



Whitewater CDA –Agenda
Monday, August 1, 2011
4:30 PM – CDA Board of Directors
1st Floor Community Room
312 W Whitewater Street
Whitewater, WI 53190

1. **Call to order and roll call**
2. **Approval of the Agenda**
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.*
4. **Approval of the June 21, 2011 Minutes**
5. **Walworth County Economic Development Alliance (WCEDA) Annual Report**
6. **Discussion and Possible Action on Memorandum of Understanding with WCEDA**
7. **June 2011 Financials**
8. **Discussion and Possible Action on Administration of WHEDA Loan Guarantee Program**
9. **Discussion and Possible Action on 125 Wakely Street, Whitewater, WI**
10. **CDA Coordinator Updates**
 - a. **Retention Visits**
 - b. **Site Inquiries**
 - c. **Housing Study Update**
 - d. **Loan Update – Zingg Motors 1421 W Main Street, Whitewater, WI**
11. **Discussion and Possible Action Regarding General Economic Development Program(s) for the City of Whitewater**
12. **Review CDA Executive Director Position Requirements and Whitewater Innovation Manager Position Requirements/Current Search & Screen Process**
13. **Adjourn**

It is possible that a quorum of Common Council and Technology Park Board members may attend this meeting. Even if a quorum is present, no Common Council and/or Technology Park Board business will be conducted at this meeting. Anyone requiring special arrangements is asked to call the office of the City Manager/ City Clerk at least 24 hours prior to the meeting.

MEMORANDUM

DATE: 07/29/2011
TO: Whitewater CDA Board of Directors
FROM: Mary S. Nimm, Coordinator
RE: Notes on the August 1, 2011 Board of Directors Meeting

CDA Coordinator Updates

Retention Visits – 9 Visits completed to date including those listed below.

Simonswerk – this one doesn't actually count as a retention visit, but it was requested that Kevin and I meet with the executives at Simonswerk just after they moved-in. In addition to welcoming them, we spoke with them about bringing their headquarters to Whitewater and we toured the facility.

Schenk Accurate – didn't have any concerns to report. They did however, offer to participate in a "team" meeting of Whitewater Representatives if and when we are ready to meet with the German Chamber of Commerce with the goal of trying to foster additional relationships with German Companies and Whitewater.

Universal Electronics – Kevin and Cameron attended an event at Universal Electronics and met with the executives.

Site Inquiries

I received a phone call requesting information about available Lease Space at the Innovation Center.

I have been working with a client on a potential restaurant expansion/relocation to include a possible ED loan. And, I have been working with a second client on a possible restaurant expansion.

Housing Study Update

A copy of the survey is in the packet for review. I will be meeting with Russ next week to discuss distribution methods.

Loan Update – Zingg Motors 1421 W Main Street, Whitewater, WI

Zingg motors has decided to pay the loan in full. I have given the loan payment records to Attorney Simon for his review and have asked him to handle the closing.



Whitewater CDA –MINUTES
Tuesday, June 21, 2011
4:00 PM – CDA Board of Directors
1st Floor Community Room
312 W Whitewater Street
Whitewater, WI 53190

1. Call to order and Roll Call

Jeff Knight called the meeting to order at 4:17PM

Present: Jim Allen, Donna Henry, Laurence Kachel (arrived at 4:35PM), Jeff Knight, Patrick Singer

Absent: Tom Miller, Jim Stewart

Others Present: Mary Nimm, Kevin Brunner, Doug Saubert

2. Election of Officers

Patrick Singer motioned to appoint Jeff Knight to the Whitewater University Technology Park Board. Allen seconded.

Ayes: Allen, Henry, Knight, Singer

Nays: None

Absent: Miller, Stewart, Kachel

3. Approval of the Agenda

Patrick Singer motioned to approve the agenda. Jim Allen Seconded.

Ayes: Allen, Henry, Knight, Singer

Nays: None

Absent: Miller, Stewart, Kachel

4. 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 CITIZEN COMMENTS

5. Approval of the May 18, 2011 Minutes

Patrick Singer motioned to approve the May 18, 2011 Minutes. Donna Henry seconded.

Ayes: Allen, Henry, Knight, Singer

Nays: None

Absent: Miller, Stewart, Kachel

6. April 2011 and May 2011 Financials

Saubert was available for questions and noted that there was nothing out of the ordinary in the financials.

7. CDA Coordinator Updates

Retention Visits

Nimm provided a mid-year summary of Retention Visits for 2011 as follows:

Company #1G - completed a corporate restructuring of staff and department structure, they are however maintaining current levels of staffing at approximately 115, with the possibility of adding additional staffing over the next few years. Challenge: finding employees.

Company #2H - influx of new customers and applications and working to take over market share and expects significant future growth. Current facility is filled to capacity with both operations equipment and staffing at approximately 300 employees. Challenge: finding employees.

Company #3i- sales are increasing and looking to revamp the current facility. Company would like to increase employees from 350 to 400. Challenge: finding employees.

Company #4T - company has a niche market, with the product for one larger customer near the end of its sales opportunities. Staffing is at 150 employees. Challenge: finding appropriate employees. Of note: Company would like to see 4-lane Highway 12 to Madison, WI.

Company #4P - has orders for product at capacity. They are working to increase staffing levels. Challenge: finding employees.

Company #6G - company has launched new product line and manufacturing of existing product lines holding steady. Current staffing is level. Challenge: finding employees.

Company # 7P - "We certainly appreciate the invitation but things are really busy for us right now and would prefer that we get skipped for this yearly visit but do keep us in mind for next years."

In general, each was talked to about opportunities to utilize the meeting spaces in the Technology Park and Innovation Center, and was also asked about implications with the new Truck Traffic Ordinance with none expressing any concerns. Each was asked about the current level of City services, and none expressed any concern nor did they ask for help with anything. The common theme is the challenge to find employees. There is a need for mid-level engineers, inside sales personnel, line persons who can pass drug tests, and CNC Operators.

