETS</b>	<b>\$ 44,116.57</b>
<b>LIABILITIES AND EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000 Accounts Payable	21,616.31
<b>Total Accounts Payable</b>	<b>\$ 21,616.31</b>
<b>Other Current Liabilities</b>	
2300 - Deferred Revenue	0.00
2301 - Sales Tax Payable	76.21
<b>Total Other Current Liabilities</b>	<b>\$ 76.21</b>
<b>Total Current Liabilities</b>	<b>\$ 21,692.52</b>
<b>Long-Term Liabilities</b>	
<b>2600 - Notes Payable</b>	
2601 - City of Whitewater	102,510.00
2601.1 - Accrued Interest City of WW	5,808.90
2602 - City of Whitewater CDA Loan	82,310.00
<b>Total 2600 - Notes Payable</b>	<b>\$ 190,628.90</b>
2700 - Convertible Debt	

2701 - City of Whitewater	102,000.00
2701.1 - Accrued Interest City of WW	7,638.67
2702 - Whitewater Bancorp	50,000.00
2702.1 Accrued Interest Whitewater Bancorp	2,452.80
<b>Total 2700 - Convertible Debt</b>	<b>\$ 162,091.47</b>
<b>Total Long-Term Liabilities</b>	<b>\$ 352,720.37</b>
<b>Total Liabilities</b>	<b>\$ 374,412.89</b>
<b>Equity</b>	
3000 - Common Stock	10,000.00
3100 - Retained Earnings	-223,385.28
Opening Balance Equity	0.00
Net Income	-116,911.04
<b>Total Equity</b>	<b>-\$ 330,296.32</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 44,116.57</b>

Tuesday, Aug 16, 2016 08:52:01 PM PDT GMT-5 - Accrual Basis

**Whitewater Community Development Authority  
Board of Directors  
Meeting Minutes  
08/20/2014**

**1. Call to Order and Roll Call**

Chairman Jeff Knight called the meeting to order at 5pm.

Present: Jim Allen, Donna Henry, Larry Kachel, Jeff Knight, Bruce Parker,  
Patrick Singer

Absent: Jim Winship

Also: Patrick Cannon, Anna Schwarz, Jim Migliorisi, Anne Migliorisi

**2. Hearing of Citizen Comments**

None

**3. Approval of Agenda**

A motion was made to approve the Agenda as presented.

Singer (1); Allen (2)

Aye: All via Acclamation (6)

Nay: None

**4. Approval of Minutes**

**a. July 16, 2014**

A motion was made to approve the Minutes as presented.

Allen (1); Parker (2)

Aye: All via Acclamation (6)

Nay: None

**5. Acceptance of Financial Statements**

**a. July 2014**

A motion was made to approve the July 2014 financial statements with the direction to staff to return with a report regarding the Walenton/Learning Depot loan at the next Board of Directors meeting.

Singer (1); Allen (2)

Aye: All via Acclamation (6)

Nay: None

- 6. Adjourn into closed session per Wisconsin State Statutes 19.85(1)(e) “Deliberating or negotiating the purchase of public property, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.”**
- a. Consideration and discussion of Capital Catalyst Fund request based upon the recommendation of the Capital Catalyst Screening Committee**
    - i. Software development company-Grant Request**
    - ii. Software development company-Royalty Investment Request**
  - b. Consideration and discussion of a CDBG RLF loan request.**
  - c. Update the potential construction of a second facility in the Technology Park**
  - d. Update on negotiations with potential retail, manufacturing and other businesses that are considering locating in the City of Whitewater and are requesting City of Whitewater related financial assistance or concessions.**

A motion was made to adjourn into closed session per Wisconsin State Statutes 19.85(1)(e) “Deliberating or negotiating the purchase of public property, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session,” and to allow Patrick Cannon and Anna Schwarz to remain in the closed session portion of the meeting.

Knight (1); Allen (2)

Aye: Allen, Henry, Kachel, Knight, Parker, Singer

Nay: None

- 7. Reconvene into open session to take action on closed session items as needed.**

A motion was made to reconvene in open session.

Singer (1); Kachel (2)

Aye: All via Acclamation (6)

Nay: None

A motion was made to Approve a \$100,000 CDBG loan to Anne and Jim Migliorisi of Jimmy’s Classic Italian Beef for the purchase of the property at 535 East Milwaukee St., Whitewater, WI 53190 contingent upon the Whitewater CDA holding first position on mortgage to property.

Henry (1); Parker (2)

Aye: Allen, Henry, Kachel, Knight, Singer, Parker

Nay: None

A motion was made to Approve the \$42,000 Capital Catalyst Fund Royalty Investment request from Slipstream, LLC. contingent upon the satisfaction of the teaming agreement with SOLOMO Technology, Inc.

Kachel (1), Allen (2)

Aye: Allen, Henry, Kachel, Singer, Parker

Nay: None

Abstention: Knight

The board took no further action on any other closed session items.

**8. Consideration and discussion of changes made during the City Zoning re-write process and the required plan review and approval process for applications within the Business Park.**

The board indicated the need to streamline and consolidate the approval process, creating a “one stop shop”. The board directed staff to meet next week, with various stakeholders, including the new neighborhood services director, and report back to the board at the next meeting.

**9. Consideration and discussion of proposed amendments to the Capital Catalyst Fund Manual (previously named the Whitewater Seed Accelerator Fund).**

A motion was made to approve all amendments to the Capital Catalyst Fund Manual including the addition of the following language, “All Seed Capital Catalyst Fund applications for funding shall be submitted to staff in entirety a minimum of ten (10) days prior to the Seed Capital Screening Committee meeting and applicants are encouraged to submit earlier to ensure that all documents have been received.”

Kachel (1); Singer (2)

Aye: All via Acclamation (6)

Nay: None

**10. Update on the citywide fiber optics project for the city including the Business Park and Technology Parks.**

Staff has contact Anita Galucci and City Staff, CDA Staff, and Ms. Galucci have worked together to re-draft the planning document related to citywide fiber optics.

**11. Update on long-term marketing and community branding project.**

Staff will be working with a graphic designer to complete a redesign of the community branding piece.

**12. Update on proposal with Department of Workforce Development regarding interns and educational opportunities.**

The board encouraged staff to work with the Department of Workforce Development to disseminate informational materials to Whitewater businesses regarding the FastForward Grants available related to literacy and the employer matching program.

**13. Future agenda referrals**

The board requested that an Annual Review be added to a future agenda. Long range planning and priority setting would be part of this review process.

**14. Adjourn**

A motion was made to adjourn the meeting.

Kachel (1); Allen (2)

Aye: All via Acclamation (6)

Nay: None

The meeting was adjourned at 7:09pm.

*These minutes were reviewed and approved the CDA Board of Directors at its meeting on: 09/10/14.*



*Jeffery Knight, Chairman*



*Anna Schwarz, Recorder*



Whitewater Community Development Authority  
Board of Directors  
April 23<sup>rd</sup>, 2014  
Meeting Minutes

**1. Call to Order and Roll Call.**

The meeting was called to order by Chairman Jeff Knight at 5:05pm.

Present: Jim Allen, Donna Henry, Larry Kachel, Jeff Knight, Greg Meyer, Patrick Singer, Jim Winship (5:08pm)

Absent: None

Also: Patrick Cannon, Anna Schwarz

**2. Hearing of Citizen Comments**

None

**3. Approval of Agenda**

Move to Approve the Agenda as presented.

Singer (1); Meyer (2)

Aye: All via Acclamation (6)

Nay: None

**4. Approval of Minutes**

**a. March 26, 2014**

Move to Approve the March 26, 2014 minutes as presented.

Singer (1); Meyer (2)

Aye: All via Acclamation (6)

Nay: None

**5. Acceptance of Financial Statements**

**a. March, 2014**

Move to Approve the March, 2014 Financial Statements as presented.

Singer (1); Kachel (2)

Aye: All via Acclamation (6)

Nay: None

**6. Adjourn to closed session per Wisconsin State Statutes 19.85 (1)(e) "Deliberating or negotiating the purchase of public property, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session".**

**a. Consideration and discussion of Capital Catalyst Fund request based upon the recommendation of the Capital Catalyst Screening Committee**

- i. Software development company
- b. Consideration and discussion of two CDBG loan requests
  - i. Software development company
  - ii. Software development company
- c. Update on negotiations with potential retail, manufacturing and other businesses that are considering locating in the City of Whitewater and are requesting City of Whitewater related financial assistance or concessions.

A motion was made to adjourn to closed session and to allow Patrick Cannon and Anna Schwarz to remain in the closed session portion of the meeting.

Kachel (1); Allen (2)

Aye: Allen, Henry, Kachel, Knight, Meyer, Singer, Winship (7)

Nay: None

**7. Reconvene into open session to take action on closed session items as needed.**

A motion was made to reconvene in open session.

Winship (1); Allen (2)

Aye: All via Acclamation (7)

Nay: None

A motion was made to approve the recommendation of the Capital Catalyst Seed Capital Screening Committee for a \$10,000 Capital Catalyst Fund grant to EdViewRate with the contingency that a Business Manager is hired within 60 days.

Kachel (1); Henry (2)

Aye: Allen, Henry, Kachel, Knight, Meyer, Singer, Winship (7)

Nay: None

No Action Was Taken by the CDA Board of Directors on closed session item b. i.

A motion was made to approve a \$32,000 line of credit from the UDAG fund with a term of one year, to Choton Basu/Slipstream with a personal guarantee from Choton Basu.

Winship (1); Meyer (2)

Aye: Allen, Henry, Knight, Meyer, Singer, Winship (6)

Nay: None

Abstain: Kachel

**8. Consideration and discussion of proposed amendments to the CDBG-RLF Economic Development Loan manual.**

A motion was made to approve all staff recommended changes to the CDBG-RLF Economic Development Loan manual, with the exception of the change to \$35,000 on pg. 14, that change is not accepted and the amount in that section shall remain \$20,000.

Winship (1); Singer (2)

Aye: Allen, Henry, Kachel, Knight, Meyer, Singer, Winship (7)

Nay: None

**9. Consideration and discussion of an action required to not participate in the Non-Regional CDBG Housing Program.**

A motion was made to direct staff to request that the Whitewater community be placed entirely into Walworth County for the purposes of the Non-Regional CDBG Housing Program before the board takes further action to join this program.

Singer (1); Winship (2)

Aye: All via Acclamation (7)

Nay: None

**10. Update on the fiber optics projects for the city including the Business Park and Technology Parks.**

Staff indicated that they had met with Ms. Anita Gallucci, an Attorney with the Boardman Clark law firm. Ms. Gallucci works with the telecommunications issues that many municipalities must answer when they address this issue.

It was reported that the City could create a system that would be owned and operated by the City. State Statutes define the process. With this in mind, various options will need to be analyzed.

It was recommended that a joint meeting be held with the City, CDA and Technology Park Board to discuss the options with Ms. Gallucci.

No formal action was taken at this time.

**11. Update on long term marketing and community branding project.**

Staff held a meeting with various community-wide stakeholders to identify and craft a vision for the marketing and community branding for the City of Whitewater. The meeting went very well and we will be moving forward with the creation of a marketing brochure to be used throughout the community highlighting Whitewater.

The long term vision for community branding will most likely need to be addressed with the assistance of a professional.

The board directed staff to identify various professional community branding services and the corresponding prices and bring that information to the next meeting.

**12. Future agenda referrals and setting future meeting dates/times.**

No future agenda referrals.

The board discussed future meeting dates/ times and the meetings will remain on the fourth Wednesday of the month at 5pm, except for July when the meeting will be on the fifth Wednesday of the month at 5pm.

**13. Adjourn**

A motion was made to adjourn the meeting.

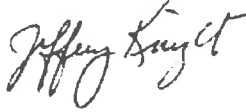
Singer (1); Allen (2)

Aye: All via Acclamation

Nay: None

The meeting was adjourned at 7:30pm.

*These minutes were reviewed and approved the CDA Board of Directors at its meeting on: 05/28/2014.*



*Jeffery Knight, Chairman*



*Anna C. Schwarz, Recorder*

Whitewater Community Development Authority  
Board of Directors  
February 26<sup>th</sup>, 2014  
Meeting Minutes

**1. Call to Order and Roll Call.**

The meeting was called to order by Chairman Jeff Knight at 5:40pm.

Present: Jim Allen, Donna Henry, Larry Kachel, Jeff Knight, Greg Meyer, Patrick Singer, Jim Winship

Absent: None

Also: Patrick Cannon, Anna Schwarz

**2. Hearing of Citizen Comments.**

None

**3. Approval of Agenda**

Move to Approve the Agenda as presented.

Singer (1); Kachel (2)

Aye: All via Acclamation (7)

Nay: None

**4. Approval of Minutes**

**a. January 22, 2014**

Move to Approve the January 22, 2014 Minutes as presented.

Singer (1); Allen (2)

Aye: All via Acclamation (7)

Nay: None

**5. Acceptance of Financial Statements**

**a. January, 2014**

Move to Accept the January 2014 Financial Statements as presented.

Allen (1); Henry (2)

Aye: All via Acclamation (7)

Nay: None

**6. Consideration and discussion of a request from Whitewater Community Garden to utilize a portion of CDA owned property to expand their gardens.**

Brienne Brown presented a PowerPoint about the requested space for the Whitewater Community Garden.

The CDA Board discussed this request with Whitewater Community Garden representatives and directed staff to add this item to the March Agenda for further discussion.

- 7. Adjourn into closed session per Wisconsin State Statutes 19.85(1)(e) "Deliberating or negotiating the purchase of public property, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session."**
- a. **Consideration and discussion of a CDBG loan requests**
    - i. **Software development company working in the retail industry**
    - ii. **Software development and manufacturing company**
  - b. **Consideration and discussion of Capital Catalyst Fund requests based upon the recommendation of the Capital Catalyst Screening Committee**
    - i. **Software development and manufacturing company**
    - ii. **Machine Development Company**
  - c. **Update on negotiations with potential retail, manufacturing, and other businesses that are considering locating in the City of Whitewater and are requesting City of Whitewater related financial assistance or concessions.**
  - d. **Consideration and discussion of a proposed Development Agreement with DP Electronic Recycling regarding the sale of approximately 10.96 acres in the Technology Park.**

A motion was made to adjourn into closed session and to allow Patrick Cannon and Anna Schwarz to remain in the closed session portion of the meeting.

Knight (1); Allen (2)

Aye: Allen, Henry, Kachel, Knight, Meyer, Singer, Winship (7)

Nay: None

**8. Reconvene into open session to take action on closed session items as needed.**

A motion was made to reconvene in open session.

Allen (1); Kachel (2)

Aye: All via Acclamation (7)

Nay: None

- A motion was made to approve a \$10,000 Seed Capital Catalyst Fund grant to Thermodata Corporation with the stipulation that Thermodata Corporation sign a lease agreement in the Technology Park for no less than 3 years.

Allen (1); Henry (2)

Aye: Allen, Henry, Kachel, Knight, Meyer, Singer, Winship

Nay: None

A motion was made to approve a \$100,000 CDBG loan to Pinpoint Software, Inc.

Singer (1); Winship (2)

Aye: Allen, Henry, Knight, Meyer, Singer, Winship

Nay: None

Abstention: Kachel

A motion was made to approve a \$100,000 CDBG loan to Thermodata Corporation with the stipulations that they execute a long-term lease agreement in the Technology Park and that they provide a personal guaranty.

Winship (1); Kachel (2)

Aye: Allen, Henry, Kachel, Knight, Meyer, Singer, Winship

Nay: None

A motion was made to authorize the Chairman, Jeffery Knight, to sign a Development Agreement with D.P. Electronic Recycling for the sale of 10.96 acres in the Technology Park, provided that there are no substantive changes from Draft #8 of the Development Agreement.

Allen (1); Winship (2)

Aye: Allen, Henry, Kachel, Knight, Meyer, Singer, Winship

Nay: None

**9. Consideration and discussion of a Resolution regarding Innovation Center Lease Agreements.**

A motion was made to Approve the Resolution regarding Innovation Center Lease Agreements.

Singer (1); Kachel (2)

Aye: All via Acclamation (7)

Nay: None

**10. Consideration and discussion of Nondisclosure Agreement and Code of Conduct Agreement for the Whitewater University Technology Park.**

There was consensus among the CDA Board of Directors regarding the appropriateness of these documents. Staff was directed to share this consensus with the Whitewater University Technology Park Board.

