



Whitewater CDA –Board of Directors
Thursday September 24, 2015
5:00 PM
Room 105
Innovation Center
1221 Innovation Drive
Whitewater, WI 53190

1. **Call to order and roll call.**
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.*
3. **Approval of agenda**
4. **Approval of Minutes**
 1. **August 26, 2015**
5. **Acceptance of Financial Statements**
 1. **August, 2015**
 2. **Fund Balances**
 3. **Loan Portfolio**
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."**
 1. **Consideration and discussion of a Capital Catalyst Fund Grant request
Sensor-based analytical platform company**
 2. **Consideration and discussion of a Capital Catalyst Fund Royalty Investment request
Sensor-based analytical platform company**
 3. **Consideration and discussion of a proposed Offer to Purchase regarding the sale of
approximately 5.0 acres in the Business Park.**
 4. **Consideration and discussion of the payment agreement from Pinpoint Software regarding
their CDBG RLF Loan.**
 5. **Consideration and discussion of economic development incentives for use within TIF
Districts**
 6. **Consideration and discussion of establishing a sale price for property owned or managed by
the CDA.**
 7. **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.**
 8. **Reconvene into open session to take action on closed session items as needed.**
7. **Consideration and discussion of awarding a 2015-2016 lease agreement for farm crops in the Business Park
and Technology Park.**
8. **Consideration and discussion of proposed 2016 CDA budgets (Fund 900 & 910) and establishing long term
goals and strategic planning for the CDA.**

9. **Consideration and discussion of proposed changes to the Declaration of Covenants and Restrictions for the Whitewater Business Park (Walworth County only)**
10. **Consideration and discussion of programs provided by the Wisconsin Department of Administration regarding Community Development Block Grants.**
11. **Update on the city wide fiber optics project for the city including the Business Park and Technology Parks.**
12. **Update on long term marketing and community branding project.**
13. **Update on Department of Workforce Development programs regarding interns and educational opportunities..**
14. **Future agenda referrals.**
15. **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.*

Future Meetings:

Thursday October 22, 2015	5:00PM
Thursday November 19, 2015	5:00PM
Thursday December 17, 2015	5:00PM

Note: November and December meetings are the third Wednesday due to the holidays

Whitewater Community Development Authority
Meeting Minutes
August 26, 2015

1. Call to order and roll call.

The meeting was called to order by Chair Jeffery Knight at 4:35 p.m. The meeting was held at the Innovation Center, Room 105, located at 1221 Innovation Drive, Whitewater, WI 53190

Present: Knight, Katchel, Parker, Singer, Allen (4:55), Abbott (4:57), Henry (5:00)

Absent: None

Also: Patrick Cannon, Thomas Harrigan, Cameron Clapper and Kristen Fish

2. Authorization to waive 72 hour notice requirement to take up item #9 Consideration and discussion of establishing long term goals and strategic planning for the CDA, including long term staff assignments.

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

Motion to approve the agenda as presented

Singer (1); Katchel (2)

Aye: All via voice vote (4)

Nay: None

5. Approval of Minutes

a. July 22, 2015

b. August 5, 2015

Motion to approve the minutes

Katchel (1); Singer (2)

Aye: All via voice vote (4)

Nay: None

6. Acceptance of Financial Statements

a. June, 2015

b. Fund Balances

c. Loan Portfolio

Motion to accept the Financial Statements

Katchel (1); Singer (2)

Aye: All via voice vote (4)

Nay: None

7. Public Hearing

a. **HUSCO International \$600,000 CDBG-RLF ED Loan used for the purchase of machinery and equipment which resulted in 90 new jobs being created.**

Public Hearing was opened for citizen comments at 4:42 pm. No citizen comments were made. The Public Hearing was closed at 4:43pm.