Site Inquiries

Nimm reported:

Talked with a client looking for secure site for storage of trucks, with a need for water and electricity inside the facility so that he can bring business into Whitewater.

Talked with a client about new opportunities for and assisting with the recruitment for "fast food retail" on an existing site in Whitewater.

Talked with a client about assisting with marketing of a vacant parcel in/near the Downtown District.

Talked with two clients about assisting with the marketing and recruitment of specific retailers for sites in the west retail corridor.

Talked with a client about using the ED Loan Program to assist with purchasing of a business.

Talked with a client about Façade loan applications and process

Housing Study Update

Nimm reported: A copy of the draft survey and cover letter has been distributed to the Housing Subcommittee for response. Starting the week of June 20th, Mary Nimm and Russ Kashian will start distributing the survey to the larger employers.

8. Discuss Zoom Prospector Enterprise Web Application Proposal

Nimm provided a proposal from Zoom Prospector to develop an Enterprise Web Application for the City of Whitewater at a cost not to exceed \$4,800. The decision was made to link to the Locate in Wisconsin Website, a comprehensive website with information statewide on available sites & buildings. <http://www.locateinwi.com>

9. Review Bids for Lab Build Out at Innovation Center

Brunner – at construction; it was the plan not to finish 2,500ft sq of the building due to the fact that the board didn't know lab requirements. UWW leasing two spaces for 10 years, two additional for lease with one potential tenant. Solicited bids for the GC portion due to EDA requirements. Received three, low by McGill at \$99,500. Recommendation to CC is to award the contract. Remainder of work done under c/o's under original contract. On target with projected costs.

10. Tech Park Memorandum of Understanding (MOU) Update

Brunner – TPB approved a 1 year MOU between the TPB and UWW. UWW providing services to the IC and the MOU identifies: IC Manger, IT Services, Variety of incubation services – BP consultation, financing, etc. UWW will be using two small suites for the I-Hub and the Launch Pad. UWW will also be leasing two lab spaces. Total of 4 spaces occupied by UWW in exchange for the services provided. With this MOU in place, there will be an opportunity to expand on the MOU between the City, TPB and the CDA.

11. Authorization to amend Agenda, per Whitewater Transparency Enhancement Ordinance No 1804A, to Discuss Legal Representation for Sale of the Former Alpha Cast Property

Singer authorized in the motion to approve the amended agenda.

12. Discussion and Possible Action on Legal Representation on the Former Alpha Cast Property

Patrick Singer motioned to use city Attorney Wally McDonell as needed for the sale of the former Alpha Cast property. Jim Allen seconded.

Ayes: Allen, Henry, Kachel, Knight, Singer

Nays: None

Absent: Miller, Stewart

13. Authorization to amend Agenda, per Whitewater Transparency Enhancement Ordinance No 1804A, to Discuss Extension of Economic Development Loan with Zingg Motors

Singer authorized in the motion to approve the amended agenda.

14. Adjourn to closed session at approximately 6:00PM to reconvene at approximately 6:15PM per Wisconsin State Statutes 19.85(1)(c) “considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility” and Per Wisconsin Statute 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.

Jeff Knight motioned to adjourn to closed session at 5:00PM. Jim Allen seconded.

Ayes: Allen, Henry, Kachel, Knight, Singer

Nays: None

Absent: Miller, Stewart

a. Discussion of CDA Coordinator Position

b. Request for Extension of Economic Development Loan with Zingg Motors

15. Reconvene

Patrick Singer motioned to reconvene at 5:35PM. Kachel seconded.

Ayes: Allen, Henry, Kachel, Knight, Singer

Nays: None

Absent: Miller, Stewart

16. Discussion and Possible Action on Extension of Economic Development Loan with Zingg Motors extend 30 days, with monthly payment and interest due in July with request for review of Zingg’s financials at the July meeting.

CDA Agreed to extend the payment period for an additional 30 days/1 month in an effort to review business financials prior to making a final decision on the extension of 12 months. Financials will be placed in the loan file and will be available as needed for review by the Wisconsin Department of Commerce. Financials will be brought to the CDA at its next monthly meeting.

17. Adjourn

Jim Allen motioned to adjourn at 5:37PM. Singer seconded.

Respectfully Submitted,

**Mary Nimm
CDA Coordinator**

MEMORANDUM OF UNDERSTANDING

PARTIES: City of Whitewater, Wisconsin
Whitewater Community Development Authority

Walworth County Economic Development Alliance, Inc. (WCEDA)
Michael Van Den Bosch- Interim Executive Vice President

BACKGROUND

The City of Whitewater has been a municipal investor in the WCEDA since its inception. During that time WCEDA has provided varying levels of economic development technical assistance to the City. For the 2010 fiscal year, the following levels of service are proposed.

SCOPE OF PROPOSAL:

Technical Consultation & Assistance

Description
1. Quarterly in person reports to the CDA by the WCEDA Executive Director of highlighting WCEDA preceding quarter accomplishments as well as specific work done by WCEDA for the City and/or CDA as well as Whitewater-based businesses
2. Annual in-person as well as written report to the Whitewater Community Development Authority and Whitewater Common Council by the WCEDA Executive Director on WCEDA accomplishments and specific work done for Whitewater and Whitewater businesses
3. Periodic attendance of WCEDA staff upon request at Whitewater University Technology Board of Directors meetings
4. Collaboration with Whitewater CDA staff on business recruitment strategies and business development projects upon request from the City and CDA
5. Specific work to be provided by WCEDA during the 2010 calendar year should include the following: <ul style="list-style-type: none">• Completion of Economic Impact Analysis of firms locating in the Whitewater Technology Park.• Technical assistance on development of Whitewater Technology Park Business and Marketing Plans• Technical assistance on Federal and State grant applications• Technical assistance to Downtown Whitewater Inc. on business attraction and retention strategies and recruitment initiatives• Subscription to Site Selection Network, a business attraction service, to identify firms whose profiles fit criteria provided by the City of Whitewater, the Technology Park and/or the Community Development Authority. Such subscriptions shall not exceed a total aggregate cost of \$1,000 on an annual basis. Leads developed from the service shall be used to assist Whitewater and the County as a whole.
6. Maintenance of WCEDA links to Whitewater CDA webpage for county and regional economic development information and maintenance of current Whitewater business park and Whitewater economic development information on WCEDA website.