**11. Consideration and discussion of authorizing the Chairperson and other required parties to enter into a contract with the Wisconsin Economic Development Corporation (WEDC) regarding the Capital Catalyst Fund (Contract FY 14-22235).**

There was a motion to authorize the Chairman, Jeffery Knight, and other required parties to enter into a contract with the Wisconsin Economic Development Corporation (WEDC) and include relevant/necessary Capital Catalyst Fund corporation information.

Kachel (1); Henry (2)

Aye: Allen, Henry, Kachel, Knight, Meyer, Singer, Winship

Nay: None

**12. Consideration and discussion of the establishment of a corporation to assist with equity investments under the Capital Catalyst Fund.**

The Board of Directors considered the list of potential corporation names provided by staff and Board of Directors members and after discussion and straw poll voting the consensus was reached that the name should be "Growing Whitewater's Economy (GWE)".

**13. Consideration and discussion of a potential settlement regarding the damages to the building at N9601 Howard Road.**

A motion was made to direct Patrick Cannon to move forward with demolition of the building and settlement of the claim at N9601 Howard Road.

Singer (1); Kachel (2)

Aye: All via Acclamation (7)

Nay: None

**14. Consideration and discussion of potential public improvements required for TIF #5, #6, #7 including authorizing borrowing to fund the studies completed by outside parties.**

The Board of Directors directed Patrick Cannon to get estimates on the cost of the studies required to identify the potential public improvements to these TIF areas and to work with City Staff to connect this project with City Borrowing.

**15. Consideration and discussion fiber optics project for the city including the Business Park and Technology Parks.**

The Board of Directors directed CDA staff to make this a high priority and to work with City staff to get this completed as quickly as possible.



**16. Consideration and discussion of long term marketing and community branding project.**

The Board of Directors directed CDA staff to call a meeting of local organizations (ex. Downtown Whitewater, Inc., Greater Whitewater Committee, Whitewater Chamber, and Tourism) to discuss marketing and community branding. They also directed CDA staff to get a quote from Roger Brooks regarding potential marketing and branding services.

**17. Future agenda referrals.**

The Capital Catalyst Seed Capital Screening Committee future meetings could be moved up in the afternoon to allow CDA Board of Directors meetings to begin at 5pm.

The CDA Board of Directors will have its next Board meeting on Wednesday, March 26<sup>th</sup>, 2014 at 5pm at the Innovation Center.

**18. Adjourn**

A motion was made to adjourn the meeting.

Allen (1); Singer (2)

Aye: All via Acclamation (7)

Nay: None

Meeting Adjourned at 8:37pm.

*These minutes were reviewed and approved by the CDA Board of Directors at its meeting on: 03/26/2014*



*Jeffery Knight*  
Chairman



*Anna C. Schwarz*  
Recorder

Whitewater Community Development Authority  
Board of Directors  
June 25<sup>th</sup>, 2014  
Meeting Minutes

**1. Call to Order and Roll Call**

The meeting was called to order by Chairman Jeff Knight at 5:02pm.

Present: Donna Henry, Jeff Knight, Patrick Singer, Jim Winship

Absent: Jim Allen, Larry Kachel, Bruce Parker

Also: Patrick Cannon, Cameron Clapper, Anna Schwarz, John Anello, Jim Caldwell

**2. Hearing of Citizen Comments**

None

**3. Approval of Agenda**

A motion was made to Approve the Agenda with the amendment that Item #11 is moved up to after Item #7 and before Item #8.

Winship (1); Singer (2)

Aye: All via Acclamation (4)

Nay: None

**4. Approval of Minutes**

**a. May 28, 2014**

**b. June 6, 2014**

A motion was made to Approve the Minutes from May 28, 2014 and June 6, 2014.

Singer (1); Henry (2)

Aye: All via Acclamation (4)

Nay: None

**5. Acceptance of Financial Statements**

**a. May, 2014**

There will be a discussion of the PILOT agreement with the Technology Park at the next board meeting.

Staff will connect with Doug Saubert at City to get more information regarding the Innovation Center account.

A motion was made to Approve the May 2014 Financial Statements as presented.

Winship (1); Henry (2)

Aye: All via Acclamation (4)

Nay: None

6. **Adjourn to closed session per Wisconsin State Statutes 19.85(1)(e) "Deliberating or negotiating the purchase of public property, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session."**
- a. **Consideration and discussion of a CDBG loan request for a software development company**
  - b. **Update on negotiations with potential retail, manufacturing and other businesses that are considering locating in the City of Whitewater and are requesting City of Whitewater related financial assistance or concessions.**

A motion was made to adjourn into closed session and to allow Patrick Cannon, Anna Schwarz, Cameron Clapper, John Anello, and Jim Caldwell to remain in the closed session portion of the meeting.

Knight (1); Henry (2)

Aye: Henry, Knight, Singer, Winship (4)

Nay: None

7. **Reconvene into open session to take action on closed session items as needed.**

A motion was made to return to open session.

Winship (1); Henry (2)

Aye: All via Acclamation (4)

Nay: None

A motion was made to award EdViewRate a \$100,000 CDBG loan with the stipulation of a \$50,000 initial draw and the option for two additional \$25,000 draws within the next 18 months, if needed. The loan shall be due in 5 years at 4% interest with the first year of interest payments deferred and with the understanding that the CDA would be in first position on this loan through a General Business Security Agreement (GBSA).

Winship (1); Henry (2)

Aye: Henry, Knight, Singer, Winship (4)

Nay: None

11. **Consideration and discussion of the citywide fiber optics project for the city including the Business Park and Technology Parks.**

All people present at this Board of Directors meeting were also present at the dark fiber presentation on Tuesday, June 24<sup>th</sup> at 6pm.

Mr. Caldwell indicated that a feasibility study is the logical next step for this community in order to understand where we are and what needs we have.

Mr. Knight expressed the importance of including the business sector/industries in further discussions involving dark fiber with the city and school district. All entities need to be included in this effort in order to be successful. A private non-profit corporation could be set up to accomplish the goal of getting fiber to the technology/business parks.

Mr. Winship shared the importance of getting fiber to businesses, especially ones that require faster Internet connections. The speed factor is critical for all involved.

The next steps include gathering more information regarding costs for a feasibility study and costs for fiber and fiber conduits needs to be obtained in addition to determining who will pay for and complete the feasibility study.

**8. Consideration and discussion of the establishment of a for profit corporation for assisting with Capital Catalyst Fund investments.**

A packet of information was shared with the board at the last monthly meeting. This document was also forwarded to City and CDA legal and the University for review. The final review from legal has not yet been received and further discussion has not been had with the University.

Staff was directed to ask the Common Council and the University to review this document and provide feedback. More feedback from all entities involved is critical in order to promote partnership between all entities, which is vitally important for this success of this effort.

Many communities have already moved in this direction and it is the logical next step for the Whitewater community to move in this direction as well.

**9. Consideration and discussion of establish future meeting dates and times.**

Larry Kachel has indicated that Thursdays and Tuesdays are not good options for him, especially in the fall.

Mr. Winship indicated that he would like to see the meetings moved to the 2<sup>nd</sup> Wednesday of the month. Mr. Singer indicated that the 2<sup>nd</sup> Wednesday would work well for him. Mr. Clapper indicated that Wednesdays are difficult for him to make, but he can make it work.

A motion was made to change the meetings to the 2<sup>nd</sup> Wednesday of the month would be best beginning in the month of September.

Winship (1); Singer (2)

Aye: All via Acclamation (4)

Nay: None

Note that the next meetings of the CDA Board of Directors will be July 16<sup>th</sup> and August 20<sup>th</sup>.

**10. Consideration and discussion of developing a Plan Review and Approval process for applications within the Business Park and Technology Park.**

Staff was directed to formulate a policy indicating who specifically will be responsible for complete the review and approval.

The suggestion was made that this could mirror the current Technology Park Board structure.

**12. Update on long-term marketing and community branding project.**

Staff disseminated a draft marketing brochure and members of the Board gave feedback and suggestions. The stakeholders from the April meeting will be reconvening to discuss the brochure and the next steps in the near future.

**13. Future agenda referrals.**

The board had a discussion about potentially advertising in the Whitewater Chamber booklet, this will be discussed at a later meeting.

Workforce Training and the Fast Forward program will be discussed at a later meeting.

**14. Adjourn**

A motion was made to adjourn the meeting.

Winship (1); Henry (2)

Aye: All via Acclamation (4)

Nay: None

The meeting was adjourned at 7:07pm.

*These minutes were reviewed and approved the CDA Board of Directors at its meeting on: 07/16/2014.*



*Jeffery Knight, Chairman*



*Anna C. Schwarz, Recorder*

# Whitewater Community Development Authority Meeting Minutes September 28, 2016

**1. Call to order and roll call.**

The meeting was called to order by Chair Jeffery Knight at 5:05 p.m. The meeting was held at the Innovation Center, Room 105, located at 1221 Innovation Drive, Whitewater, WI 53190

Present: Knight, Henry, Allen (5:20), Parker, Singer, Winship (5:02)

Absent: Kachel

Also: Cameron Clapper, City Manager, Wallace McDonell,, City Attorney, Doug Saubert, Finance Director, Patrick Cannon CDA Executive Director

**2. HEARING OF CITIZEN COMMENTS.** *No formal CDA Action will be taken during this meeting although issues raised may become a part of a future agenda. Items on the agenda may not be discussed at this time.*

City Manager Clapper indicated that is the CDA members have a concern or issue with either a city operation or city employee, they should contact him directly.

**3. Approval of agenda**

Motion to approve the Agenda as presented

Singer (1); Henry (2)

Aye: All via voice vote (4)

Nay: None

**4. Approval of Minutes**

**a. August 22, 2016**

**b. September 12, 2016**

Motion to approve the Minutes for both meetings as presented

Singer (1); Henry (2)

Aye: All via voice vote (4)

Nay: None

**5. Acceptance of Financial Statements**

**a. August, 2016**

**b. Fund Balances**

**c. Loan Portfolio**

Dr. Winship enters the meeting at 5:02

Motion to approve the financial statements as presented

Singer (1); Henry (2)

Aye: All via voice vote (5)

Nay: None

**6. Consideration and discussion of CDA Loan portfolio and collection process for current and delinquent loan payments.**

Staff outlined the current loan process and how the application is processed and approved by the Board. The Board expressed a concern over the number of delinquent loans and how the collection process is being addressed.

Staff was directed to review the current delinquency policy and to draft a new policy outlining the loan approval process. The Board would like to review these items so that action can be taken where warranted.

Mr. Allen enters the meeting (5:20)

**7. Consideration and discussion of future CDA staffing needs and establishing short and long term goals for CDA operations.**

Staff outlined the current CDA staffing and the hiring process for the vacant position. The Board wanted to know the current job descriptions for the Executive Director position and how is it ranked within the City pay plan. The Board indicated that they would like to discuss the hiring of a full time Executive Director. However, they would like to defer this discussion to a special meeting due to time restraints.

**8. Consideration and discussion or proposed 2017 CDA budget.**

Staff provided the Board with a proposed 2017 budget. It outlined the funding necessary for continued operations at the existing staffing levels. The Board felt this was sufficient and that they could amend the budget at a later date if necessary based upon personnel changes.

**9. Adjourn to closed session per Wisconsin State Statutes 19.85(1)(e) "Deliberating or negotiating the purchase of public property, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session".**

- a. **Consideration and discussion of amending current CDA CDBG and Capital Catalyst loans to authorize appropriate closing costs to be included as part of the Note Agreement.**
- b. **Consideration and discussion of amending certain CDBG Loan Agreements to allow for an extended period of payment deferrals.**
- c. **Consideration and discussion of contract with Redevelopment Resources for management services.**
- d. **Update on negotiations with potential retail, manufacturing and other businesses that are considering locating in the City of Whitewater and are requesting City of Whitewater related financial assistance or concessions.**

Motion was made to move into closed session and allow Cameron Clapper, Doug Saubert and Patrick Cannon to remain in closed session

Knight (1); Allen (2)

Aye: Allen, Henry, Kachel, Parker, Singer, Knight

Nay: None

**10. Reconvene into open session to take action on closed session items as needed.**

Motion was made to return into open session

Allen (1); Winship (2)

Aye: All via voice vote (6)

Nay: None

In open session, the following actions were taken:

Regarding agenda item 9a

Motion was made to amend the current CDA CDBG and Capital Catalyst loans to authorize the appropriate closing costs to be included in the Note Agreement. This motion was to include all loans

Allen (1); Winship (2)

Aye: Allen, Henry, Parker, Singer, Winship, Knight

Nay: None

Regarding agenda item 9b

Motion was made to extend the deferred payment period from 12 to 24 months for CDBG loans awarded to SOLOMO Technology, Meeper and Mobile Mesh. The loans would still be repaid within the original ten year period.

Allen (1); Singer (2)

Aye: Allen, Henry, Parker, Singer, Winship, Knight

Nay: None

No further action was taken in open session

#### 11. CDA/Staff updates on:

##### a. Grocery store recruitment/marketing study

Staff indicated that they have been in contact with a potential grocer who has expressed an interest in opening a store in Whitewater.

##### b. Economic Development Specialist - CDA position

Staff indicated that this process is being held in abeyance pending a future meeting of the CDA regarding staffing.

##### c. Housing Study

A roundtable has been scheduled on October 12, 2016 for the major employers in the Business Park and City.

##### d. Business Park signage

Staff indicated that a conceptual sign has been provided by the sign company. Adjustments are being made to the sign.

##### e. Listing Real Estate Broker agreement

This agreement will be completed after the signs have been installed.

##### f. Department of Administration letter regarding CDBG loan program

Staff provided an update on the points outlined by DOA and how each item has been addressed.

#### 12. Future agenda referrals.

None

#### 13. Adjourn.

Motion was made to adjourn at 6:43 pm

Singer (1); Allen (2)

Aye: All via voice vote (6)

Nay: None



The minutes were reviewed and approved by the CDA at its meeting on:

**Jeffery Knight**  
**Chairperson**



**Patrick Cannon**  
**Recorder**



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## Corporate Records

Result of lookup for **M090764** (at 6/11/2024 11:43 AM )

# MOBILE MESH GAMES, LLC

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### Vital Statistics

**Entity ID** M090764

**Registered Effective Date** 12/01/2014

**Period of Existence** PER

**Status** Administratively Dissolved [Request a Certificate of Status](#)

**Status Date** 12/13/2020

**Entity Type** Domestic Limited Liability Company

**Annual Report Requirements** Limited Liability Companies are required to file an Annual Report under s. 183.0212, WI Statutes.

### Addresses

**Registered Agent Office** ELIZABETH A. EVERSOLL  
722 ASH CT  
VERONA , WI 53593-1634  
[File a Registered Agent/Office Update Form](#)

**Principal Office** 141 W WHITEWATER ST  
APT B  
WHITEWATER , WI 53190-2087

### Historical Information

#### Annual Reports

Year	Reel	Image	Filed By	Stored On
2017	000	0000	online	database
2015	000	0000	online	database

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**Certificates of Newly-elected** None

**Officers/Directors****Old Names**

None

**Chronology**

Effective Date	Transaction	Processed Date	Description
12/01/2014	Organized	12/01/2014	E-Form
10/01/2017	Delinquent	10/01/2017	
11/17/2017	Change of Registered Agent	11/17/2017	OnlineForm 5
11/17/2017	Restored to Good Standing	11/17/2017	OnlineForm 5
10/01/2019	Delinquent	10/01/2019	
10/13/2020	Notice of Administrative Dissolution	10/13/2020	
12/13/2020	Administrative Dissolution	12/13/2020	

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**Whitewater Community Development Authority  
Board of Directors  
Meeting Minutes  
10/08/2014**

**1. Call to Order and Roll Call**

The meeting was called to order by Chairman Jeff Knight at 5pm.

Present: Allen, Henry, Kachel, Knight, Parker

Absent: Singer, Winship

Also: Pat Cannon, Anna Schwarz, Cameron Clapper

**2. Hearing of Citizen Comments**

None

**3. Approval of Agenda**

A motion was made to Approve the Agenda with the following amendments, Section 4. b. should read "September 8, 2014", Section 4.c. should read "September 10, 2014", Section 4.d. should be removed, Section 4.e. should read "September 25, 2014."

Allen (1); Kachel (2)

Aye: All via Acclamation (5)

Nay: None

**4. Approval of Minutes**

- a. **July 16, 2014 (Amended)**
- b. **August 8, 2014**
- c. **August 10, 2014**
- d. **August 15, 2014**
- e. **August 25, 2014**

A motion was made to Approve the July 16, 2014, September 8, 2014, September 10, 2014, and September 25, 2014 Minutes as Presented.