8. **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." and 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.**
- a. **Consideration and discussion of a proposed Offer to Purchase regarding the sale of approximately 5.0 acres in the Business Park.**
 - b. **Consideration and discussion of the payment agreement from Pinpoint Software regarding their CDBG RLF Loan.**
 - c. **Consideration and discussion of Professional Services contract with Redevelopment Resources for administration of the CDA.**
 - d. **Consideration and discussion of developing a negotiation strategy for leasing of office space for the CDA.**
 - e. **Consideration and discussion of economic development incentives for use within TIF Districts.**
 - f. **Consideration and discussion of strategy for the purchase of public property and cost assumptions for TIF #5 and TIF #6.**
 - g. **Consideration and discussion of negotiating a 2015-2016 lease agreement for farm crops in the Business Park and Technology Park.**

Motion was made to move into closed session, allowing for CDA staff, Cameron Clapper, and Kristen Fish of Redevelopment Resources to remain for the discussions to be included in closed session.

Singer (1); Parker (2)

Aye: Knight, Katchel, Parker, Singer

Nay: None

Mr. Allen arrived at 4:53 pm

Ms. Abbott arrived at 4:54 pm

Ms. Henry arrived at 5:00 pm

A motion was made to return to open session.

Kachel (1); Parker (2)

Aye: All via voice vote (4)

Nay: None

9. **Consideration and discussion of establishing long term goals and strategic planning for the CDA, including long term staff assignments.**

Motion was made to direct Jeffrey Knight, Patrick Cannon, and Thomas Harrigan to create an action plan for future directives of the CDA. The action plan will then be presented to the CDA for amendments and approval.

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

10. Consideration and discussion of participation in the WEDC "Certified Sites" Program

CDA staff was directed to continue research and development on methods to market City owned land available for development.

No action was taken

11. Consideration and discussion of establishing a monthly meeting schedule.

Motion was made to change the monthly meeting time from 5:00p.m. on the fourth Wednesday of every month to 5:00p.m. on the fourth Thursday of every month.

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

12. Update on the city wide fiber optics project for the city including the Business Park and Technology Parks.

Efforts relating to the expansion of city wide fiber optics will be reallocated to city staff.

13. Update on long term marketing and community branding project

No action was taken

14. Update on Department of Workforce Development programs regarding interns and educational opportunities.

No action was taken

15. Future agenda referrals

Discussion of the CDA action plan that will be created by Jeffrey Knight, Pat Cannon, and Thomas Harrigan.

16. Adjourn

A motion was made at 6:52 pm to adjourn the meeting

Katchel (1), Allen (2)
Aye: all via voice vote
Nay: None

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

**Jeffery Knight
Chairperson**

**Thomas Harrigan
Recorder**

CITY OF WHITEWATER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2015

CDA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>MISCELLANEOUS REVENUE</u>					
900-48100-56 INTEREST INCOME	5.21	54.79	50.00	(4.79)	109.6
900-48115-56 RESERVE LICENSE FEE	.00	20,000.00	.00	(20,000.00)	.0
TOTAL MISCELLANEOUS REVENUE	5.21	20,054.79	50.00	(20,004.79)	40109.6
<u>OTHER FINANCING SOURCES</u>					
900-49263-56 TRANSFER-TID #6-ADMINISTRATION	25,000.00	25,000.00	25,000.00	.00	100.0
900-49264-56 TRANSFER-FD 910-CDA PROGRAMS	.00	.00	65,103.00	65,103.00	.0
900-49290-56 CITY TRANSFER INCOME	47,303.00	87,303.00	87,303.00	.00	100.0
TOTAL OTHER FINANCING SOURCES	72,303.00	112,303.00	177,406.00	65,103.00	63.3
TOTAL FUND REVENUE	72,308.21	132,357.79	177,456.00	45,098.21	74.6