Business Retention, Expansion and Attraction

1) Participation by WCEDA staff in 8-10 Whitewater business retention visits with CDA and UW-Whitewater SBDC staff.
2) WCEDA will conduct at least two general business development meetings in the City to stimulate local economic development and commerce (possible topics to be determined mutually by WCEDA and the Whitewater CDA). The meetings can be joint ventured with Whitewater's Main Street program or other community group or organization.

Additional Projects

Other economic development-related projects that may be assigned upon mutual agreement of the two parties.

Highlight the Whitewater Innovation Center and Whitewater University Technology Park on the WCEDA Annual Report and on other applicable WCEDA publications.

Such projects may be subject to additional costs to the City of Whitewater.

Proposal Costs

- Costs for technical assistance, business retention, expansion and attraction programming are paid at a rate of \$1.00 per capita based on population of the City of Whitewater located within Walworth County.
- Costs for out of pocket expenses, such as postage and materials will be reimbursed on a cost basis only.

Estimated Annualized Costs:

- Out of Pocket Costs- Included in Above Fees
- Marketing Materials- By bid with expenditures approved by City Council action prior to being incurred
- Representation- Billed at cost with expenditures approved by City Council action prior to being incurred

Accepted by:



Kevin M. Brunner
City Manager



Michael Van Den Bosch
Interim Executive Vice President

Date: 5/28/10

**CITY OF WHITEWATER
BALANCE SHEET
JUNE 30, 2011**

CDA PROGRAMS FUND

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>ASSETS</u>				
910-11101	57,504.49	780.94	8,201.66	65,706.15
910-11102	361,285.07	4,660.90	(44,649.13)	316,635.94
910-11103	376,215.11	(3,899.82)	(121,449.18)	254,765.93
910-11104	14,767.79	2.67	16.11	14,783.90
910-11105	114,100.94	112.81	697.85	114,798.79
910-11106	2,689.53	.49	2.93	2,692.46
910-11107	1,508.39	.00	(1,508.39)	.00
910-11303	416,910.05	.00	202,100.00	619,010.05
910-11305	25,000.00	.00	.00	25,000.00
910-11310	375,000.00	.00	200,000.00	575,000.00
910-11315	75,849.27	.00	(75,849.27)	.00
910-14303	122,473.47	.00	(122,473.47)	.00
910-14308	56,116.11	.00	(2,278.33)	53,837.78
910-14310	88,614.04	296.75	707.52	89,321.56
910-14320	14,542.54	(43.14)	(256.68)	14,285.86
910-14337	15,000.00	(230.04)	(1,368.85)	13,631.15
910-14338	3,239.80	.00	(3,239.80)	.00
910-14339	42,028.30	(1,465.00)	(8,722.66)	33,305.64
910-14340	12,762.69	(428.72)	(2,552.69)	10,210.00
910-14341	6,935.36	.00	.00	6,935.36
910-14342	17,109.37	(359.05)	(2,134.64)	14,974.73
910-14343	8,347.60	.00	83.76	8,431.36
910-14344	40,177.21	(141.09)	(839.57)	39,337.64
910-14345	170,689.39	(998.66)	(5,954.72)	164,734.67
910-14350	8,220.00	.00	.00	8,220.00
910-14351	10,203.84	.00	.00	10,203.84
910-14353	18,420.02	.00	.00	18,420.02
910-14354	9,000.00	.00	.00	9,000.00
910-14356	8,062.00	.00	.00	8,062.00
910-14359	10,818.00	.00	.00	10,818.00
910-14361	11,000.90	.00	.00	11,000.90
910-14363	11,000.00	.00	.00	11,000.00
910-14364	2,412.00	.00	.00	2,412.00
910-14366	12,504.15	.00	.00	12,504.15
910-14368	15,517.48	.00	.00	15,517.48
910-14371	4,300.00	(100.00)	(600.00)	3,700.00
910-14375	18,422.00	.00	.00	18,422.00
910-14378	34,448.00	.00	.00	34,448.00
910-14554	750,000.00	.00	.00	750,000.00
910-15208	15,711.04	.00	.00	15,711.04
910-15500	5,416,458.00	.00	.00	5,416,458.00
910-15521	275,171.53	.00	.00	275,171.53
TOTAL ASSETS	9,050,535.48	(1,810.96)	17,932.45	9,068,467.93

LIABILITIES AND EQUITY

**CITY OF WHITEWATER
BALANCE SHEET
JUNE 30, 2011**

CDA PROGRAMS FUND

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>LIABILITIES</u>				
910-21200 DEPOSITS	900.00	.00	.00	900.00
910-25920 DUE TO FD 920-INNOVATION CTR	.00	.00	1,491.07	1,491.07
TOTAL LIABILITIES	900.00	.00	1,491.07	2,391.07
<u>FUND EQUITY</u>				
910-30110 CONTRIBUTED CAPITAL	456,815.37	.00	.00	456,815.37
910-34300 PROPRIETARY CAPITAL	7,955,855.18	.00	.00	7,955,855.18
910-35000 HOUSING LOANS RESERVE	174,316.71	.00	.00	174,316.71
910-35100 ECONOMIC DEV LOANS RESERVE	433,615.17	.00	.00	433,615.17
910-35160 FACADE LOANS RESERVE	29,033.05	.00	.00	29,033.05
UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	.00	(1,810.96)	16,441.38	16,441.38
BALANCE - CURRENT DATE	.00	(1,810.96)	16,441.38	16,441.38
TOTAL FUND EQUITY	9,049,635.48	(1,810.96)	16,441.38	9,066,076.86
TOTAL LIABILITIES AND EQUITY	9,050,535.48	(1,810.96)	17,932.45	9,068,467.93