Allen (1); Kachel (2)

Aye: All via Acclamation (5)

Nay: None

**5. Acceptance of Financial Statements**

- a. **September, 2014 (if available)**

The Financial Statements for September 2014 were not available at the time of this meeting. They will be added to the next regularly scheduled meeting agenda.

**6. Adjourn to closed session per Wisconsin State Statute 19.85 (1)(e), " Deliberating or negotiating the purchase of public property, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, " and 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.**

- a. **Consideration and discussion of a request to extend a loan agreement with Walenton/Learning Depot**
- b. **Update the potential construction of a second facility in the Technology Park**

- c. **Consideration and discussion of a CDBG-RLF Loan request**
  - i. **Restaurant**
- d. **Consideration and discussion of Elkhorn Road Ventures, LLC property foreclosure at the roundabout near Milwaukee St./Elkhorn Rd. and Bluff Rd.**
- e. **Update on negotiations with potential retail, manufacturing and other businesses that are considering location in the City of Whitewater and are requesting City of Whitewater related financial assistance or concessions.**
- f. **Consideration and discussion of Executive Director Services, CDA staffing**
  - i. **Extension of existing contract with Redevelopment Resources**
  - ii. **Offer of a contract to current Executive Director**
  - iii. **Executive Director recruitment strategy**
- g. **Reconvene into open session to take action on closed session items as needed.**

A motion was made to adjourn into closed session per Wisconsin State Statute 19.85 (1)(e), "Deliberating or negotiating the purchase of public property, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, " and 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.

Knight (1); Allen (2)

Aye: Allen, Henry, Kachel, Knight, Parker (5)

Nay: None

A motion was made to reconvene into open session.

Knight (1); Kachel (2)

Aye: All via Acclamation (5)

Nay: None

A motion was made to extend the loan agreement with Walenton/Learning Depot contingent upon a standard review of their financials and that they are current on all payments.

Allen (1); Henry (2)

Aye: Allen, Henry, Kachel, Knight, Parker (5)

Nay: None

A motion was made to direct CDA Staff to create an RFP the construction of a second facility in the Technology Park and to bring the draft RFP back to the Board of Directors for final approval at the next regularly scheduled meeting.

Henry (1); Allen (2)

Aye: Allen, Henry, Kachel, Knight, Parker (5)

Nay: None

The Board of Directors directed CDA staff to continue the conversations with the restaurant involved in the CDBG-RLF process and to report back to the Board as necessary.

The Board of Directors directed CDA staff to compile a list of qualified contractors in and around the City of Whitewater to be shared with any interested parties.

No further action was taken on other closed session items.

**7. Consideration and discussion of the proposed 2015 CDA Budget.**

CDA Staff presented the proposed 2015 CDA Budget.

A motion was made to Approve the proposed 2015 CDA Budget contingent on the review of a more detailed budget for the Marketing Line Item to be presented at the next regularly scheduled Board of Directors meeting.

Allen (1); Kachel (2)

Aye: Allen, Henry, Kachel, Knight, Parker (5)

Nay: None

**8. Consideration and discussion of a request to reimburse Pinpoint Software for a portion of their closing costs associated with their CDBG-RLF loan.**

CDA Staff shared the request from Pinpoint Software for the partial reimbursement of closing costs.

The Board of Directors asked that this item be added to the agenda of the next regularly scheduled meeting.

No further action was taken on this item at this meeting.

**9. Consideration and discussion of changes made during the City Zoning Ordinance re-write process and the required plan to review and approval process for applications within the Business Park.**

The restrictive covenants need to be reviewed and potential revised in order to streamline the application process.

More information about this topic will be shared and discussed at future meetings.

**10. Consideration and discussion of proposed changes to the existing Memorandum of Understanding regarding the Innovation Center and the Technology Park.**

A motion was made to Approve the revised Memorandum of Understanding presented at this meeting.

Allen (1); Kachel (2)

Aye: Allen, Henry, Kachel, Knight, Parker (5)

Nay: None

**11. Consideration and discussion of the creation of a for profit corporation (Growing Whitewater's Economy).**

This process is moving forward. There will be continued discussions with other entities including the City and the University of Wisconsin-Whitewater concerning this effort.

It is important that we continue to work on this item as many of the companies who receive funding would like to convert to equity.

More information on this topic will be discussed at future meetings.

**12. Update on the city wide fiber optics project for the city including the Business Park and Technology Park.**

CDA Staff has been meeting with various stakeholders and resources regarding this project.

This item will continue to be on future agendas for discussion and updates.

**13. Update on long term marketing and community branding project.**

The CDA Board indicated that this is a high priority project and will be included in discussion regarding the CDA Budget.

More information on this item will follow at subsequent meetings.

**14. Update on proposal with Department of Workforce Development regarding interns and educational opportunities.**

A firm in the Innovation Center has submitted a proposal for the Fast Forward program. The decision will be made sometime in the future.

The CDA Board indicated that the CDA should make information regarding interns and educational opportunities available to businesses.

**15. Future agenda referrals.**

None

**16. Adjourn.**

A motion was made to adjourn the meeting.

Kachel (1); Allen (2)

Aye: All via Voice Vote (5)

Nay: None

The meeting was adjourned at 7:36pm.

*These minutes were reviewed and approved the CDA Board of Directors at its meeting on: 11/12/14.*



*Jeffery Knight, Chairman*



*Anna Schwarz, Recorder*

## Whitewater Community Development Authority Meeting Minutes October 19, 2016

### 1. Call to order and roll call.

The meeting was called to order by Chair Jeffery Knight at 5:30 p.m. The meeting was held at the Innovation Center, Room 202, located at 1221 Innovation Drive, Whitewater, WI 53190

Present: Knight, Henry, Parker, Singer

Absent: Allen, Kachel, Winship

Also: Patrick Cannon (CDA Executive Director)

### 2. Authorization to waive 72 hour notice requirement for posting of the agenda.

Motion to waive the 72 hour notice requirement and to approve the agenda treating item #6 as an open session item, with no recess into closed session

Singer (1); Henry (2)

Aye: All via voice vote (4)

Nay: None

### 3. HEARING OF CITIZEN COMMENTS. *No formal CDA Action will be taken during this meeting although issues raised may become a part of a future agenda. Items on the agenda may not be discussed at this time.*

None

### 4. Approval of agenda

No action taken. See item #2

### 5. Adjourn to closed session per Wisconsin State Statutes 19.85(1)(e) "Deliberating or negotiating the purchase of public property, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session".

#### a. Consideration and discussion of authorizing a Subordination Agreement with SOLOMO Technology regarding loan agreements with the CDA.

The Board did not move into closed session. See item #2

### 6. Reconvene into open session to take action on closed session items as needed.

In open session, the following actions were taken:

Motion: To authorize the CDA to sign a Subordination Agreement allowing for Quad Graphics to be placed ahead of the CDA for a \$1,000,000 loan in a collection process for a delinquent loan with SOLOMO Technology and to also authorize the CDA to sign additional Subordination Agreements up to \$3,000,000 over the next six months with Quad Graphics regarding financing with SOLOMO Technology.

Singer (1); Henry (2)

Aye: Henry, Parker, Singer, Knight (roll call vote)

Nay: None



**7. Future agenda referrals**

Discussion of long term retention visit policy with City staff involvement.

**8. Adjourn.**

Motion was made to adjourn at 5:37 PM

Parker (1); Singer (2)

Aye: All via voice vote (4)

Nay: None

**The minutes were reviewed and approved by the CDA at its meeting on October 26, 2016.**

**Jeffery Knight**  
**Chairperson**



**Patrick Cannon**  
**Recorder**



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## Corporate Records

Result of lookup for **S096554** (at 6/11/2024 11:54 AM )

# SOLOMO TECHNOLOGY, INC.

You can: [File an Annual Report](#) - [Request a Certificate of Status](#) - [File a Registered Agent/Office Update Form](#)

### Vital Statistics

**Entity ID** S096554

**Registered Effective Date** 11/28/2012

**Period of Existence** PER

**Status** Dissolved [Request a Certificate of Status](#)

**Status Date** 12/13/2017

**Entity Type** Domestic Business

**Annual Report Requirements** Business Corporations are required to file an Annual Report under s.180.1622 WI Statutes.

### Addresses

**Registered Agent Office** ELIZABETH A EVERSOLL  
222 W WASHINGTON # 705  
MADISON , WI 53703

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**Principal Office** 222 W WASHINGTON ST #705  
MADISON , WI 53703  
UNITED STATES OF AMERICA

### Historical Information

#### Annual Reports

Year	Reel	Image	Filed By	Stored On
2015	000	0000	online	database
2013	000	0000	online	database

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**Certificates of Newly-elected** None

**Officers/Directors****Old Names**

None

**Chronology**

Effective Date	Transaction	Processed Date	Description
11/28/2012	Incorporated/Qualified/Registered	11/29/2012	
05/22/2013	Restated Articles	05/23/2013	CHG REGD AGT
08/01/2014	Restated Articles	08/07/2014	
08/12/2014	Change of Registered Agent	08/12/2014	FM16-E-Form
10/01/2015	Delinquent	10/01/2015	
01/27/2016	Restored to Good Standing	01/27/2016	E-Form
10/01/2017	Delinquent	10/01/2017	
12/13/2017	Articles of Dissolution	12/15/2017	

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Whitewater  
Community Development Authority  
Whitewater Seed Accelerator Fund  
Policy Manual

April 18, 2013

# Purpose

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## Purpose

The purpose of the policies and procedures contained in this manual are to outline the nature and scope of the funds and how they may be used as seed funds. The policy manual will be collectively referred to as the Seed Capital Fund.

The Fund will make grants, debt and equity investments in startup and early stage businesses. Funds will be invested into innovation based businesses located in, or those that will locate within, the City of Whitewater or those businesses having a direct effect upon the local economic well being of the City. Industry sectors of focus will include, but are not limited to: Advanced Manufacturing, Agriculture/Food Processing, Information Systems/Software, Medical Device, and Renewable/Green Energy. The fund will not work with businesses whose primary market is direct consumer purchased retail, restaurant or hospitality industry sectors.

## Program Objectives

Seed Capital Fund awards made available through this program are intended to meet the following objectives:

1. To assist with the creation of innovation based investment companies who are in the early stages of development or the start up phase.
2. To encourage the creation and retention of permanent jobs which provide a wage appropriate to the skills and experience of the local workforce.
3. To encourage the leveraging of private investment into the City of Whitewater and the State of Wisconsin in the form of mixed asset investment particularly in the area of innovation technology.
4. To establish an Evergreen Fund for the long term financing of this program.
5. To encourage the development and use of modern technology and create a safe work environment.

## Amendments

The Whitewater CDA may from time to time amend the policies and procedures contained in this document. Any such changes are subject to the written approval by the Wisconsin Economic Development Council (WEDC).

## Award of funds does not guarantee plan approvals

The award of a Seed Capital Fund loan and/or grant does not warrant or guarantee approval of the project by the City of Whitewater City Council or staff or the Whitewater Plan Commission. The approval is only for the Seed Capital Fund program.

## 2. General Provisions

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### Seed Capital Fund Administration

#### Finance and Investment Committee

Three members of the Board of Directors for the Whitewater CDA will be appointed to serve as the Finance and Investment Committee. These members will be appointed by the Chair of the CDA. This committee will review and recommend applications to the full Board of Directors of the Whitewater CDA for their designee for final approval.

#### Seed Capital Screening Committee

This committee will be comprised of 5 members with preference given to residents and/or business owners in the City of Whitewater. The committee will be charged with the responsibility of due diligence in reviewing applications from both private business applicants and University related applicants. University related is defined as University staff, students and alumni.

Two members will be appointed by the Chancellor of the University of Wisconsin- Whitewater. Three members will be appointed by the Chairperson of the Whitewater Community Development Authority. All terms will be for a three year period. The initial appointments will be staggered in years as agreed upon by the appointing authorities. The Committee Members will serve at the pleasure of their respective appointing authority.

#### Seed Capital Fund Administrator

The Board of Directors of the Whitewater CDA has designated the CDA Executive Director to serve as the Fund Administrator.

The Fund Administrator explains the program to prospective applicants, provides written information, assists applicants in completing applications, and processes requests for financing. The Administrator, when necessary and appropriate, will counsel or guide applicants to other more appropriate technical or financial resources when the applicant has needs beyond those which may be met through this program.

The Fund Administrator will periodically review all financial statements and loan amortization schedules as well as review and approve documentation of business expenditures financed with the Seed Capital Funds. The Administrator will also maintain the Seed Capital Program accounting records, which must be segregated from other CDA and City accounts, and report periodically to the Wisconsin Economic Development Council regarding the use of Seed Capital Fund.

The Fund Administrator will maintain all records for the Seed Capital Fund.

The CDA's attorney will serve as legal counsel and will prepare all documents including, but not limited to: Equity Agreements, Performance Contracts, Grant Agreements, loan agreements, review promissory notes and mortgage or lien instruments, and counsel the CDA on all matters.

## Meetings

All meetings for both the Finance and Investment Committee and the Seed Capital Screening Committee will be held on an as needed basis. Pursuant to section 19.84, Wisconsin Statutes, all members will be given prior notice of each meeting. A majority of the Committee in attendance at a meeting will constitute a quorum which is required for official action. A member may attend the meeting electronically with full voting privileges but their presence will not be counted towards quorum. Official actions must have the support of a simple majority of the full membership of the Board.

As permitted in section 19.84, Wisconsin Statutes, the Board may adjourn into closed session to discuss matters. This must be duly noted on the meeting agenda.

## Records

Written records of all program activities, including minutes of the Finance and Investment Committee, the Seed Capital Screening Committee meetings, meetings of the CDA Board at which action is taken with regard to the Seed Capital Fund, applications, and all related documents, will be maintained in appropriate files. Files are to be maintained in a secure place with limited access only by authorized personnel. The CDA's legal counsel will be consulted in regard to compliance with state and municipal open records laws.



A master file must be established for each application. These files are to be maintained in a locked, fireproof file cabinet. The master file must include the following sub-files and contents (as appropriate):

1. **Application File.** All application, business financial statements, personal financial statements, credit reports, business plan documents, and other supporting information submitted to the CDA, including all applicable correspondence, will be placed in this file.
2. **Recommendation File.** This file will contain a summary of the analysis, recommended actions for the application, and a copy of the minutes of the Seed Capital Fund Committee and the Finance and Investment Committee meetings and CDA Board meeting summarizing the action taken on the applicant's request.
3. **Closing File.** This file contains copies of all closing documents. This file contains the legal documents from the closing, including security instruments, the note, and other applicable correspondence. Originals of security instruments must be kept in the CDA's safety deposit box. The CDA's attorney should be involved in helping create and complete this file to ensure complete loan documentation. Copies of the closing documents and an amortization schedule will be provided to the applicant along with an invoice, if appropriate, for closing and servicing fees. **Monitoring File System.** A monitoring file system should be established and maintained to ensure that repayments, financial information, the applicant's agreement, UCC updates, and other time-sensitive documentation is tracked and obtained or updated as required. The system should include the following:
  - a. Expiration dates for property, casualty, and life insurance policies;
  - b. Due dates for all financial statements;
  - c. Expiration dates for UCC financial statements (reminder 45 days in advance);
  - d. Dates for site visits;
  - e. Dates of any scheduled changes in the loan amortization, and notification dates.
4. **Financial Statement File.** This file will contain the business' periodic financial statements as required by covenants, with a statement indicating that the Fund Administrator has reviewed the data.
5. **Progress Report File.** Recipients may be required to submit periodic progress reports during the outstanding term of the loan. The Fund Administrator should make periodic site visits to verify information in the progress report and financial statements. These site visits shall be documented for the file.
6. **Site Visit File.** Site visits should be conducted periodically to each loan recipient, the scheduling of which depends on the nature of the project. A summary of the site visits should be placed in the file, particularly highlighting any information that can help in rating the overall condition/risk of the applicant's progress.