**CITY OF WHITEWATER
BALANCE SHEET
AUGUST 31, 2015**

CDA FUND

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>ASSETS</u>				
900-11100 CASH	(7,007.96)	55,815.86	68,150.48	61,142.52
900-11200 GENERAL CHECKING-1ST-100-722	8,291.28	.93	10,007.10	18,298.38
900-11300 INVESTMENTS	25,157.98	4.28	47.69	25,205.67
900-15207 DUE FROM FUND 910	45,000.00	.00	(45,000.00)	.00
900-15402 DUE FROM TID #6-FUND 446	12,500.00	.00	(12,500.00)	.00
900-18400 OFFICE EQUIPMENT	6,990.00	.00	.00	6,990.00
TOTAL ASSETS	90,931.30	55,821.07	20,705.27	111,636.57
<u>LIABILITIES AND EQUITY</u>				
<u>LIABILITIES</u>				
900-21100 VOUCHERS PAYABLE	8,882.04	.00	(8,882.04)	.00
900-22000 ACCUM DEPR - EQUIPMENT	6,042.36	.00	.00	6,042.36
TOTAL LIABILITIES	14,924.40	.00	(8,882.04)	6,042.36
<u>FUND EQUITY</u>				
900-34300 PROPRIETARY CAPITAL	76,006.90	.00	.00	76,006.90
UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	.00	55,821.07	29,587.31	29,587.31
BALANCE - CURRENT DATE	.00	55,821.07	29,587.31	29,587.31
TOTAL FUND EQUITY	76,006.90	55,821.07	29,587.31	105,594.21
TOTAL LIABILITIES AND EQUITY	90,931.30	55,821.07	20,705.27	111,636.57

CITY OF WHITEWATER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2015

CDA FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET AMOUNT</u>	<u>VARIANCE</u>	<u>% OF BUDGET</u>
<u>CDA</u>					
900-56500-115	3,263.59	8,724.59	39,520.00	30,795.41	22.1
900-56500-151	1,077.16	3,068.00	12,436.00	9,368.00	24.7
900-56500-211	8,442.83	58,225.14	86,500.00	28,274.86	67.3
900-56500-212	2,068.50	9,386.84	4,500.00	(4,886.84)	208.6
900-56500-219	.00	675.00	750.00	75.00	90.0
900-56500-223	.00	4,981.68	20,000.00	15,018.32	24.9
900-56500-224	1,593.00	6,137.00	6,250.00	113.00	98.2
900-56500-310	42.06	343.02	750.00	406.98	45.7
900-56500-311	.00	256.75	250.00	(6.75)	102.7
900-56500-320	.00	.00	300.00	300.00	.0
900-56500-321	.00	.00	200.00	200.00	.0
900-56500-325	.00	445.00	.00	(445.00)	.0
900-56500-330	.00	77.28	500.00	422.72	15.5
900-56500-341	.00	450.18	500.00	49.82	90.0
900-56500-345	.00	10,000.00	.00	(10,000.00)	.0
900-56500-650	.00	.00	5,000.00	5,000.00	.0
TOTAL CDA	16,487.14	102,770.48	177,456.00	74,685.52	57.9
TOTAL FUND EXPENDITURES	16,487.14	102,770.48	177,456.00	74,685.52	57.9
NET REVENUE OVER EXPENDITURES	55,821.07	29,587.31	.00	(29,587.31)	.0