CITY OF WHITEWATER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2011

CDA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>MISCELLANEOUS REVENUE</u>					
900-48100-56 INTEREST INCOME	2.64	20.20	.00	(20.20)	.0
900-48630-56 GRANT ADMINISTRATION-REVENUE	.00	.00	6,000.00	6,000.00	.0
TOTAL MISCELLANEOUS REVENUE	2.64	20.20	6,000.00	5,979.80	.3
<u>OTHER FINANCING SOURCES</u>					
900-49262-56 TRANSFER-TID #4-ADMINISTRATION	.00	.00	45,000.00	45,000.00	.0
900-49263-56 TRANSFER-TID #6-ADMINISTRATION	.00	.00	5,000.00	5,000.00	.0
900-49290-56 CITY TRANSFER INCOME	.00	.00	61,803.00	61,803.00	.0
900-49300-56 FUND BALANCE APPLIED	.00	.00	5,802.00	5,802.00	.0
TOTAL OTHER FINANCING SOURCES	.00	.00	117,605.00	117,605.00	.0
TOTAL FUND REVENUE	2.64	20.20	123,605.00	123,584.80	.0

CITY OF WHITEWATER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2011

CDA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>CDA</u>					
900-56500-111 SALARIES	6,862.57	38,344.14	72,977.00	34,632.86	52.5
900-56500-151 FRINGE BENEFITS	1,275.23	7,711.74	22,328.00	14,616.26	34.5
900-56500-154 PROFESSIONAL DEVELOPMENT	.00	170.00	1,075.00	905.00	15.8
900-56500-212 LEGAL SERVICES	.00	.00	1,500.00	1,500.00	.0
900-56500-219 AUDIT FEES	.00	.00	700.00	700.00	.0
900-56500-223 MARKETING	250.00	538.26	12,800.00	12,261.74	4.2
900-56500-224 COUNTY/REGIONAL ECON DEV	.00	.00	5,755.00	5,755.00	.0
900-56500-225 MOBILE COMMUNICATIONS	268.14	618.06	850.00	231.94	72.7
900-56500-310 OFFICE SUPPLIES	110.19	707.14	900.00	192.86	78.6
900-56500-311 POSTAGE	48.79	249.00	500.00	251.00	49.8
900-56500-320 DUES	.00	.00	720.00	720.00	.0
900-56500-321 SUBSCRIPTIONS & BOOKS	49.00	49.00	300.00	251.00	16.3
900-56500-330 TRAVEL EXPENSE	.00	349.77	2,200.00	1,850.23	15.9
900-56500-341 MISC EXPENSE	.00	775.83	1,000.00	224.17	77.6
TOTAL CDA	8,863.92	49,512.94	123,605.00	74,092.06	40.1
TOTAL FUND EXPENDITURES	8,863.92	49,512.94	123,605.00	74,092.06	40.1
NET REVENUE OVER EXPENDITURES	(8,861.28)	(49,492.74)	.00	49,492.74	.0

**CITY OF WHITEWATER
BALANCE SHEET
JUNE 30, 2011**

CDA FUND

	BEGINNING BALANCE		ACTUAL THIS MONTH		ACTUAL THIS YEAR		ENDING BALANCE
<u>ASSETS</u>							
900-11100 CASH	23,335.29	(	8,842.73)	(	53,530.29)	(	30,195.00)
900-11200 GENERAL CHECKING ACCOUNT	14,569.77		2.64		15.90		14,585.67
900-15100 DUE FROM GENERAL FUND	129.25		.00		.00		129.25
900-18400 OFFICE EQUIPMENT	14,101.41		.00		.00		14,101.41
TOTAL ASSETS	52,135.72	(	8,840.09)	(	53,514.39)	(	1,378.67)
<u>LIABILITIES AND EQUITY</u>							
<u>LIABILITIES</u>							
900-21100 VOUCHERS PAYABLE	1,171.59		.00	(	1,171.59)		.00
900-21106 WAGES CLEARING	3,118.87		.00	(	3,118.87)		.00
900-22000 ACCUM DEPR - EQUIPMENT	12,704.22		.00		.00		12,704.22
900-25100 DUE TO GENERAL FUND	65.95		21.19		193.81		259.76
900-25101 DUE TO 910	15,711.04		.00		.00		15,711.04
900-25920 DUE TO INNOVATION CTR-FD 920	.00		.00		75.00		75.00
TOTAL LIABILITIES	32,771.67		21.19	(	4,021.65)		28,750.02
<u>FUND EQUITY</u>							
900-34300 PROPRIETARY CAPITAL	19,364.05		.00		.00		19,364.05
UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	.00	(	8,861.28)	(	49,492.74)	(	49,492.74)
BALANCE - CURRENT DATE	.00	(	8,861.28)	(	49,492.74)	(	49,492.74)
TOTAL FUND EQUITY	19,364.05	(	8,861.28)	(	49,492.74)	(	30,128.69)
TOTAL LIABILITIES AND EQUITY	52,135.72	(	8,840.09)	(	53,514.39)	(	1,378.67)