7. Repayment Monitoring File. This file should include the loan amortization schedule, status of payments, and the outstanding balance of the loan. Observations suggesting concerns or problems should be reported to the CDA Board of Directors and notations should be placed in the Tickler File to remind the Administrator of the need to provide continued monitoring.
8. Review File. All projects are to be reviewed on an annual basis, and at such other times as may be deemed necessary by the CDA. The review should follow receipt of any required financial statements, the progress reports, and site visits. A report on the review will be placed in the file and may address the following:
  - a. Timeliness of payments (if applicable);
  - b. Condition of collateral securing the loan (if applicable) ;
  - c. Status of security documents;
  - d. Overall financial condition of the business;
  - e. Presence of material liens or lawsuits; and
  - f. Violations of covenants and suggested corrective actions.
9. If the business is experiencing problems with any of the above criteria, the Fund Administrator is to work with the recipient to identify actions needed to correct the deficiencies, including possible restructuring of the agreement to protect the CDA's interest and meet the needs of the business. If appropriate, the Administrator will arrange for business assistance through available public or private resources. In the event that the findings of the review suggest serious problems, particularly if the project is in risk of default, the account should be turned over to the CDA's attorney for legal action. Again, corrective actions may be achieved through restructuring or if necessary, foreclosure actions.

## Administration

No administrative funds may be withdrawn from the Seed Capital Fund Program to cover personnel costs and other administrative expenses.

## Eligible Area

Projects must be located within the State of Wisconsin preferably the City of Whitewater in order to be eligible for awards made through the Seed Capital Fund Program.

First priority will be given to applicants located in the City of Whitewater. Second priority will be for a business located outside the city of Whitewater but has business interests in the city. Third priority will be given to applicants who can demonstrate an economic benefit to the City of Whitewater despite being physically located outside the city.

## Eligible Applicants

No member of the CDA Board of Directors, the Public Screening Committee, or any other official, employee, or agent who exercises decision-making functions or responsibilities in connection with the implementation of the this program is eligible for financial assistance under this program.

No program awards will be made in conflict with Section 946.13 Wisconsin Statutes (Private Interest in Public Contract Prohibited).

Applicants may not be disqualified based on age, race, religion, color, handicap, sex, physical condition, or development disability as defined in s. 51.01 (5), sexual orientation or national origin.

## Eligible Activities

Funding is available to applicants under the Seed Capital Fund for the following activities:

1. Examples of target sectors of industry:
  - a. Advanced Manufacturing
  - b. Agriculture/Food Processing
  - c. Information Systems/Software
  - d. Medical Devices and research
  - e. Renewable and Green Energy
2. Acquisition of land, buildings and fixed equipment;
3. Feasibility studies, consulting fees; legal fees associated with project development.
4. Site preparation and construction or reconstruction of buildings (including leasehold improvements), provided that they are in keeping with any covenants or design guidelines (such as the Whitewater Business Park Covenants) imposed by the City of Whitewater or Whitewater CDA, and are consistent with plans approved by the City of Whitewater Plan & Architectural Review Commission;
5. Installation of fixed equipment;
6. Payment of assessments to a business for sanitary sewers, water mains, public streets, and other improvements ;
7. Seed Capital Funds may also be used to provide working capital for inventory and direct labor costs.

## Ineligible Activities

Program funding may not be used for the following activities:

1. Refinancing or consolidating of existing debt;
2. Reimbursement for expenditures made prior to application approval, unless previously negotiated;
3. Specialized equipment that is not essential to the business operation;
4. Residential construction or reconstruction unless such reconstruction is intended to convert the use of the residential building to a business or industrial operation.
5. Routine maintenance;
6. Establishment of a business that is inconsistent with the plans adopted by the City of Whitewater.

7. Other activities that the Finance and Investment Committee may identify during the administration of the program.

## Ineligible Businesses

Program funds may not be made available to the following entities:

1. Real estate investment companies (except for facilities from which the business operates);
2. Lending institutions;
3. Gambling operations;
4. Recreational facilities which do not allow access to the general public;
5. Business that have over 90% of their income in direct consumer retail, restaurant or hospitality industry sectors;
6. Other businesses not serving the interests of the City of Whitewater;
7. Any government body or governmental entity (including the City of Whitewater or Whitewater CDA); and
8. Not-for-profit businesses or organizations unless a Payment in Lieu of Taxes (PILOT) is included in the agreement.

Businesses may apply for and be granted more than one award. The number of additional applications will be considered as part of the award criteria.

## Funding

The initial funds for the program will be from the following sources:

1. A grant of \$150,000 from the Wisconsin Economic Development Corporation.
2. A matching funding of \$150,000 from the Whitewater Community Development Authority.

Loan repayments of both principal and interest and all equity disbursements will be returned to the Seed Fund for additional awards.

## Types of Awards

The Finance and Investment Committee will recommend that funds be awarded to an applicant in one or more of three ways. They are:

1. Direct grant of funds, with no required repayment.
2. An investment of funds where the CDA takes an equity position within the company as a form of repayment of the loan. The equity position may be no more than 25% of the total equity.
3. A loan that contains an amortization schedule with required payments of both principal and interest. A balloon payment maybe negotiated as part of the initial loan agreement.
4. A deferral of initial loan payments maybe negotiated in order to assist the business in its start-up phase.

## Initial Sources of Funds

The initial uses of the funds will be as follows:

ASSISTANCE TYPE	USES	WEDC	MATCH	TOTAL
Grant Only	Direct Grant Funding	\$50,000		\$50,000
Any	General Seed Fund	\$100,000	\$150,000	\$250,000
Total		\$150,000	\$150,000	\$300,000

In addition, it is a requirement of the grant from the Wisconsin Economic Development Corporation that \$50,000 of their grant funds is allocated as direct grants of \$10,000 or less to applicants. These grants would not require a repayment of the funds.

## 3. Terms and Conditions

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### Terms and Conditions

Grant and loan terms along with award conditions will be structured based upon need and ability to repay. Minimum standards include the following:

1. **Grant Amount.** Grants will be limited to \$10,000 per entity. These grants do not have a repayment component.
2. **Loan Amount/ Equity Investment.** Loan amounts and equity investments are subject to the availability of funds and the following:
  - a. The maximum amount under the Seed Capital Fund will be \$100,000.
  - b. A larger amount may be recommended by the Finance and Investment Committee where circumstances (for example, very high wages or potential economic impact) warrant it.
3. **Interest Rate.** The Finance and Investment Committee will determine an interest rate subject to the following consideration:
  - a. The interest rate on Seed Capital Fund loans may be set from a minimum of 3.00% to a rate equal to 2.00% above prime (defined as the prime rate of interest as published in the Midwest edition of the Wall Street Journal plus 2.00%).
  - b. The interest rate may be negotiated as part of the overall agreement.
4. **Terms.** All terms and conditions of the agreement will be negotiated on a case by case basis. Loan terms will be determined by the Finance and Investment Committee subject to the following guidance:
  - a. The loan term for any loan made may not exceed 10 years, Unless, the CDA agrees to take an equity position in the business as part of the repayment agreement. Most equipment loans will not exceed 5 years, in order to simplify UCC monitoring requirements.
  - b. Loans for machinery, equipment, and fixtures will have a maximum term of five years.
  - c. Real estate loans will have a maximum term of ten years which can be amortized up to a twenty-year basis.
  - d. Loan terms will be set so that there is an approximate parity between the amortized balance of the loan and the remaining value of the collateral. Loans secured by rapidly-depreciated equipment should have a shorter amortization than loans secured by real estate.

- e. Loans may be amortized with balloon payments.
  - f. The term of any loan made under the Seed Capital Fund may not exceed the term of private financing used to meet the matching funding requirements of the project
  - g. All loans will be written to require regular systematic payments as determined at the time of the award.
5. Deferment of Principal and Interest. The Seed Capital Fund Committee may recommend deferring principal and/or interest payments on loans, based upon a demonstration of need by the recipient. Interest will accrue during the deferral period and may be paid in one lump sum at the end of the deferral period or added to the principal of the loan and amortized over the remaining term of the loan. Loan payments may be deferred for a maximum of twelve monthly payments (or one full year from the date the loan is originated).
  6. Prepayment. There are no penalties for prepayment of a loan.
  7. Collateral. The CDA will seek the best possible collateral position to ensure that Seed Capital Fund loans are adequately secured.

## 4. Application Procedures

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### Discussion of Program Requirements

Prior to submitting an application, the applicant must discuss the program with the Fund Administrator. The Administrator will assist the applicant, as is reasonably necessary, in completing the application. All financial information will be kept in a secure place with limited access by authorized personnel only.

### Timing of Applications

There is no proscribed funding cycle for this program. Applications may be submitted at any time.



## Priority of Consideration

Applications are reviewed in the order received and based on readiness for the proposed project to proceed. In the event that the funds requests exceed available funds, the following criteria will be used to determine which business(es) will be awarded funding:

1. The extent to which jobs or tax base may be created.
2. Eligibility of the applicant.
3. Eligibility of the project to be undertaken.
4. Ability of the project to secure funding from other sources.
5. Extent to which other public funds are used to support the project.
6. The extent to which private funds are leveraged.
7. Other grants, loans or equity investments with the CDA.
8. Size of the funding requested.
9. Timing of the proposed expenditures.
10. Completeness of the application.
11. Other factors as deemed appropriate by the Finance and Investment Committee.

## Application

Applicants must submit an application using the form available for the appropriate application form and that includes the following:

1. Business Description: A written description of the business including:
  - a. A brief history of the existing or proposed business, including when it started or is to start, type of operation, legal structure, market and products;
  - b. Potential markets and customers
  - c. Resumes of each principal associated with the business including number of years experience in the business, educational background, and role in the business; and
  - d. A financial history, if available, of the business including balance sheets, profit/loss statements, cash flow statements, and accountant notes for the previous three years. For a start up business, personal income tax statements for the past three years could be required.
2. Fund Sources: A detailed description of the sources and uses of the funds needed for the project, including Seed Capital funds, private sector funds, equity, etc.

3. **Projected Expenditures:** A detailed summary of any and all uses of the total sources of funding, including a budget and capital expenditures. In addition, copies of lease agreements should also be submitted.
4. **Projections.** Provide pro formas (a balance sheet, income statement and cash flow statement) covering a three year period based on the assumption that the business will obtain the requested award from the Whitewater CDA.
5. **Additional Information.** Additional information may be requested by the Finance and Investment Committee or the Seed Fund Administrator.

## Review Process

Specific steps in the review process include the following:

1. **Preliminary Review.** The Fund Administrator will review the application for completeness and verify that the proposed project meets the minimum requirements. If the application is not complete, the Administrator will inform the applicant of the deficiencies and work with them to correct the areas of concern.
2. **Seed Capital Screening Committee.** This committee will meet to review an application prior to the next regularly scheduled meeting of the Finance and Investment Committee. Once the review is completed, the Seed Capital Screening Committee will forward a recommendation to the Finance and Investment Committee to either approve or deny the application, along with any recommended terms or conditions.
3. **Finance and Investment Committee.** This committee will review the recommendations of the Seed Capital Screening Committee. This committee will complete the due diligence phase of the application to verify that the intent of the application is consistent with the original terms set forth by the Wisconsin Economic Development Corporation. This agreement is attached. The Finance and Investment Committee will forward their recommendation to the CDA for final approval.
4. **Negotiation of Terms.** Upon tentative acceptance by the CDA Board of Directors, the Administrator will contact the business in writing to explain the terms of the loan offer being extended.
5. **Notice of Award.** If the application is approved, a closing will be scheduled to execute the necessary documents.
6. **Rejection of Award.** If the applicant is not approved, the Administrator will send a letter to the applicant stating the reasons for the rejection and offering to meet with the applicant to explore ways to strengthen the request or to identify potential alternative sources of financing.

## 5. Distribution of Funds

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### Loan/Equity Investment Procedures

Prior to releasing funds, the following documentation must be in place or provided at the appropriate time during the term of the loan.

1. Notice of Award. The Community Development Authority must have reviewed and approved a complete application for an eligible applicant.
2. Loan/Equity Investment Agreement. The CDA will prepare the documents to be executed by the CDA Director, CDA Board Chairperson or Co-Chair, and authorized representative(s) of the business.
3. Promissory Note. If required a promissory note will be prepared by the CDA and signed by the authorized representative of the business at the time of the closing. The note must be dated, it must reference the agreement between the CDA and the business, and it must specify the amount and terms of the loan funds delivered.
4. Security. As based upon the project mortgage and/or lien instruments and/or personal guarantees provided as security for all loans will be prepared by the CDA and executed at the time of the closing. The CDA must record the instrument and place a copy in the project file to include the following as warranted:
  - a. Guarantee agreement;
  - b. Personal guarantees; and
  - c. Other documentation as may be appropriate.
5. Repayment Schedule. A loan repayment or amortization schedule will be prepared by the Fund Administrator at the time funds are disbursed. The repayment schedule will be attached to both parties' copies of the agreement.
6. Evidence of Eligibility for Permits, etc. Documentation must be provided that the applicant is eligible for all necessary permits, licenses, and other registrations. The Finance and Investment Committee may allow for distribution of funds to assist the applicant in obtaining these documents.
7. Evidence of Program Expenditures. Documentation must be provided by the business to evidence the program expenditures. Documentation may include bills and invoices or receipts for materials, final bills of sale or cancelled checks. All documentation will be approved by the Fund Administrator.

8. Fixed Equipment. Fixed equipment financed with program funds must have been purchased, delivered and installed. The Fund Administrator will verify the installation of fixed equipment.
9. Other Documentation. As appropriate or necessary, the borrower may be asked to provide the following:
  - a. A Certificate of Status from the Department of Financial Institutions;
  - b. Articles of Incorporation and Bylaws;
  - c. A resolution of agreement to borrow funds;
  - d. Current financial statements;
  - e. Evidence of having secured other funds necessary for the project; and
  - f. An environmental assessment for real estate.

With the above documentation in place, the Fund Administrator will schedule a closing. Mortgages and UCC statements must be recorded with the Register of Deeds and the Secretary of State.

## Grant Procedures

Prior to releasing funds, the following documentation must be in place or provided at the appropriate time regarding the grant.

1. Notice of Award. The Community Development Authority must have reviewed and approved a complete application for an eligible applicant.
2. Grant Agreement. The CDA will prepare the grant agreement to be executed by the CDA Director, CDA Board Chairperson or Co-Chair, and authorized representative(s) of the business.
3. Evidence of Eligibility for Permits, etc. Documentation must be provided that the applicant is eligible for all necessary permits, licenses, and other registrations. The Finance and Investment Committee may allow for distribution of funds to assist the applicant in obtaining these documents.
4. Evidence of Program Expenditures. Documentation must be provided by the business to evidence the program expenditures. Documentation may include bills and invoices or receipts for materials, final bills of sale or cancelled checks. All documentation will be approved by the Fund Administrator.
5. Other Documentation. As appropriate or necessary, the Grantee may be asked to provide the following:
  - a. A Certificate of Status from the Department of Financial Institutions;

- b. Articles of Incorporation and Bylaws;
- c. A resolution of agreement to borrow funds;
- d. Current financial statements;
- e. Evidence of having secured other funds necessary for the project; and
- f. An environmental assessment for real estate.

With the above documentation in place, the Fund Administrator will schedule a Grant closing. All documents will be executed before funds are disbursed.

## 6. Post-Approval Requirements

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### Obligation of the Applicant

In addition to the terms and conditions of the loan/grants, all applicants must agree to comply with the following conditions. These conditions must be written into the terms of the agreement prepared by the CDA.

1. **Non-Discrimination.** Not to discriminate on the basis of age, race, religion, color, handicap, sex, physical condition, development disability as defined in s. 51.05(5), sexual orientation or national origin in an employment or construction activity related to the use of the business loan funds.
2. **Use of Funds.** To use the proceeds only to pay the cost of services or materials necessary to complete the project or activity for which the funds were awarded.
3. **Inspections / Audit by the CDA.** To permit inspections by persons authorized by the CDA of all projects and properties assisted with the funds. Related project materials will also be open to inspections which include, but may not be limited to contracts, materials, equipment, payrolls, and conditions of employment. Requests for inspection / audits must be compiled with by the applicant.
4. **Records.** To maintain records on the project as may be requested by the CDA. These files must be maintained as long as the loan/grant is active or for at least three years after completion of the work for which the loan/grant has been obtained, whichever is longer.
5. **Progress Reports.** To submit periodic progress reports to the Fund Administrator in accordance with the schedule in the agreement.
6. **Compliance with Federal Law.** As required to abide by all federal laws, when applicable. These include, but may not be limited to the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Davis-Bacon Act as amended, the Contract Work Hours

and Safety Standards Act, the Copeland "Anti-Kickback" Act, and all regulations pursuant to these acts.

## 7. Performance Monitoring

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### Private Leverage Commitments

The Fund Administrator may be required to monitor the use of funds and expenditure of private leverage commitments. Documentation may include invoices or receipts for materials and supplies, letters from lenders, final bills of sales, and cancelled checks.

### Default

In the event the business is in default on any of the terms and conditions of the loan agreement, all sums due and owing, including penalties, will, at the CDA's option, become immediately due and payable. Loans found to be in default may be subject to a default rate of the prime rate on interest on the date of closing (defined as the prime rate of interest as published in the Midwest Edition of the Wall Street Journal) plus two percent. To exercise this option, the CDA will prepare a written notice to the business. The notice must specify the following:

1. The default;
2. The action required to cure the default;
3. The date, not less than thirty days from the date of notice, by which the default may be cured to avoid foreclosure or other collective action; and
4. Any penalties incurred as a result of the default.

## 8. Use and Reporting of Payments

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### Use of Payments

Repaid loans and/or equity payments must be deposited into the Seed Capital Fund Program account(s) and used in a manner consistent with the policies and procedures manual. A separate accounting record must be kept for each application to account for all funds disbursed.

### Reporting Requirements

The Seed Capital Fund Loan Program account(s) must be audited on an annual basis and the Fund Administrator must report semi-annually, June 30 and December 31, to the Wisconsin Economic Development Corporation regarding the use of program income. Reports must be submitted on forms proscribed by the Wisconsin Economic Development Corporation.

### Discontinued Economic Development Loan Program

In the event the Seed Capital Fund Loan Program is discontinued or fails to meet the requirements set forth by the Wisconsin Economic Development Corporation, all program funds must be repaid to the Wisconsin Economic Development Corporation as provided in the applicable contracts.

## 9. Loan Program Servicing

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### Program Monitoring

The Fund Administrator will monitor each loan/grant to ensure compliance with the terms and conditions and to monitor the financial health of the business to ensure continued payment of the loan. The monitoring will also ensure that all record keeping requirements are met

The Fund Administrator will monitor the overall Seed Capital Fund Program including all records of individual loans/grants, funds deposited to bank accounts, and other program funds. A schedule of outlining the equity of the Seed Fund in various projects is also required. The Fund Administrator will monitor the effectiveness of the Seed Capital Fund Program, market the program, and recommend policy and procedures to the Board of Directors of the Whitewater CDA.

### Reporting to the CDA Board

The Fund Administer will prepare a semi-annual summary report of the Seed Capital Fund Program and provide this to the CDA Board of Directors. The intent of the report is to offer a snapshot of the status of existing loans/grants, equity positions and balances in the program accounts. The report will include the following information:

1. Summary information for each outstanding loan, including the starting balance, payments received during the month, current balance, and status of payments;
2. Summary of information for each grant provided and the status of the business;
3. Summary of information for each equity position provided and the status of the business;
4. Summary information on Seed Capital Fund accounts, including starting balance, debits and credits to the accounts, and ending balances;
5. Funds available to be awarded and funds committed; and
6. A written summary of any collection activity or other non-routine activity relating to the program.

### Reporting to the City of Whitewater

The various programs offered through the Whitewater CDA are included in the financial information reported by the CDA to the City of Whitewater on an annual basis. Accounting for



these programs occurs within the financial reporting system used by the city. The CDA will report the balances of all Seed Capital Fund accounts, outstanding loan balances, and all transactions that occurred during the reporting period. These program accounts are subject to the city's requirement for an annual audit.

## Program Records

The Fund Administrator will maintain records associated with the general administration of the Seed Capital Fund, including:

1. Applications to the Wisconsin Economic Development Corporation for grant funds used to establish or fund the Seed Capital Fund Program;
2. Contracts with the Wisconsin Economic Development Corporation for grant funds awarded;
3. Policy and procedures manuals or other guidance issued by the Wisconsin Economic Development Corporation relating to administration of the Seed Capital Fund Program.
4. Policy and procedures manuals and other guidance adopted by the Whitewater CDA or City of Whitewater relating to the administration of the Seed Capital Fund Program;
5. Documentation of any actions taken by the Whitewater CDA or City of Whitewater relating to the Seed Capital Fund Program;
6. General documentation and correspondence relating to the Seed Capital Fund Program;
7. Bank statements, checkbook registers, deposit records, check copies, certificates, and all other documentation relating to Seed Capital funds deposited at area financial institutions;
8. Records of administrative expenses paid through the use of program funds;
9. Records of activity taken to market the Seed Capital Fund Program;
10. Status Reports provided to the Whitewater CDA Board of Directors; and Semi-annual reports filed with the Wisconsin Economic Development Corporation.

## Program Monitoring Schedule

The Fund Administrator will establish a monitoring schedule to provide a reminder of the dates on which actions need to be taken to service the Seed Capital Fund Program. The monitoring file should record the following dates:

1. Due dates of certificates of deposit in which program funds are invested;
2. Reporting dates to the Wisconsin Economic Development Corporation;
3. Date upon which the terms of outstanding loans are due to be modified according to the loan agreement;

4. Dates by which recipients are scheduled to provide financial statements or progress reports;
5. Expiration dates of required insurance;
6. Dates upon which loans are due to be paid off, or balloon payments are due;
7. Dates by which UCC Filings are scheduled to be renewed; and
8. Dates upon which annual recipient reviews are to be conducted

## Individual Loan Records

A Master File will be established for each awarded through the Seed Capital Fund Program. The Master File will include several sub-files, with the contents arranged as follows:

1. Application File. This file contains all of the documentation relating to application
2. Recommendation File. This file will contain a record of deliberations in considering the request for a loan/grant under the Seed Capital Fund Program
3. Closing File. This file includes all documentation relating to the closing of the loan/grant. Some original documents may be kept in the CDA's safety deposit box for added security. Copies of these will be placed in the file along with a note indicating that the original is in the safety deposit box
4. "Tickler File" System. The "tickler file" is a listing of time-sensitive monitoring requirements, intended to alert the Fund Administrator to actions which may need to be taken to adequately secure the CDA's interests
5. Financial Statement File. This file contains the business's financial statements submitted to the CDA.
6. Site Visit File. This file will contain a record of site visits made by the Fund Administrator to the project location or award recipient.
7. Progress Report File. This file will contain progress reports submitted by the business.
8. Repayment Monitoring File. This file contains all records relating to the loan payment history of the loan recipient.
9. Annual File Review. This file will contain the Annual File Review report prepared by the Fund Administrator.

## Record Security

All files related to the various programs and to loans/grants/equity positions made under those programs will be maintained in a locked, fireproof file cabinet with access only by authorized personnel.

Original copies of mortgages and other recorded documents will be kept in the CDA's safety deposit box. Copies will be included in applicant's files maintained at the CDA's office.

## Payment Register

A Payment Register will be established for each loan. The Payment Register will include the following:

1. Dates on which payments are due;
2. Starting balance;
3. Amount paid;
4. Allocation of principle and interest;
5. Ending balance;
6. Check number (or notation if cash or electronic fund transfer); and
7. Date payment was received;

## Late Payment

All loan payments must be made in a timely manner. Payments made within ten (10) days of the due date will be considered on time. If payment is not received on the due date, the actual account balance will be compared to the scheduled balance shown on the amortization schedule. In the event that past payments have been larger than required, if the current balance is less than the scheduled balance, the payment will not be considered past due. The following procedure will apply to all past due loan payments:

1. Payment less than ten (10) days past due. The date on which payment is received will be noted on the loan repayment log. No further action will be taken.
2. Payment ten (10) days past due. The loan recipient will be contacted by telephone to notify them of the past due payment and to discuss when payment will be received. If applicable, a late fee may be assessed. A record of the telephone conversation will be placed in the loan file.
3. Payment fifteen (15) days past due. If payment is not received within fifteen (15) days of the due date, written notice will be sent to the loan recipient notifying them that

payment is past due and requesting immediate payment of the scheduled amount plus any applicable penalties. A copy will be placed in the loan payment file.

4. Payment thirty (30) days past due. A written notice will be sent to the loan recipient via certified mail, reminding them that payment is past due and notifying them of a potential default. The letter will include any actions that must be taken to avoid default, and the date by which action must be taken (not more than sixty (60) days from the date of the notice on which payment must be received). Notice will be given to the CDA Board at its next regularly scheduled meeting and the Board will determine if any additional steps are warranted.
5. Payment sixty (60) days past due. An additional written notice will be sent to the loan recipient via certified mail. This notice will contain the information included in the original notice and a reminder that the loan will be considered in default if payment is late by ninety (90) days or more.
6. The CDA Board will be updated on the status of the loan at its next regularly scheduled meeting. The Board will determine if any additional steps are warranted.
7. Payment ninety (90) days past due. In the event that payment is not received within ninety (90) days of its due date, the loan may be considered in default. All sums due or owing to the CDA may, at its option, become due and payable and may be subject to a default rate of interest, if provided for in the loan agreement. The CDA Board may turn the matter over to its attorney for legal action in order to recover loan proceeds through the liquidation of collateral and/or the exercising of personal guarantees.

## Troubled Accounts

When monitoring indicates that the recipient may be experiencing financial or potential problems that could threaten the viability of the loan or the business, the CDA will make appropriate attempts to assist the recipient. This includes but not limited to: additional visits, refinancing options, work with their Financial Advisor and Legal Counsel in the development of a financial plan.

The Fund Administrator will notify the Finance and Investment Committee of any troubled loans and the steps being taken to rectify the problems.

## Accounts

Funds that are not awarded to businesses will be deposited in bank accounts. These funds should be divided among a checking account and certificates of deposit, maximizing both accesses to the funds to write new loans/grants, and interest earnings. The following guidelines apply:

1. Checking account – The checking account should target a balance of approximately \$250,000. This is approximately enough to complete two new loans during any quarter.
2. Certificate(s) of Deposit – Remaining funds over the \$250,000 balance in the checking account will be placed into certificates of deposit, coming due every 91 days at the end of each quarter (i.e., March 31, June 30, September 30, and December 31).

Appendix  
Application  
Copy of agreement with WEDC

## Application - City of Whitewater RLF Loan Program

### Part I - General Information

Business Name	Mobile Mesh Games, LLC		
Business Address	1221 Innovation Drive, Whitewater, WI 53190		
Contact Name	Drew Jones		
Contact Address	11022 Saddlebred Ln, Indianapolis, In 46239		
Contact Phone	317.374.2419	Contact Fax	
Contact E-Mail	drew@mobilemeshgames.com	Company Web Site	www.mobilemeshgames.com (not launched)

### Part II - Business History

<p>Provide a brief history of the existing or proposed business, including the following items:</p> <ul style="list-style-type: none"> <li>• year started</li> <li>• significant markets</li> <li>• primary products</li> <li>• legal structure</li> <li>• significant events in the company's history</li> <li>• key clients</li> <li>• any additional information that may help to describe the business and the products or services it provides.</li> </ul>	<p>Company to be formed November, 2014</p> <p>Drew has been working on dozens of game concepts and designs over many years. With the mobile explosion and the opportunity to incorporate location with sensors, we determined in 2014 that it was time to launch the Mobile Mesh platform which enables multi-player, multi-device connected games and experiences. These can be corporate networking activities and consumers games. These games and activities may optionally include other sensor or location-based services to enhance the game. The platform manages all devices, activates, users, session, etc. and will include and SDK that other developers can use to develop games.</p> <p>We are forming a WI LLC.</p> <p>Four target markets:</p> <ol style="list-style-type: none"> <li>1. Corporate Mesh – Networking and other Social Events</li> <li>2. Consumer Mesh – Social Games, Family, Friends, Parties, Youth</li> <li>3. Tactile Mesh Games – Consumer games and activities; Enable traditional board games</li> <li>4. Developers SDK</li> </ol>
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**Part III - Project Description**

Provide a summary of the proposed project including information about:

- start and completion dates
- real estate acquisition
- construction activity, including estimated value of improvements
- machinery and equipment purchases
- product or market information
- total project cost
- job creation

Game Design and Development has started.

Funding is anticipated in November. Upon funding, it will be a six month development to release the platform MVP.

Both corporate, location-based and social games will be released with the platform and subsequently.

Small kickstarter campaigns will be run for each game once designed. An unsuccessful kickstarter does not preclude development of the app.

Mobile gaming will be a \$35.4B market in 2017.

Our MVP platform and games release is estimated to cost \$300,000.

We will create 5 jobs in the first year and 5 additional jobs each year thereafter.

**GIVES**



- Support from CDA (Funding, Space, etc )
- Support from Community (Investment, Resources, etc)

**GETS**

- Creation of Jobs (18 FTE/3 years)
- Unique Tech Company In Game Category
- Partnerships with Meeper/Solomo



- Collaboration w/ Departments (Media Arts& Games, Computer Science, Art)
- Access to Student Talent at all levels

- Research and Development focus for students
- Real world experience in process of making games/working on teams/methodologies
- Mentoring of students from MMG leaders/architects
- Intern programs in gaming



- Funding and Support
- Unique Collaborative partnerships from all aspects (business, Technology, Education Industry)
- Ability to achieve our Vision!
- Partnerships with Slipstream, Meeper, SOLOMO

*Part IV - Sources and Uses of Funds*

Provide information about how the project will be funded. What are the proposed sources of funding for major project components such as real estate, construction, machinery, etc.?

Proposed Use of Funds	Source and Amount of Funds					Total
	Owner Equity	ED Grant & Loan	CrowdFunding	Equity (Note)	In-Kind Services	
Phase I Product Development & Company Startup	10,000	200,000	40,000	\$25,000	50,000	325,000
<b>Total</b>	10,000	200,000	40,000	\$25,000	\$50,000	325,000



### Part V - Job Creation

Provide information about the new jobs that will be created as a result of this project. Only include information about full-time, permanent (year-round) jobs.

Job Title	Average Hourly Wage	Benefits Provided?	Number of New Full-Time Jobs Created			
			1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	Total
Social Marketing	15	Yes	1			1
Graphics	20	Yes	2	1	1	4
Developer	30	Yes	3	4	4	11
System Admin/Support						
QA/Manufacturing/Packing/Shipping						
Management	40	Yes		1	1	2
		Select One				
<b>Total Jobs Created</b>			<b>6</b>	<b>6</b>	<b>6</b>	<b>18</b>
<b>Current Number of Jobs in the City of Whitewater</b>						<b>0</b>
Provide information on the types of benefits provided to employees. For health, life, and dental insurance, provide information on the percentage of costs paid by the employer and employee.	At 5 FTE's, we can offer standard benefits through QTI. Initial staffing will be the two management team members, our technical advisor/engineer and then a team of interns at Whitewater for Marketing, Graphics and Development.					
Provide information on new part-time or seasonal jobs that will result from the proposed project.	Part-time employees may be needed for QA, kickstarters and other activities. We will have a standard intern program at WW for gaming.					

### Part VI - Collateral

Provide information about collateral available to secure the CDA's loan to the business. This may include real estate, machinery and equipment, inventory, etc.

Available Collateral	Current Value	Appraisal Available?	Equity Available	CDA in subordinate position?
None at this time.	Company to be formed in Nov.	No	We are crowdsourcing initial funding. Equity rounds may be required at subsequent stages.	No
				Select One
				Select One
				Select One
				Select One
				Select One
				Select One
				Select One
Total				

Provide a brief description of the collateral available to secure the CDA's loan. Include relevant information on its current value, equity available, and other lenders secured by the same collateral.

No other lenders at this time.  
See above.

### *Part VII - Attachments*

The following information must be attached to the application in order for it to be considered complete.

- x Resumes of each principal associated with the business, including experience, educational background, role in the business, and other relevant information.
- n/a A financial history of the business including balance sheets, profit/loss statements, cash flow statements, and accountant notes for the past three years.
- x Projections including balance sheets, profit/loss statements, and cash flow statements for three years from the date of application.
- n/a Letter(s) of commitment from other lenders on the project (if any) describing the type of financing being offered, amount, interest rates, security, availability, and repayment schedule.
- x A copy of the company's business plan, or those segments of the business plan relating to the proposed project.
- x Any other documentation that reinforces the viability of the proposed project, or that helps to describe the company and its products.

### *Part VIII - Trade Secrets / Confidentiality*

- x Please review the application and indicate whether any of the information provided is considered a trade secret or considered confidential by the business. Wisconsin State Statutes require that certain information received by the CDA and used to consider the loan application be considered public information.

Generally, certain financial, product, and market information may be considered a trade secret and may not be subject to release by the CDA.

*Part IX - Certification*

I hereby certify that the information provided above and in the attached supporting documentation is to the best of my knowledge true and accurate. I also authorize the Whitewater Community Development Authority to perform both business and personal checks as a part of this application process.