CITY OF WHITEWATER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2011

CDA PROGRAMS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET	
<u>MISCELLANEOUS REVENUE</u>						
910-48101-00	INTEREST INCOME-BUSINESS DEV	851.58	2,283.31	15,500.00	13,216.69	14.7
910-48102-00	INTEREST INCOME-ECONOMIC DEV	926.54	4,876.46	4,800.00	(76.46)	101.6
910-48103-00	INTEREST INCOME-FACADE	7.29	190.35	600.00	409.65	31.7
910-48104-00	INTEREST INCOME-HOUSING	12.81	97.85	400.00	302.15	24.5
910-48105-00	INTEREST INCOME-ED DEV	2.67	16.11	30.00	13.89	53.7
910-48106-00	INTEREST INCOME-MORAINES VIEW	.49	2.93	6.00	3.07	48.8
910-48107-00	INTEREST INC-WETLAND ESCROW	.00	1,655.10	700.00	(955.10)	236.4
910-48602-00	MISC INCOME	.00	915.20	.00	(915.20)	.0
910-48604-00	RENTAL INCOME-HOWARD ROAD	700.00	4,200.00	8,400.00	4,200.00	50.0
910-48605-00	RENTAL INCOME-CROP LEASES	.00	5,880.00	5,880.00	.00	100.0
910-48608-00	LOAN INTEREST-LAVELLE	.00	408.24	408.00	(.24)	100.1
910-48613-00	LOAN INTEREST-ZINGG MOTORS	.00	916.32	2,220.00	1,303.68	41.3
910-48645-00	LOAN INTEREST-LEARNING DEPOT	296.75	1,783.52	3,494.00	1,710.48	51.1
910-48647-00	LOAN INT-TOPPERS--\$115,659	115.92	762.86	1,596.00	833.14	47.8
910-48648-00	LOAN INT-TOPPERS--\$33,960	35.47	232.45	554.00	321.55	42.0
910-48649-00	FACADE LOAN-INT-TOPPERS-15K	.00	.00	277.00	277.00	.0
910-48650-00	FACADE-INT.--RR WALTON-15K	.00	129.61	130.00	.39	99.7
910-48651-00	FACADE-INT-WALTON DIST-30K	51.01	325.72	655.00	329.28	49.7
910-48653-00	LOAN INT-RR WALTON-15K-HOTEL	46.20	288.64	588.00	299.36	49.1
910-48655-00	ED LOAN-INT-DAN'S MEAT-15K	.00	83.76	340.00	256.24	24.6
910-48657-00	FACADE-INT-WARHAWK-45K	131.60	796.57	1,609.00	812.43	49.5
910-48658-00	LOAN INT.-960 E. MILWAUKEE LLC	414.35	2,523.34	4,951.00	2,427.66	51.0
910-48660-00	FACADE-1117 W. MAIN(SWD/TDW)	47.76	288.72	572.00	283.28	50.5
910-48662-00	LOAN-IDL-INTEREST-DR PLASTICS	.00	1,515.84	5,078.00	3,562.16	29.9
910-48680-00	ADMINISTRATION FEE--LOANS	.00	1,700.00	1,500.00	(200.00)	113.3
	TOTAL MISCELLANEOUS REVENUE	3,640.44	31,872.90	60,288.00	28,415.10	52.9
<u>OTHER FINANCING SOURCES</u>						
910-49300-56	FUND BALANCE APPLIED	.00	.00	(52,888.00)	(52,888.00)	.0
	TOTAL OTHER FINANCING SOURCES	.00	.00	(52,888.00)	(52,888.00)	.0
	TOTAL FUND REVENUE	3,640.44	31,872.90	7,400.00	(24,472.90)	430.7

CITY OF WHITEWATER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2011

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	5,451.40	13,091.07	4,400.00	(8,691.07)	297.5
910-56500-295 ADMINISTRATIVE EXPENSE	.00	500.00	500.00	.00	100.0
910-56500-408 RENTAL EXPENSES	.00	1,840.45	2,500.00	659.55	73.6
TOTAL CDA PROGRAMS	<u>5,451.40</u>	<u>15,431.52</u>	<u>7,400.00</u>	<u>(8,031.52)</u>	<u>208.5</u>
TOTAL FUND EXPENDITURES	<u>5,451.40</u>	<u>15,431.52</u>	<u>7,400.00</u>	<u>(8,031.52)</u>	<u>208.5</u>
NET REVENUE OVER EXPENDITURES	<u>(1,810.96)</u>	<u>16,441.38</u>	<u>.00</u>	<u>(16,441.38)</u>	<u>.0</u>

MEMORANDUM

TO: Community Development Authority

FROM: Kevin Brunner, City Manager

DATE: July 26, 2011

RE: Consideration of Becoming a WHEDA (Wisconsin Housing and Economic Development Authority) Authorized Lender

I recently had a meeting with Kim Plache, Community Development Officer, with the Wisconsin Housing and Economic Development Authority (WHEDA). As you know, Governor Walker has set a goal of helping private businesses create 250,000 jobs over the next four years. WHEDA will be taking a much more active role by using its reserves to help small business owners expand their companies. Using WHEDA programs as well as new programs under consideration will provide loan guarantees, direct loans or other financial resources to small business operators.

One of the suggestions that Plache suggested for the Whitewater Community Development Authority is to become an authorized WHEDA lender. The CDA's existing loan programs could be augmented by providing WHEDA loan guarantees to loans made either through the CDA or possibly through commercial lenders. Plache indicated that a number of CDA's and EDC's within her territory of the State (the Milwaukee Seven counties as well as Rock County) are considering becoming authorized WHEDA lenders.

I am attaching a copy of the WHEDA Master Guarantee Agreement that the CDA would need to adopt as well as information about the various WHEDA loan guarantee programs (I believe that the only programs that would be applicable here in Whitewater would be the Neighborhood Business Revitalization Guarantee and WHEDA Small Business Guarantee).

In addition to completion of the WHEDA Master Guarantee Agreement, the following information is required to be submitted to WHEDA:

- A brief description of the mission and goals of the organization.
- Size and number of loans made through loan funds and the related default percentage.
- Brief information on the key people that originate and service the loans; including their lending background and experience.
- Describe any servicing procedures in place for loans made.
- A list of directors and what job positions they have outside the economic development corporation.