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Date

\_\_\_\_\_

Date

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*Loan Application*

Part I - General Information

Business Name	V2 Leagues, LLC		
Business Address	1221 Innovation Drive, Whitewater, WI 53190		
Contact Name	Drew Jones		
Contact Address	11022 Saddlebred Ln, Indianapolis, In 46239		
Contact Phone	317.374.2419	Contact Fax	
Contact E-Mail	<a href="mailto:drew@v2leagues.com">drew@v2leagues.com</a>	Company Web Site	www.V2leagues.com (not public)

Part II - Business History

<p>Provide a brief history of the existing or proposed business, including the following items:</p> <ul style="list-style-type: none"> <li>• year started</li> <li>• significant markets</li> <li>• primary products</li> <li>• legal structure</li> <li>• significant events in the company's history</li> <li>• key clients</li> <li>• any additional information that may help to describe the business and the products or services it provides.</li> </ul>	<p>Our founder, Drew Jones is a long-time gamer who designs and plays board games, card games, strategy games and is a student of the overall games market. As Drew was playing MMO (Massive Multiplayer Online Game) with his friends they began talking about how many of them preferred fantasy type games over sports games. Drew explained that they were playing a game very similar to fantasy sports, just in a different realm (e.g. Warriors and Wizards). Then he thought how great it would be to create that Fantasy World where you could draft your fantasy players who participate in battles and have leagues with results and standings, just like in a Fantasy Sports league. This was the beginning of V<sup>2</sup> Leagues. It is a Virtual World plus a Virtual League, hence the name V<sup>2</sup> Leagues (V2L).</p> <p><b><i>Virtual<sup>2</sup> Leagues is to "Lord of the Rings" as Fantasy Football is to the "NFL".</i></b></p> <p>Our markets are a combination of Fantasy Sports and Massively Multiplayer Online (MMO) which collectively are \$30B in Revenue and 600M gamers worldwide.</p>
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Provide a summary of the proposed project including information about:

- start and completion dates
- real estate acquisition
- construction activity, including estimated value of improvements
- machinery and equipment purchases
- product or market information
- total project cost
- job creation

Game Design and Development has started.

Funding is anticipated in November. Upon funding, it will be an eight month runway re-lease the platform MVP.

Two kickstarter campaigns will be run – one to fund the realm role development and the second a marketing campaign to lead up to launch of the MVP.

Our MVP platform release is estimated to cost \$310,000.

We will create 5 jobs in the first year and 5 additional jobs each year thereafter. Game statistics and economics will be critical roles that we look to fill in WW given the expertise in this area.

Part IV - Sources and Uses of Funds

Item 7.

Provide information about how the project will be funded. What are the proposed sources of funding for major project components such as real estate, construction, machinery, etc.?

Proposed Use of Funds	Source and Amount of Funds					Total
	Owner Equity	ED Grant & Loan	CrowdFunding	Equity (Note)	In-Kind Services	
Phase I Product Development & Company Startup	10,000	200,000	75,000	\$25,000	50,000	360,000
Total	10,000	200,000	75,000	\$25,000	\$50,000	360,000



Part V – Job Creation

Item 7.

Provide information about the new jobs that will be created as a result of this project. Only include information about full-time, permanent (year-round) jobs.

Job Title	Average Hourly Wage	Benefits Provided?	Number of New Full-Time Jobs Created			
			1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	Total
Writers	15	Yes	1	1	1	3
Graphics/Art	20	Yes	2	1	1	4
Developer	30	Yes	3	3	3	9
System Admin/Support	20	Yes		1		1
Marketing	20	Yes	1	1	1	3
Management	40	Yes		1	1	2
		Select One				
Total Jobs Created			7	8	7	22
Current Number of Jobs in the City of Whitewater						0
Provide information on the types of benefits provided to employees. For health, life, and dental insurance, provide information on the percentage of costs paid by the employer and employee.	At 5 FTE's, we can offer standard benefits through QTI. Initial staffing will be the two management team members, our technical advisor/engineer and then a team of interns at Whitewater for Marketing, Graphics and Development.					
Provide information on new part-time or seasonal jobs that will result from the proposed project.	Part-time employees may be needed for QA, kickstarters and other activities. We will have a standard intern program at WW for gaming.					

Part VI - Collateral

Provide information about collateral available to secure the CDA's loan to the business. This may include real estate, machinery and equipment, inventory, etc.

Available Collateral	Current Value	Appraisal Available?	Equity Available	CDA in subordinate position?
None at this time.	Company to be formed in Nov.	No	We are crowdsourcing initial funding. Equity rounds may be required at subsequent stages.	No
				Select One
				Select One
				Select One
				Select One
				Select One
				Select One
				Select One
Total				

<p>Provide a brief description of the collateral available to secure the CDA's loan. Include relevant information on its current value, equity available, and other lenders secured by the same collateral.</p>	<p>No other lenders at this time. See above.</p>	<p>Item 7.</p>
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*Part VII - Attachments*

The following information must be attached to the application in order for it to be considered complete.

- x Resumes of each principal associated with the business, including experience, educational background, role in the business, and other relevant information.
- n/a A financial history of the business including balance sheets, profit/loss statements, cash flow statements, and accountant notes for the past three years.
- x Projections including balance sheets, profit/loss statements, and cash flow statements for three years from the date of application.
- n/a Letter(s) of commitment from other lenders on the project (if any) describing the type of financing being offered, amount, interest rates, security, availability, and repayment schedule.
- x A copy of the company's business plan, or those segments of the business plan relating to the proposed project.
- x Any other documentation that reinforces the viability of the proposed project, or that helps to describe the company and its products.

*Part VIII - Trade Secrets / Confidentiality*

- x Please review the application and indicate whether any of the information provided is considered a trade secret or considered confidential by the business. Wisconsin State Statutes require that certain information received by the CDA and used to consider the loan application be considered public information.

Generally, certain financial, product, and market information may be considered a trade secret and not be subject to release by the CDA. Item 7.

*Part IX - Certification*

I hereby certify that the information provided above and in the attached supporting documentation is to the best of my knowledge true and accurate. I also authorize the Whitewater Community Development Authority to perform both business and personal checks as a part of this application process.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Appendix A*

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*Loan Application*

## Application - City of Whitewater RLF Loan Program

### Part I - General Information

Business Name	SOLOMO Technology, Inc.		
Business Address	222 W Washington #705, Madison WI 53703		
Contact Name	Liz Eversoll,		
Contact Address	722 Ash Court, Verona WI 53593		
Contact Phone	608.220.1900	Contact Fax	
Contact E-Mail	<a href="mailto:liz@solomotechnology.com">liz@solomotechnology.com</a>	Company Web Site	<a href="http://www.solomotechnology.com">www.solomotechnology.com</a>

### Part II - Business History

<p>Provide a brief history of the existing or proposed business, including the following items:</p> <ul style="list-style-type: none"> <li>• year started</li> <li>• significant markets</li> <li>• primary products</li> <li>• legal structure</li> <li>• significant events in the company's history</li> <li>• key clients</li> <li>• any additional information that may help to describe the business and the products or services it provides.</li> </ul>	<p>Company Formed in May 2011 and converted to a C-Corp December 1, 2012.</p> <p>Smart Location platform for Location Analytics and Mobile Engagement with Permission.</p> <p>Target markets are Retail, Events and Smart Building. Key customers include Kohl's, COX Communications, CBRE and others.</p> <p>See attached product deck.</p> <p>We have a partner strategy for product resell, marketing and other programs. Our strategic partners are a key part of our go to market strategy. Partners such as Microsoft, Google and CISCO bring us in to enterprise accounts. ISV's incorporate our technology in to their existing products (e.g. Pulse Dealer System) and consultants and system integrators bring us in to opportunities in Healthcare and other verticals.</p>
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### Part III - Project Description

Provide a summary of the proposed project including information about:

- start and completion dates
- real estate acquisition
- construction activity, including estimated value of improvements
- machinery and equipment purchases
- product or market information
- total project cost
- job creation

September 1 and ongoing

Each of our verticals requires vertical specific analytics and dashboards. Our core platform collects and provides the base location data, but the metrics in each vertical are a bit different. Vertical specific dashboards and integration in to other vertical industry data increases the value of our platform.

In addition, the engagement experiences you wish to create in each vertical are also unique.

SOLOMO would like to build an analytics, app development and product marketing team in Whitewater to focus on one or more of our verticals. This team would build vertical specific engagement experiences, analytics and market these products to the appropriate customers in social media forums and to the appropriate partners in these segments.

Our Big Data/Analytics team would consist of 3-5 engineers with a mix of intern and experienced team members. Total cost \$400,000/year.

Our application development team would consist of 3-5 engineers with a mix of intern and experienced team members. \$350,000/year

Our product marketing team would consist of 1-3 associates (the number depends on the number of verticals we pursue. \$120,000/year

*Part IV - Sources and Uses of Funds*

Provide information about how the project will be funded. What are the proposed sources of funding for major project components such as real estate, construction, machinery, etc.?

Proposed Use of Funds	Source and Amount of Funds				Total
	Owner Equity	ED Grant & Loan	Equity Funding	WEDC/MDC Loans	
Big Data Team		50,000			50,000
Application Development Team					
Product Marketing Team					
Total	100,000	50,000	2,500,000	750,000	660,000



*Part V - Job Creation*

Provide information about the new jobs that will be created as a result of this project. Only include information about full-time, permanent (year-round) jobs.

Job Title	Average Hourly Wage	Benefits Provided?	Number of New Full-Time Jobs Created			
			1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	Total
Big Data/Analytics	40	Yes	2	2	2	6
Developer	30	Yes	2	2	2	6
Product Marketing	20	Yes	1	1	1	3
		Select One				
Total Jobs Created			5	5	5	15
Current Number of Jobs in the City of Whitewater						0
Provide information on the types of benefits provided to employees. For health, life, and dental insurance, provide information on the percentage of costs paid by the employer and employee.	We offer standard benefits through QTI.					
Provide information on new part-time or seasonal jobs that will result from the proposed project.	Part-time employees may be needed based on demand. We can run a standard intern program at WW for marketing, development and business interns.					

*Part VI - Collateral*

Provide information about collateral available to secure the CDA's loan to the business. This may include real estate, machinery and equipment, inventory, etc.

Available Collateral	Current Value	Appraisal Available?	Equity Available	CDA in subordinate position?
None at this time.	\$5,700,000 Company Valuation	No	Yes, we are doing a \$500k top off to our Series A.	Yes
				Select One
				Select One
				Select One
				Select One
				Select One
				Select One
				Select One
				Select One
Total				

<p>Provide a brief description of the collateral available to secure the CDA's loan. Include relevant information on its current value, equity available, and other lenders secured by the same collateral.</p>	<p>MDC and WEDC both have a security position. We are likely changing our banking to First Business Banking, entering in to a new agreement with a factoring/line of credit and they will have first position on the receivables.</p>
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### *Part VII - Attachments*

The following information must be attached to the application in order for it to be considered complete.

- x Resumes of each principal associated with the business, including experience, educational background, role in the business, and other relevant information.
- n/a A financial history of the business including balance sheets, profit/loss statements, cash flow statements, and accountant notes for the past three years.
- x Projections including balance sheets, profit/loss statements, and cash flow statements for three years from the date of application.
- n/a Letter(s) of commitment from other lenders on the project (if any) describing the type of financing being offered, amount, interest rates, security, availability, and repayment schedule.
- x A copy of the company's business plan, or those segments of the business plan relating to the proposed project.
- x Any other documentation that reinforces the viability of the proposed project, or that helps to describe the company and its products.

### *Part VIII - Trade Secrets / Confidentiality*

- x Please review the application and indicate whether any of the information provided is considered a trade secret or considered confidential by the business. Wisconsin State Statutes require that certain information received by the CDA and used to consider the loan application be considered public information.

Generally, certain financial, product, and market information may be considered a trade secret and may not be subject to release by the CDA.

*Part IX - Certification*

I hereby certify that the information provided above and in the attached supporting documentation is to the best of my knowledge true and accurate. I also authorize the Whitewater Community Development Authority to perform both business and personal checks as a part of this application process.

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Date

\_\_\_\_\_

Date

*Appendix A*



*Loan Application*

## Application - City of Whitewater RLF Loan Program

### Part I - General Information

Business Name	Meeper Technology, LLC		
Business Address	1221 Innovation Drive, Whitewater, WI 53190		
Contact Name	Liz Eversoll,		
Contact Address	722 Ash Court, Verona WI 53593		
Contact Phone	608.220.1900	Contact Fax	
Contact E-Mail	liz@meepertek.com	Company Web Site	www.meepertek.com

### Part II - Business History

<p>Provide a brief history of the existing or proposed business, including the following items:</p> <ul style="list-style-type: none"> <li>• year started</li> <li>• significant markets</li> <li>• primary products</li> <li>• legal structure</li> <li>• significant events in the company's history</li> <li>• key clients</li> <li>• any additional information that may help to describe the business and the products or services it provides.</li> </ul>	<p>Company Formed September 1, 2014</p> <p>Creating sensor(s) for locating lost objects (e.g. Golf Balls), people (children, elderly) and other use cases.</p> <p>Multiple sensors will be developed for finding lost objects/people with a cloud management platform and tandem phone and tablet applications.</p> <p>We are forming a WI LLC.</p> <p>Demographics: e.g. Golf Enthusiasts, Parents/Family Members</p>
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*Part III - Project Description*

<p>Provide a summary of the proposed project including information about:</p> <ul style="list-style-type: none"> <li>• start and completion dates</li> <li>• real estate acquisition</li> <li>• construction activity, including estimated value of improvements</li> <li>• machinery and equipment purchases</li> <li>• product or market information</li> <li>• total project cost</li> <li>• job creation</li> </ul>	<p>Phase I: 90-120 days \$450,000; 2 employees, 3 interns</p> <ul style="list-style-type: none"> <li>• Sensor Architecture &amp; Design</li> <li>• Cloud Platform MVP</li> <li>• Tablet/Phone Apps MVP</li> <li>• Crowdfunding Campaign(s)</li> <li>• Ecommerce Site</li> <li>• 7500 Units</li> </ul> <p>Phase II (Beta) 90-120 days \$1,000,000, 3-5 additional employees</p> <ul style="list-style-type: none"> <li>• Manufacturing up to 5,000 units</li> <li>• Customer Validation &amp; Testing</li> <li>• Company Backoffice</li> <li>• Revenue Generating</li> </ul> <p>Phase III (Production) ongoing – Funding Amount TBD based on Revenue (10+ employees)</p> <ul style="list-style-type: none"> <li>• Manufacturing &amp; Distribution</li> <li>• Sales &amp; Marketing</li> <li>• Support</li> <li>• Developer Network</li> </ul> <p>Repeat for each sensor</p>
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*Part IV - Sources and Uses of Funds*

Provide information about how the project will be funded. What are the proposed sources of funding for major project components such as real estate, construction, machinery, etc.?

Proposed Use of Funds	Source and Amount of Funds				Total
	Owner Equity	ED Grant & Loan	CrowdFunding	In-Kind Services	
Phase I Product Development & Company Startup	10,000	50,000	450,000	150,000	660,000
<b>Total</b>	10,000	50,000	450,000	150,000	660,000



## Part V - Job Creation

Provide information about the new jobs that will be created as a result of this project. Only include information about full-time, permanent (year-round) jobs.

Job Title	Average Hourly Wage	Benefits Provided?	Number of New Full-Time Jobs Created			
			1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	Total
Social Marketing	15	Yes	1			1
Graphics	20	Yes	1			1
Developer	30	Yes	1			1
System Admin/Support	20	Yes	1	1	2	4
QA/Manufacturing/Packing/Shipping	20	Yes	1	1	2	4
Management	40	Yes	2	1	1	4
		Select One				
Total Jobs Created			7	3	5	15
Current Number of Jobs in the City of Whitewater						0
Provide information on the types of benefits provided to employees. For health, life, and dental insurance, provide information on the percentage of costs paid by the employer and employee.	At 5 FTE's, we can offer standard benefits through QTI. Initial staffing will be the two management team members, our technical advisor/engineer and then a team of interns at Whitewater for Marketing and Development.					
Provide information on new part-time or seasonal jobs that will result from the proposed project.	Part-time employees may be needed based on demand for sensors/systems to setup, QA, pack and ship. We will have a standard intern program at WW for marketing, development and business interns.					

## Part VI - Collateral

Provide information about collateral available to secure the CDA's loan to the business. This may include real estate, machinery and equipment, inventory, etc.

Available Collateral	Current Value	Appraisal Available?	Equity Available	CDA in subordinate position?
None at this time.	\$100,000 Company Valuation	No	We are crowdsourcing initial funding. Equity rounds may be required at subsequent stages.	No
				Select One
				Select One
				Select One
				Select One
				Select One
				Select One
				Select One
Total				

Provide a brief description of the collateral available to secure the CDA's loan. Include relevant information on its current value, equity available, and other lenders secured by the same collateral.

No other lenders at this time.  
See above.

### *Part VII - Attachments*

The following information must be attached to the application in order for it to be considered complete.

- x Resumes of each principal associated with the business, including experience, educational background, role in the business, and other relevant information.
- n/a A financial history of the business including balance sheets, profit/loss statements, cash flow statements, and accountant notes for the past three years.
- x Projections including balance sheets, profit/loss statements, and cash flow statements for three years from the date of application.
- n/a Letter(s) of commitment from other lenders on the project (if any) describing the type of financing being offered, amount, interest rates, security, availability, and repayment schedule.
- x A copy of the company's business plan, or those segments of the business plan relating to the proposed project.
- x Any other documentation that reinforces the viability of the proposed project, or that helps to describe the company and its products.

### *Part VIII - Trade Secrets / Confidentiality*

- x Please review the application and indicate whether any of the information provided is considered a trade secret or considered confidential by the business. Wisconsin State Statutes require that certain information received by the CDA and used to consider the loan application be considered public information.

Generally, certain financial, product, and market information may be considered a trade secret and may not be subject to release by the CDA.

*Part IX - Certification*

I hereby certify that the information provided above and in the attached supporting documentation is to the best of my knowledge true and accurate. I also authorize the Whitewater Community Development Authority to perform both business and personal checks as a part of this application process.

\_\_\_\_\_  
Name

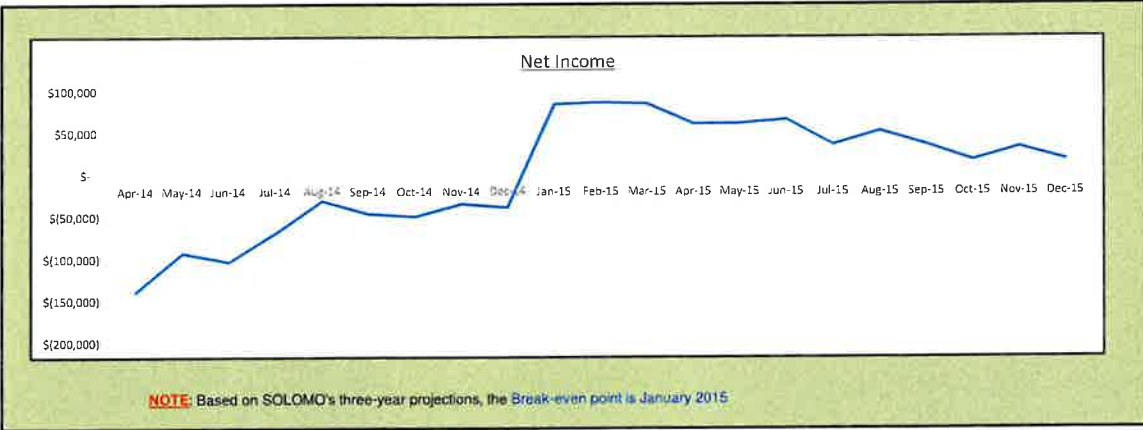
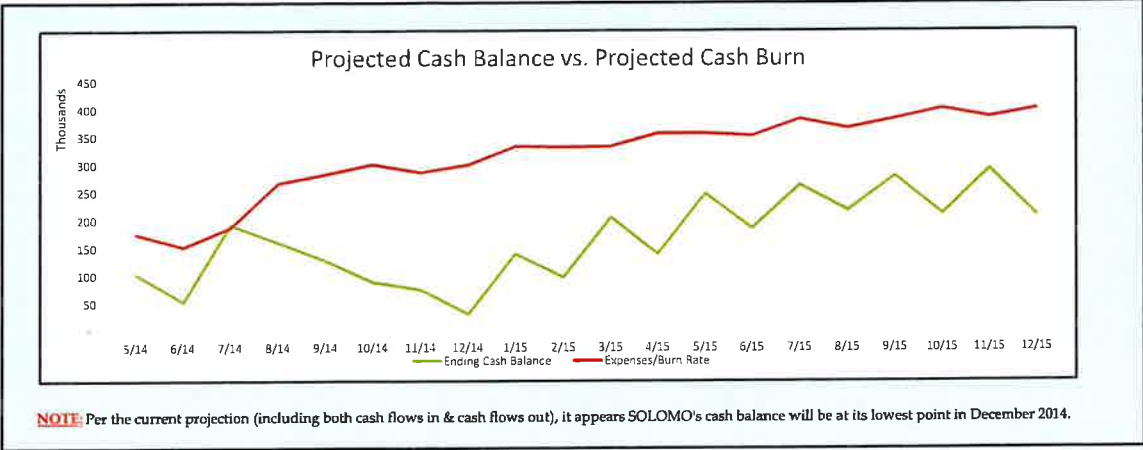
\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Dashboard Report  
July 2014  
Confidential





**Balance Sheet - Unaudited**  
July 31, 2014

	Jul-14	Jun-14	\$ Change	Dec-13	\$ Change
<b>Assets</b>					
<b>Current Assets</b>					
Cash & Cash Equivalents	191,529	52,230	139,299	524,770	(333,240)
Accounts Receivable	263,516	239,988	23,528	253,550	9,967
Prepaid Expense	40,088	10,558	29,530	40,894	(806)
Security Deposit	250	250	-	250	-
Inventory Asset	5,314	7,038	(1,724)	-	5,314
Due from Shareholder	343	343	-	331	12
<b>Total Current Assets</b>	<b>501,040</b>	<b>310,407</b>	<b>190,634</b>	<b>819,794</b>	<b>(318,754)</b>
<b>Long-Term Assets</b>					
Computers	5,724	5,724	-	5,724	-
Furniture & Equipment	5,175	5,175	-	5,175	-
Software	7,193	7,193	-	7,193	-
Accumulated Depreciation	(9,273)	(8,914)	(359)	(6,761)	(2,512)
<b>Total Long-Term Assets</b>	<b>8,819</b>	<b>9,178</b>	<b>(359)</b>	<b>11,331</b>	<b>(2,512)</b>
<b>Other Assets</b>					
Loan Origination Fees	12,500	12,500	-	12,500	-
Patent	14,676	14,676	-	14,676	-
Trademarks	2,170	2,170	-	2,170	-
Accumulated Amortization	(5,102)	(4,192)	(910)	(2,371)	(2,730)
<b>Total Other Assets</b>	<b>24,245</b>	<b>25,155</b>	<b>(910)</b>	<b>26,975</b>	<b>(2,730)</b>
<b>Total Assets</b>	<b>\$ 534,104</b>	<b>\$ 344,740</b>	<b>\$ 189,365</b>	<b>\$ 858,101</b>	<b>\$ (323,996)</b>
<b>Liabilities &amp; Stockholders' Equity</b>					
<b>Current Liabilities</b>					
Accounts Payable	139,913	93,490	46,423	89,931	49,982
Credit Card	13,393	8,646	4,747	11,634	1,759
Other Current Liabilities	194,626	133,917	60,709	146,147	48,479
<b>Total Current Liabilities</b>	<b>347,932</b>	<b>236,052</b>	<b>111,879</b>	<b>247,712</b>	<b>100,220</b>
<b>Long-Term Liabilities</b>					
Note Payable, MDC	500,000	500,000	-	250,000	250,000
Note Payable, WEDC-1	94,249	96,868	(2,620)	112,280	(18,031)
Note Payable, WEDC-2	122,058	125,000	(2,942)	125,000	(2,942)
Note Payable, Evans	7,074	7,054	20	6,937	137
Accrued Interest Payable	4,245	3,561	684	7,911	(3,666)
<b>Total Long-Term Liabilities</b>	<b>727,626</b>	<b>732,484</b>	<b>(4,858)</b>	<b>502,128</b>	<b>225,498</b>
<b>Total Liabilities</b>	<b>1,075,558</b>	<b>968,536</b>	<b>107,022</b>	<b>749,840</b>	<b>325,718</b>
<b>Stockholders' Equity</b>					
Common Stock - APIC	554,921	554,921	-	554,667	255
Common Stock - PAR	1,033	1,033	-	1,033	0
Financing Fees	(55,360)	(51,857)	(3,502)	(51,857)	(3,502)
Series A Preferred	1,771,605	1,615,433	156,172	1,565,433	206,172
Retained Earnings	(1,961,015)	(1,961,015)	-	(614,968)	(1,346,047)
Net Income	(852,638)	(782,312)	(70,327)	(1,346,047)	493,408
<b>Total Stockholders' Equity</b>	<b>(541,453)</b>	<b>(623,796)</b>	<b>82,343</b>	<b>108,260</b>	<b>(649,714)</b>
<b>Total Liabilities &amp; Stockholders' Equity</b>	<b>\$ 534,104</b>	<b>\$ 344,740</b>	<b>\$ 189,365</b>	<b>\$ 858,101</b>	<b>\$ (323,996)</b>



**Cash Flow Statement**  
**July 31, 2014**

	MTD	YTD
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net Loss	(70,327)	(852,638)
Plus (Less) Depreciation and Amortization	1,269	5,242
Plus (Less) Adjustments to reconcile Net Loss to net cash		
Accounts receivable	(23,528)	(9,967)
Other current assets	(27,806)	(4,520)
Accounts payable	51,170	51,741
Accrued expenses	15,709	(27,854)
Deferred revenue	45,000	76,333
Net cash (used) provided by Operating Activities	<u>(8,513)</u>	<u>(761,663)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Net cash (used) provided by Investing Activities	<u>-</u>	<u>-</u>
<b>FINANCING ACTIVITIES</b>		
Borrowings from notes payable	(5,542)	229,164
Accrued Interest	684	(3,666)
Common Stock	-	255
Financing Fees	(3,502)	(3,502)
Series A Preferred	156,172	206,172
Net cash (used) provided by Financing Activities	<u>147,812</u>	<u>428,422</u>
Net cash (decrease) increase for period	139,299	(333,240)
Cash at beginning of period	52,230	524,770
Cash at end of period	<u><u>\$ 191,529</u></u>	<u><u>\$ 191,529</u></u>

**SOLOMO**  
 Budget vs Actual by Quarter YTD  
 As of July 31, 2014

	Q1		Q2		Q3		YTD		Annual Budget
	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	
<b>Ordinary Income/Expense</b>									
Income									
4001 - Services Revenue	245,562	375,000	208,981	375,000	62,583	125,000	517,225	875,000	1,500,000
4050 - Product Revenue	1,333	55,000	17,090	230,000	55,000	110,000	73,423	395,000	980,000
4060 - Shipping Income	-	-	-	-	143	-	143	-	-
Total Income	246,996	430,000	226,071	605,000	117,726	235,000	590,792	1,270,000	2,480,000
Cost of Goods Sold									
Product Management Payroll	-	40,440	-	40,440	-	13,480	-	94,360	161,760
5005 - Services	182,703	191,763	161,925	191,763	63,700	63,921	407,327	447,447	767,052
5070 - Misc. COGS	377	-	2,975	-	4,391	-	7,743	-	-
Total COGS	183,079	232,203	164,900	232,203	67,091	77,401	415,070	541,807	928,812
Gross Profit	63,916	197,797	61,171	372,797	50,635	157,599	175,721	728,193	1,561,188
Expense									
5557 - Research & Development	209,308	220,440	183,653	220,449	58,157	73,485	451,117	514,374	881,814
5653 - Sales & Marketing	154,529	230,593	94,578	225,693	28,080	75,806	277,287	532,192	911,222
6011 - G&A	133,984	118,986	109,615	96,783	30,469	68,796	274,068	284,565	605,052
Total Expense	497,821	570,019	387,846	542,925	116,706	218,087	1,002,472	1,331,131	2,396,088
Net Ordinary Income	(433,904)	(372,322)	(326,775)	(170,128)	(66,072)	(60,488)	(826,751)	(602,938)	(836,910)
Other Income/Expense									
Other Income	38	(150)	14	(150)	10	(50)	62	(350)	(600)
Other Expense	9,073	7,792	12,811	11,216	4,265	4,107	25,950	23,115	41,802
Net Other Income	(9,035)	(7,942)	(12,597)	(11,366)	(4,255)	(4,157)	(25,887)	(23,465)	(42,402)
Net Income	(442,940)	(380,264)	(339,372)	(181,494)	(70,327)	(64,645)	(852,638)	(626,403)	(879,302)



**SOLOMO Technology, Inc.**  
**Notes & Schedules to Support Financial Statements**  
**July 31, 2014**  
**Unaudited**

Accounts Receivable						
	Current	1-30	31 - 60	61 - 90	> 90	Total
Berntsen	21,420	39,023	-	-	-	60,443
CGN	-	-	90	-	-	90
Citycom Marketing LLC	-	-	-	15,000	-	15,000
CMFG	9,625	-	-	-	-	9,625
COX	100,000	-	-	-	-	100,000
DIA	5,143	-	-	-	-	5,143
Performance Gateway	-	22,000	-	12,988	-	34,988
Swallow Solutions	-	-	-	-	10,000	10,000
The U-Group	-	-	-	-	12,000	12,000
Tytlar's BMW Cycle of GB	-	11,953	-	-	-	11,953
WIN	3,263	-	1,013	-	-	4,275
	<b>\$ 139,451</b>	<b>\$ 72,975</b>	<b>\$ 1,103</b>	<b>\$ 27,988</b>	<b>\$ 22,000</b>	<b>\$ 263,516</b>

Accounts Payable						
	Current	1 - 30	31 - 60	61 - 90	> 90	Total
5-Nines Data LLC	-	2,807	2,807	2,458	2,458	10,529
ADITI	-	-	-	-	7,723	7,723
Aspect Software	15,215	-	-	-	-	15,215
Baker Tilly Virchow Krause	-	-	2,000	4,000	60	6,060
Boyle Fredrickson S.C.*	-	-	533	-	4,682	5,215
Cynthia R Cauthern	10,560	169	-	2,500	-	13,230
Employee Expenses	624	1,914	2,983	232	-	5,753
Fine Point Consulting	293	3,803	-	-	-	4,095
First Business Factors	-	500	-	-	-	500
FIRST Insurance Funding Corp.	-	-	253	-	-	253
Foley and Lardner, LLP	-	2,502	-	-	-	2,502
Future Privacy Forum	-	-	5,000	-	-	5,000
Garter Inc	33,800	-	-	-	-	33,800
Just Coffee Cooperative	29	57	56	-	-	143
PR Newswire	-	-	-	-	2,110	2,110
Quarles & Brady LLP	-	840	-	-	13,125	13,965
RLM Finsbury, LLC	-	-	-	1,725	-	1,725
Streak Wave	-	-	-	20	-	20
Topline Venture Consulting	-	-	-	3,000	-	3,000
Travelers	-	286	-	-	-	286
UPS	99	-	-	-	-	99
WEDC-V	-	-	3,100	-	-	3,100
West Washington Associates	-	-	4,590	-	-	4,590
Wisconsin Investment Partners	-	1,000	-	-	-	1,000
	<b>\$ 60,620</b>	<b>\$ 13,878</b>	<b>\$ 21,322</b>	<b>\$ 13,934</b>	<b>\$ 30,158</b>	<b>\$ 139,913</b>

**SOLOMO Technology, Inc.**  
**Notes & Schedules to Support Financial Statements**  
**July, 2014**  
**Unaudited**

Prepaid Expenses	
Gartner, Inc.	30,983
Prepaid Insurance	5,260
Prepaid Legal Fees	95
Future of Privacy Forum	3,750
	<b>40,088</b>

Other Current Liabilities	
Accrued Expenses	50,331
Accrued Commissions	50,395
Use Tax Payable	144
Sales Tax Payable	-
Deferred Revenue	89,167
Rent Payable	4,590
	<b>194,626</b>

Schedule of Indebtedness - WEDC Loans		
WEDC holds a first position General Business Security Agreement on all assets now owned or hereinafter acquired.		
	<u>Loan 1</u>	<u>Loan 2</u>
Interest Rate	6.00%	6.00%
Balance at 7/31/14	\$94,249	\$122,058
Maturity Date	4/1/2017	3/1/2018
P&I Payments Begin	5/1/2013	4/1/2014
Monthly Payment	\$3,104	\$3,100
<b>Covenants:</b>		
1) Interim and/or fiscal year end financials with Verified Statement describing use of funds		
2) Periodic inspection of premises and records		
3) Nondiscrimination in Employment		
4) Borrower shall not consolidate or merge		
5) Borrower shall conduct activities in Wisconsin for 5 years		

Schedule of Indebtedness - Evans Estate Loan	
Note Payable to Skip Evans for equity redemption (Class B units) in 2012	
Interest Rate	3.25%
Balance at 7/31/14	\$7,074
Maturity Date	10/27/2015
P&I Payments Begin	10/27/2013
Annual Principal Payment	\$3,460
<i>NOTE: All accrued interest on the principal balance shall also be due and payable on each principal payment date</i>	
<b>Covenants:</b>	N/A

Schedule of Indebtedness - MDC Loan	
Venture Debt loan for the purpose of providing working capital for continued growth and staffing needs. MDC holds a lien on all business assets, subordinate to the lien held by WEDC	
Interest Rate (Prime + 4%)	7.25%
Balance at 7/31/2014	\$500,000
Maturity Date	6/27/2017
P&I Payments Begin (Interest-only for first 9 months)	September-14
<b>Covenants:</b>	
1) MDC has the right during the 45 month loan term to obtain ownership interest in the Borrower ("Shares of Series A Preferred")	
2) Quarterly Financial Statements due to MDC within 30 days after the end of each fiscal quarter.	
3) Annual Financial Statements due within 90 days of year-end.	
4) Borrower shall provide & maintain hazard insurance coverage on secured assets	
5) Borrower shall pay a 1.5% processing fee (\$7,500) at closing.	
6) Borrower shall provide a promissory note and security agreement to MDC at closing.	