I would certainly recommend that the CDA pursue becoming a WHEDA Authorized Lender subject to development of a policy that would provide guidance on when the WHEDA loan guarantee program(s) would be utilized. This would be another program in our community economic development toolkit.

This item has been scheduled for discussion at next week's meeting. If any of you have any questions in the interim, please feel free to contact me.

cc- Mary Nimm

ARTICLE I - PARTICIPATION IN THE FUNDS

1.1 Application for Guarantee. This Agreement applies to loans made by Lender and approved for guarantee by the Authority after the date of this Agreement (the "Loans"). Approval is subject to applicable law and regulations. Any loan approved by Lender contingent upon the Authority's guarantee must be submitted to the Authority for authorization in accordance with an application furnished or approved by the Authority.

1.2 Approval of Loan Guarantee. The Authority shall in its sole discretion determine whether a loan qualifies for participation in the Funds. The Authority shall either approve the guarantee by written Loan Authorization (the "Authorization") or decline the guarantee by written notice to the Lender.

1.3 Commitment by the Authority. Consistent with applicable law, the Lender's Manual, and the Loan Documents, the Authority agrees to pay Lender the guaranteed amount set forth in the applicable Authorization for each Loan for which the Authority receives a timely and properly made written claim. As a condition of the payment of the guarantee, the Authority retains the right in its sole discretion to determine that the Loan is qualified for the Funds and that payment of the guarantee is consistent with all provisions of the law, the Lender's Manual, and the Loan Documents.

1.4 Limitation of the Authority's Commitment. Lender acknowledges that other lenders and the Authority have or will enter into agreements similar to this Agreement. The Authority can only guarantee from the Funds an aggregate principal amount of Loans originated by Lender which, when added to the aggregate principal amount of the Guaranteed Loans originated by other lenders, does not exceed the maximum amount authorized by law. The Authority shall pay to Lender on its guarantee claims only an amount which, when added to the aggregate principal amount of such guarantee claims made by other lenders under the Funds, equals the amount the Authority is authorized by law to pay for such claims. Should the aggregate of the guarantee claims from all lenders exceed the amount available to pay such claims, the Authority shall pay lenders the amount available in the order in which claims are received, and request the Legislature to appropriate additional funds as needed. In no event shall the Authority's obligation to all lenders with guarantee claims on the Funds exceed the monies appropriated by the Legislature and approved by the Governor (or approved over the Governor's veto) for the Funds.

ARTICLE II - LENDER REQUIREMENTS

NOW, THEREFORE, in consideration of the mutual benefits, promises and covenants set forth

2.1 Lender's Representations and Warranties. Lender makes and the Authority relies upon the following representations and warranties:

(a) Lender is duly organized, validly existing and in good standing under the laws of the jurisdiction under which it is organized and is qualified to do business in the State of Wisconsin;

(b) Lender is duly authorized by all necessary organizational action to enter into this Agreement, and upon execution, this Agreement will be a valid and binding agreement by Lender, enforceable in accordance with its terms and compliance with this Agreement will not constitute a violation of any law, order or any requirement imposed by any regulatory, judicial or quasi-judicial body;

(c) Each Loan shall conform in all respects to each and every requirement and procedure in this Agreement, the Lender's Manual, the Loan Authorization, and applicable laws and regulations;

(d) Except to the extent caused by the Authority's own negligence, the Lender shall indemnify and hold harmless the Authority and its agents, employees, officers and directors from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising in any way out of, in connection with or resulting from this Agreement, the Lender's Manual, and the Loan Documents;

(e) Each of the foregoing representations and warranties of Lender are continuing and shall be deemed to have been made and shall be true and correct as of the date of this Agreement, the date of each Guaranteed Loan Fund application, the date of each claim made by Lender, and each date the Authority makes any Guaranteed Loan Fund guarantee payments pursuant to the terms of this Agreement.

2.2 Lender's Bond. Lender shall maintain throughout the term of this Agreement, at Lender's expense, such bonds and insurance as Lender is required by law to maintain. Such bonds and insurance policies shall be in amounts reasonably calculated to protect the Authority from loss under this Agreement.

2.3 Origination and Disbursement of Loans. Lender shall originate, close and disburse each Loan consistent with the terms and conditions of the Loan Authorization, this Agreement, the Lender's Manual and applicable laws and regulations. Upon execution of the Loan Documents, Lender shall furnish the Authority with a closing fee. The Authority is entitled at any time, after reasonable notice, to examine and make copies of all Loan Documents, loan repayment records and any other documents or records held or maintained by Lender which relate to the Loans.

2.4 Administration and Servicing of Loans. Lender shall maintain the Loan Documents and shall receive all payments due under the Loan Documents. Lender shall not without the Authority's prior written consent (a) make or consent to any material alteration in the terms of any Loan Document (including, but not limited to, increases in the principal amount or interest rate); (b) make or consent to releases of collateral; or (c) waive any claim against the Borrower, any guarantor, or any obligor arising out of any Loan Document. The Lender shall service all Loans in a manner consistent with this Agreement, the Lender's Manual, the Loan Documents, and applicable laws and regulations, and consistent with accepted standards of loan servicing employed by prudent lenders generally for loans not subject to the Authority's guarantee.

2.5 Loan Default. In the event of a default under the Loan Documents, Lender shall take all action necessary to ensure maximum collection of and payment on the Borrower's obligations under the Loan Documents, and maximum realization on the value of all collateral for the Loan.

2.6 Allocation of Repayment Proceeds and Collateral. Lender shall not acquire any preferential collateral, surety or insurance to protect its unguaranteed interest in a Loan. All claims, repayments, collateral or non-Fund guarantee of any nature, including without limitation, rights of setoff and counterclaim, which Lender may at any time recover from any source whatsoever or have the right to recover on any Loan, shall repay and secure the interests of the Lender and the Authority in the same proportion as such interest bears to the unpaid principal balance of the Loan.