**Income Statement - Unaudited**  
As of July 31, 2014

	MTD	YTD
<b>Revenue</b>		
<b>Total Revenue</b>	<b>117,726</b>	<b>590,792</b>
<b>Total Cost of Goods Sold</b>	<b>67,091</b>	<b>415,070</b>
<b>Gross Profit</b>	<b>50,635</b>	<b>175,721</b>
<i>Gross Profit %</i>	43%	30%
<b>Expense</b>		
Research & Development	58,157	451,117
Sales & Marketing	28,080	277,287
G&A	29,200	268,826
<b>Total Expense</b>	<b>115,437</b>	<b>997,230</b>
Ordinary Income (loss)	(64,803)	(821,509)
Depreciation & Amortization	1,269	5,242
Interest Expense (Income)	4,255	25,887
Total Other Expense (Income)	5,524	31,129
<b>Net Income</b>	<b>\$ (70,327)</b>	<b>\$ (852,638)</b>

**SOLOMO Technology, Inc.**  
**Notes & Schedules to Support Financial Statements**  
**July 31, 2014**  
**Unaudited**

**Review Comments**

- (1) The total payroll expense incurred for the month ended July 31st, 2014 is \$124,281. The total payroll expense for the year-to-date through July 31st is \$1,016,179. The monthly payroll expenses have decreased compared to prior months at the beginning of the year due to several salaried employees being converted to hourly (1 Sales dept. employee, 3 Services dept. employees, and 1 Product Engineering employee). In addition, several of the salaried employees have taken pay-cuts.
- (2) To maintain the current level of liquidity, SOLOMO is working with their vendors to prolong the timing of bill payments, this is the reason for the large balance in the 90+ days past due category. Also, Cynthia Cauthern will no longer be submitting monthly contract sales invoices. Starting in August, more bill payments will be made since the Series A Top Off Funds have been received.
- (3) Deferred Revenue is comprised of Cox, CBRE, and City.com's annual license fees. This revenue will be recognized ratably over the course of 12 months. The balance in deferred revenue is \$89,166.67 at July 31, 2014.
- (4) Year-to-date Revenue is \$680k less than budget for YTD. The negative variance is not due in particular to either revenue source doing worse than the other; as the difference for both Product and Service is revenue are \$357k and \$321k respectively which is only a \$25k difference between the two budget differentiations. Solomo has put \$100k into deferred revenue which will be recognized ratably over the course of 12 months.
- (5) MDC has granted SOLOMO a 3-month extension on the commencement of Principal payments on the MDC loan. Principal payments will now begin in September of 2014.
- (6) Fiore has delayed rent payments due for the next couple of months, while SOLOMO is working on the next equity capital raise. This balance is reflected in other current liabilities with a current balance of \$4,590. SOLOMO started paying rent again, but has yet to make up the previous months' rent payable. They will pay down the remaining balance at the beginning of August.
- (7) SOLOMO received investments to top off the Series A round in July 2014 in the amount of \$156k. The remaining ~\$50k is expected to be received in August 2014.
- (8) Per Liz's request, we reclassified several of the revenue accounts for 2014. This reclass did not change the total amount of revenue received for the year.
- (9) Hosting services for the month of July was up by \$5,286 when compared to June. (July \$7,887 vs. June \$2,601 respectively) The variance is mainly because of the hosting credits we received in June. July's hosting expense aligns more normatively with prior months.
- (10) The prepaid expense account increased by \$33,800 in the month of July. This is due to adding the subscription to Gartner onto the account. This expense will be recognized ratably over the next 12 months and will decrease on a monthly basis until the end of the yearly subscription.
- (11) The deferred revenue account in July is significantly higher than in June, (\$89,166 vs. \$44,167 respectively). The main reason for the increase is the Cox contract. Per the contract, we recognized \$50,000 immediately and recognized \$50,000 monthly on a pro rata basis.

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# State of Wisconsin Department of Financial Institutions

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## Corporate Records

Result of lookup for **V025837** (at 6/11/2024 12:51 PM )

# V2 LEAGUES, LLC

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### Vital Statistics

**Entity ID** V025837

**Registered Effective Date** 12/08/2014

**Period of Existence** PER

**Status** Administratively Dissolved [Request a Certificate of Status](#)

**Status Date** 12/13/2020

**Entity Type** Domestic Limited Liability Company

**Annual Report Requirements** Limited Liability Companies are required to file an Annual Report under s. 183.0212, WI Statutes.

### Addresses

**Registered Agent Office** ELIZABETH A. EVERSOLL  
722 ASH CT  
VERONA , WI 53593-1634  
[File a Registered Agent/Office Update Form](#)

**Principal Office** 141 W WHITEWATER ST  
APT B  
WHITEWATER , WI 53190-2087

### Historical Information

#### Annual Reports

Year	Reel	Image	Filed By	Stored On
2017	000	0000	online	database
2015	000	0000	online	database

[File an Annual Report](#) - [Order a Document Copy](#)

**Certificates of Newly-elected** None

**Officers/Directors**

**Old Names** None

**Chronology**

Effective Date	Transaction	Processed Date	Description
12/08/2014	Organized	12/08/2014	E-Form
10/01/2017	Delinquent	10/01/2017	
11/17/2017	Change of Registered Agent	11/17/2017	OnlineForm 5
11/17/2017	Restored to Good Standing	11/17/2017	OnlineForm 5
10/01/2019	Delinquent	10/01/2019	
10/13/2020	Notice of Administrative Dissolution	10/13/2020	
12/13/2020	Administrative Dissolution	12/13/2020	

[Order a Document Copy](#)

### SUBORDINATION AGREEMENT

This Subordination Agreement (this "Agreement"), dated as of December 20, 2018 (the "Effective Date"), is between the Community Development Authority of the City of Whitewater, Wisconsin (the "Subordinating Creditor") and Fordham Capital Partners, LLC. (the "Senior Creditor").

#### RECITALS

Meeper Technology, LLC (the "Debtor") is indebted to the Subordinating Creditor (the "Subordinating Creditor Obligations") and said Subordinating Creditor Obligations are secured by property of the Debtor including, but not limited to, the Senior Creditor Collateral, as defined below.

Debtor has or expects to have certain obligations to the Senior Creditor that shall at no point exceed the aggregate amount of Three Hundred Fifty Thousand Dollars (\$350,000.00)(the "Senior Creditor Obligations"). The Senior Creditor has or expects to acquire a security interest in certain property of the Debtor as collateral for the Senior Credit Obligations, such collateral to comprise all presently existing or hereafter arising, now owned or hereafter acquired accounts, accounts receivable, contract rights, inventory, work in process, parts, finished goods, chattel paper, documents, instruments, all books and records, reserve accounts, rebates, and general intangibles relating to the accounts receivable, and all of the proceeds of the foregoing property (the "Senior Creditor Collateral"). Notwithstanding anything herein to the contrary, the Senior Creditor Collateral does not and will not include the following: equipment, furniture, fixtures, patents, trademarks and copyrights and all other intellectual property (and the goodwill associated with and registrations and licenses of any of them), now owned or hereafter acquired by Debtor ("Other Collateral").

The Subordinating Creditor and the Senior Creditor (each a "Party" and collectively, the "Parties") are executing this Agreement to set forth their lien priorities with respect to the Senior Creditor Collateral.

NOW THEREFORE, in consideration of the premises, and intending to be legally bound hereby, the Parties hereby agree as follows:

#### AGREEMENT

1. **PRIORITY:** Notwithstanding the terms or provisions of any agreement or arrangement which either Party now or hereafter has with the Debtor or any rule of law and irrespective of the time, order or method of attachment or perfection of any security interest or the recordation or other filing in any public record of any financing statement, the Senior Creditor Obligations and any security interest in the Senior Creditor Collateral granted to the Senior Creditor by the Debtor, whether or not perfected, are and shall remain senior to the Subordinating Creditor Obligations and any security interest therein now or hereafter granted by the Debtor to the Subordinating Creditor, but only to the extent of the amount of the outstanding Senior Creditor Obligations, which shall not

exceed \$350,000.00. Senior Creditor acknowledges and agrees that any security interest Subordinating Creditor has or will have in the Other Collateral is and shall remain senior to Senior Creditor Obligations and any security interest therein now or hereafter granted by the Debtor.

2. **ENFORCEMENT OF SECURITY INTEREST:** The Subordinating Creditor shall have no right to take any action with respect to the Senior Creditor Collateral, whether by judicial or non-judicial foreclosure, notification to the Debtor's account debtors, or otherwise, unless and until all Senior Creditor Obligations have been fully and indefeasibly paid. Any proceeds of the Senior Creditor Collateral, or proceeds thereof, whether or not identifiable, received by the Subordinating Creditor shall be paid to the Senior Creditor on demand.
3. **MUTUAL DISCLOSURE CONCERNING ACCOUNTS:** Senior Creditor and Subordinating Creditor agree to provide the other access to any information, electronic or otherwise, pertaining to the Debtor's accounts in order to assist in the identification of any otherwise unidentifiable accounts as mentioned in paragraph 2 above.
4. **EFFECTS OF BANKRUPTCY:** This Agreement shall remain in full force and effect notwithstanding the filing of a petition for relief by or against the Debtor under the Bankruptcy Code and shall apply with full force and effect with respect to all Senior Creditor Collateral acquired by the Debtor, or obligations, incurred by the Debtor to the Subordinating Creditor, subsequent to the date of said Petition.
5. **NO DUTY TO FACTOR ACCOUNTS:** Nothing contained herein, or in any prior agreement or understanding shall be deemed to create any duty on the part of the Senior Creditor to purchase any accounts or otherwise extend or continue to extend financial accommodations to the Debtor.
6. **WAIVER OF MARSHALING:** The Subordinating Creditor, unconditionally, irrevocably waives any right to compel the Senior Creditor to marshal the assets of the Debtor.
7. **APPLICABLE LAW:** Except as otherwise specifically provided herein, the rights and priorities of the Parties shall be determined in accordance with applicable law. This Agreement shall be governed by the laws of the State of Illinois and all terms used herein which are defined in the Uniform Commercial Code shall have the meaning therein stated.
8. **BENEFITS OF THIS AGREEMENT:** This Agreement is solely for the benefit of and shall bind the Parties and their respective successors and assigns and no other entity shall have any right, benefit, priority, or other interest hereunder.
9. **MODIFICATION:** This Agreement shall be subject to modification only in writing, signed by both Parties or their respective successors and assigns.



10. **TERM:** This Agreement shall continue so long as the Senior Creditor has a security interest in the Senior Creditor Collateral. Notwithstanding anything herein to the contrary, this Agreement shall immediately terminate in the event the Senior Creditor Obligations renewed or extended without first receiving the written consent of the Subordinating Creditor, which shall not be reasonably withheld.
11. **ENFORCEMENT:** In the event that either party retains counsel to enforce its rights hereunder, the prevailing party shall recover its attorney's fees and expenses.
12. **WAIVER:** No delay or failure of either Party in exercising any right, power or remedy under this Agreement shall effect or operate as a waiver of such right, power or remedy, nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any right, power or remedy. Any waiver, permit, consent or approval of any kind by either Party of any breach or of default under this Agreement, is ineffective unless executed in writing and shall be effective only to the extent set forth in such writing.
13. **NEW AGREEMENT:** The Parties agree that no Promissory Note, Loan, or any other form of Credit Line is to be granted under any circumstance from Subordinating Creditor or Senior Creditor to Debtor, as the case may be, without the full execution of a new/amended Intercreditor Agreement signed by the Parties.
14. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which counterparts shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. For purposes of the execution of this Agreement, fax signature pages shall be treated in all respects as original signature pages.
15. **SEVERABILITY:** Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provisions should become invalid, illegal or unenforceable in any respect, the remainder of such provision or the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.
16. **DEFAULT:** Debtor is no longer in 'good standing' when placed in Default by the Senior Creditor in writing. Senior Creditor may withhold Advances without obligation to Subordinating Creditor at the time of such Default, as well as foreclose upon the Senior Creditor Collateral which is not purchased or factored, without obligation to Subordinating Creditor.

**IN WITNESS THEREOF, THE PARTIES, BY THEIR RESPECTIVE AND DULY AUTHORIZED OFFICERS, HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AND DELIVERED AS OF THE DATE WRITTEN ABOVE.**

Community Development Authority of the City of Whitewater, Wisconsin ("Subordinating Creditor")

Signature: 

Print: Dave Carlson

Title: Executive Director

Date: 12/20/18

Community Development Authority of the City of Whitewater, Wisconsin ("Subordinating Creditor")

Signature: 

Print: Larry Kachel

Title: Chairman

Date: 12/20/18

Fordham Capital Partners, LLC. ("Senior Creditor")

Signature: 

Print: MARK C. STETSON

Title: SVP

Date: 12/28/18

Meeper Technology, LLC. ("Debtor")

Signature: 

Print: Elizabeth Eversoll

Date: CEO

1/3/19

## **Whitewater Community Development Authority Community Development Block Grant Fund RLF-ED Job Creation**

### **Program Overview:**

This program assists businesses with funding based upon new jobs being created or retained. The applicant must make at least 51% of the jobs available to persons who qualify as Low to Moderate Income (LMI). LMI is based upon a percentage of the income in the county in which the created job is located.

The jobs must be created and filled for a specific period of time. Each applicant must self report their family income prior to applying for the position. The employer is required to maintain documentation of payroll and job recruitments and job offers.

### **Source of Funds:**

The U.S. Department of Housing and Urban Development (HUD) originally funded the program. As a Revolving Loan Fund (RLF), loan repayments and interest received into the fund are to be used to assist other businesses with loans.

The applicant is required to match the loan funds 1:1.

### **Governing Authority:**

The program is governed by HUD and administered by the Wisconsin Department of Administration (DOA).

### **Permitted Use of Funds:**

Funds are permitted to be used by applicant as follows:

- Purchase of Land/building
- Construction of building
- Purchase of equipment
- Working Capital

### **Program Restrictions:**

Up to \$20,000 in loan proceeds are made available to an applicant based upon one (1) job being created.

Funds may be used for the purchase of equipment, acquisition of land or buildings, or working capital.

Personal Guarantees are required under the program.

CDA will file Mortgage on Real Property, Business Note, General Business Security Agreement (GBSA) regarding loan and require adequate collateral to secure the loan.

The interest rate is fixed for the life of the loan. In addition, the applicant may elect to defer any payments for the initial 12 months of the loan and pay interest only at the end of the 12 month period.

Third party costs (Attorney fees, filing fees) are paid by CDA and added to principal of loan.

**Reporting Requirements:**

Semi annual reports are due to DOA.

**Re-Use of Funds:**

Re-paid funds are returned to fund balance for additional funds within the program.

**Matching Funds:**

CDA match to program is 1:1 with WEDC funding.

**Job Requirements:**

Program does require specific number of jobs to be created and maintained.

Business is required to maintain a presence in Whitewater.

51% of jobs must be made available to Low to Moderate income individuals.