2.7 Lender's Commitment. Lender shall originate, service and collect payment for the Loans in a manner consistent with this Agreement, the Lender's Manual and applicable law and regulations. Lender is not entitled to and shall not accept from the Authority any payment for guarantee claims prior to (a) fully and accurately disclosing to the Authority all amounts collected or to be collected in repayment of the Loan, and (b) making every reasonable effort to collect payment for the Loan from the Borrower and other sources, including, but not limited to, realizing on all collateral for the Loan, enforcing and collecting on any Loan Guarantee, enforcing any deficiency judgment against the Borrower and all Borrower's assets, and applying the same toward the Loan.

ARTICLE III - TERMINATION

3.1 Termination of Agreement. This Agreement terminates as follows:

(a) If, in the sole judgment of the Authority, Lender has:

(i) failed to originate Loans consistent with the terms of this Agreement, the Lender's Manual, the Loan Documents or applicable law and regulations;

(ii) failed to exercise proper quality control, documentation and/or judgment in originating, processing or closing Loans;

(iii) failed to service or collect Loans pursuant to the terms of this Agreement, the Loan Documents, the Lender's Manual, or applicable law and regulations;

(iv) failed to perform any duty or obligation of Lender pursuant to the terms of this Agreement, the Loan Documents, the Lender's Manual, or applicable law and regulations;

(v) failed to disclose a material fact or makes a material representation to the Authority regarding any information or material relating to the Loan, the Borrower, the guarantor(s), the collateral or the Lender;

(vi) breached any provision of this Agreement, the Loan Documents, the Lender's Manual or applicable law and regulations;

then the Authority may terminate this Agreement in total and/or with regards to any one or more Loans immediately upon giving written notice to Lender. Upon termination of this Agreement in total and/or with regard to any one or more Loans, Lender shall be prohibited from further participation in the Funds.

(b) This Agreement shall terminate immediately without notice upon the insolvency, bankruptcy or receivership of Lender.

(c) This Agreement shall terminate upon thirty days written notice by the Authority to Lender.

3.2 Remedies. The Authority is entitled to all remedies available under this Agreement, the Lender's Manual, the Loan Documents and at law or in equity, including but not limited to the right to seek equitable relief by way of injunction to prevent the breach or threatened breach of any provisions of this Agreement or require specific performance thereof, and the right to seek damages, including consequential damages and attorneys fees. Termination of this Agreement shall not terminate or diminish the Authority's rights hereunder. All remedies set forth in this Agreement are cumulative, and the Authority's exercise of any one or more of them shall not in any way alter or diminish the Authority right to any other remedy. The Authority's failure to enforce any right or remedy available to it shall not constitute a waiver of such right or remedy.

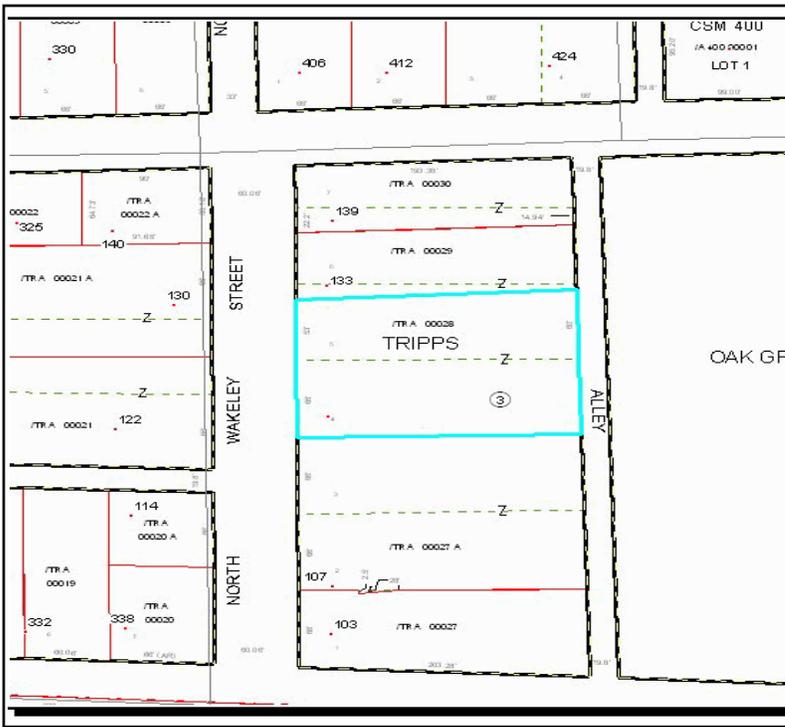
ARTICLE IV - MISCELLANEOUS PROVISIONS

4.1 Definitions. Loan Documents - a collective term meaning the Note, Borrowing Resolutions, Loan Agreement, Revolving Credit Agreement, guarantee(s), the Loan Authorization, the Collateral Documents, the Certificates, the Application, the Master Guarantee Agreement and all documents executed or required for or in connection with the Guaranteed Loan. References to the law, statutes, regulations, rules, the Lender's Manual, Loan Documents and this Agreement include all amendments, supplements, successors to and replacements for those items.

4.2 Incorporation of Lender's Manual. The Lender's Manual, as it may be amended, supplemented or replaced from time to time, and all exhibits, certificates, affidavits, warranties and other documents required by the Lender's Manual, are specifically incorporated into this Agreement as if set forth in full.

4.3 Time is of the Essence. Time is of the essence in this Agreement.

4.4 Modification. No provision of this Agreement or of the Lender's Manual may be waived or modified except in writing signed by the parties; provided, however, that the Authority may amend, supplement or replace the Lender's Manual or this Agreement by mailing, faxing or hand-delivering written notice of such amendment, supplement or replacement to Lender. Amendments, supplements or replacements become effective 10 business days after the date of mailing, faxing or hand-delivering the notice unless otherwise stated in the notice.



Walworth County, WI Land Information Division

Property Details

Municipality: CITY OF WHITEWATER
 Parcel Number: /TRA 00028
 School District: 6461-SCH WHITEWATER
 Zoning District: CITY OF WHITEWATER

Owner Information

Owner Name: WALWORTH COUNTY
 Owner Name 2:
 Mailing Address: 100 W. WALWORTH ST
 ELKHORN WI, 531210000

2010 Valuation Information

Land: \$55,800.00
 Improvements: \$90,700.00
 Total: \$146,500.00
 Acres: 0.5500
 Fair Market Value: \$150,082.00
 Assessment Ratio: 0.97613
 Mill Rate: 0.019972

Tax Information

Gross Tax: \$3,224.53	School Credit: \$224.85
First Dollar Credit: \$73.78	Lottery Credit: \$93.03
Special Assessment: \$0.00	Special Charges: \$0.00
Delinquent Utility Charge: \$0.00	Private Forest Crop Taxes: \$0.00
Managed Forest Land Taxes: \$0.00	Woodland Tax Law Taxes: \$0.00
Total Billed: \$2,832.87	

Tax Jurisdictions

STATE OF WISCONSIN \$25.47
 GATEWAY TECHNICAL COLLEGE \$208.78
 CITY OF WHITEWATER \$766.88
 COUNTY OF WALWORTH \$618.53
 SCH WHITEWATER \$1380.02

Elected Officials / Voting Districts

Supervisory District: Russ Wardle (D3)
 State Representative: Kim Hixson (43rd District)
 State Senator: Judy Robson (15th District)
 US Representative: Tammy Baldwin (2nd District)
 US Senator: Ron Johnson (R) & Herb Kohl (D)

Special Assessments / Charges

Soil Classification

<u>Soil Type</u>	<u>Soil Name</u>	<u>Acres</u>
MxC2	, SANDY LOAM SUBSTRATUM, 6 TO 12 PERCENT SLOPI	0.2850
MxB	LOAM, SANDY LOAM SUBSTRATUM, 2 TO 6 PERCENT S	0.2718

Property Address

125 N WAKELY ST WHITEWATER

Legal Description

Disclaimer

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



Fiscal and Economic Research Center
Residential Location Survey

The following survey intends to ascertain the housing needs of employees in the city of Whitewater. Your participation will assist in developing a better understanding of the homebuyer's decision-making process that will be shared with the Whitewater Community Development Authority as well as the University of Wisconsin-Whitewater.

Please complete this survey as completely and as accurately as possible. Please check one box or circle one answer per question or characteristic. The survey should take you about 10-15 minutes to complete. Thank you for participating.

1. What is your Age? _____
2. What is your gender?
 - Male
 - Female
3. What is the highest level of education you have completed?
 - Less than high school degree
 - High school degree
 - 2-year college degree
 - Bachelor's degree
 - Graduate or professional degree
4. Where is your main residence located? (City, State) _____
5. Where did you move from? _____
6. In the tables below, please rank the issues in each category with the numbers 1 (most important) through 3 (third most important).\

Neighborhood Characteristics	
Crime rate / safety	
Natural environment / open space	
Parks facilities	
Streets / traffic	
Recreational programs	
Shopping opportunities	

City Characteristics	
Population (City Size)	
Cost of living	
Employment opportunities	
Land use planning	
Property taxes	
Proximity to work	
Commuting Cost	

Home Characteristics	
Cost of the House	
Age of the House	
Square Footage	
Number of Bedrooms	
Number of Bathrooms	
Size of Yard	
Quality of Landscaping	
Ease of Maintenance	
Energy Efficiency	
Size of Garage	

City Services	
Emergency services (police, fire, ambulance)	
Medical care (doctors, hospitals, clinics)	
Quality of schools	
Library services	
Snow removal	
Recycling and trash collection	
Water Supply	
Water quality (lakes and rivers)	
Water quality (drinking water)	

7. What was the most important factor regarding choosing a school district when you made your move?

8. What was the population of the town you moved from? _____

9. What is the population of the town you moved to? _____

10. What is your first choice regarding town population? _____

11. Why did you choose to locate in Whitewater?

12. If you did not pick Whitewater, why did you choose the town you located to?

13. How much were you influenced by friends or colleagues about the quality of living in Whitewater?

14. Did the large UW-Whitewater student base population bother you when selecting a home?

- Yes No

15. Did the proximity of college rentals cause you to look at areas to live outside of Whitewater?

- Yes No

16. For how much did you purchase your residence?

- Less than \$99,999 \$250,000 – \$349,999
 \$100,000 – \$174,999 \$350,000 or More
 \$175,000 – \$249,999

17. Which of the following ranges includes your annual household income?

- Less than \$40,000 \$60,000 - \$79,999 \$120,000 or More
 \$40,000 - \$59,999 \$80,000 - \$99,999
 \$100,000 - \$119,999

Thank you for your cooperation!

I understand that when I return the completed survey in the enclosed envelope I am providing voluntary consent to participate in this research, and I may refuse to participate or discontinue participation at anytime without penalty.

Every effort will be made to safeguard your identity and any information you provide from unauthorized access.

For any questions regarding the study, please contact:

Russell Kashian, PhD (262-472-1361)
Fiscal and Economic Research Center
University of Wisconsin-Whitewater
800 West Main Street, C4003

-or-

Whitewater, WI 53190
Denise Ehlen, IRB
Administrator
Office of Research and Sponsored Programs
University of Wisconsin-Whitewater
800 West Main Street
Whitewater, WI 53190
Telephone: 262-472-5212
Fax: 262-472-5214
E-Mail: ehlen@uww.edu