**CITY OF WHITEWATER
BALANCE SHEET
AUGUST 31, 2015**

CDA PROGRAMS FUND

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
ASSETS				
910-11101	144,009.58	16.55	263.32	144,272.90
910-11102	76,492.63	8,617.44	52,650.27	129,142.90
910-11103	279,418.79	(9,215.63)	(201,053.99)	78,364.80
910-11104	14,842.77	.76	5.93	14,848.70
910-11105	14,459.54	1.66	11.46	14,471.00
910-11106	2,703.16	.14	1.07	2,704.23
910-11110	62,967.16	39.78	171,259.75	234,226.91
910-11303	419,010.05	.00	(359,010.05)	60,000.00
910-11305	25,000.00	.00	.00	25,000.00
910-11310	100,000.00	.00	.00	100,000.00
910-14302	32,000.00	.00	(32,000.00)	.00
910-14303	102,567.50	(795.83)	(2,379.56)	100,187.94
910-14310	75,722.85	.00	(1,148.09)	74,574.76
910-14331	39,299.22	(532.16)	(4,729.39)	34,569.83
910-14332	102,500.00	.00	.00	102,500.00
910-14333	51,500.00	.00	.00	51,500.00
910-14334	104,300.00	.00	.00	104,300.00
910-14335	97,209.37	(1,103.02)	(8,722.20)	88,487.17
910-14337	2,743.67	(272.60)	(2,155.59)	588.08
910-14345	120,457.54	(1,131.45)	(8,973.01)	111,484.53
910-14346	13,028.02	(250.95)	(1,984.44)	11,043.58
910-14347	72,751.33	(2,640.35)	(20,878.82)	51,872.51
910-14348	52,453.61	(469.76)	(3,714.64)	48,738.97
910-14349	34,600.00	.00	.00	34,600.00
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
910-14356	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
910-14366	12,504.15	.00	.00	12,504.15
910-14368	15,517.48	.00	.00	15,517.48
910-14375	18,422.00	.00	.00	18,422.00
910-14378	34,448.00	.00	.00	34,448.00
910-14379	12,630.00	.00	.00	12,630.00
910-14381	7,205.00	.00	.00	7,205.00
910-14384	37,795.00	.00	.00	37,795.00
910-14387	25,530.00	.00	.00	25,530.00
910-14391	14,671.00	.00	.00	14,671.00
910-14392	102,510.00	.00	.00	102,510.00
910-14393	102,510.00	.00	.00	102,510.00
910-14394	42,000.00	.00	.00	42,000.00
910-14395	102,000.00	.00	.00	102,000.00
910-14396	100,000.00	.00	2,000.00	102,000.00
910-14397	27,500.00	.00	.00	27,500.00
910-14398	102,000.00	.00	.00	102,000.00
910-14399	87,984.00	.00	.00	87,984.00
910-14400	.00	.00	102,510.00	102,510.00
910-14401	.00	.00	102,510.00	102,510.00
910-14402	.00	.00	102,510.00	102,510.00
910-14403	.00	.00	102,000.00	102,000.00
910-14404	.00	.00	10,000.00	10,000.00
910-14405	.00	.00	51,560.00	51,560.00
910-14406	.00	.00	102,500.00	102,500.00

**CITY OF WHITEWATER
BALANCE SHEET
AUGUST 31, 2015**

CDA PROGRAMS FUND

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
910-14554 ADVANCE TO TID #4	750,000.00	.00	.00	750,000.00
910-15521 LAND	275,171.53	.00	.00	275,171.53
910-15531 REAL ESTATE	6,087,994.00	.00	.00	6,087,994.00
TOTAL ASSETS	10,076,153.71	(7,735.42)	153,032.02	10,229,185.73
 LIABILITIES AND EQUITY				
LIABILITIES				
910-22000 ACCUM DEPREC-BUILDING	487,581.00	.00	.00	487,581.00
910-25103 DUE TO FUND 900	45,000.00	.00	(45,000.00)	.00
TOTAL LIABILITIES	532,581.00	.00	(45,000.00)	487,581.00
 FUND EQUITY				
910-30110 CONTRIBUTED CAPITAL	456,815.37	.00	.00	456,815.37
910-34300 PROPRIETARY CAPITAL	8,449,792.41	.00	.00	8,449,792.41
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	(7,735.42)	198,032.02	198,032.02
BALANCE - CURRENT DATE	.00	(7,735.42)	198,032.02	198,032.02
TOTAL FUND EQUITY	9,543,572.71	(7,735.42)	198,032.02	9,741,604.73
TOTAL LIABILITIES AND EQUITY	10,076,153.71	(7,735.42)	153,032.02	10,229,185.73

CITY OF WHITEWATER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2015

CDA PROGRAMS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>MISCELLANEOUS REVENUE</u>					
910-48101-00	INTEREST INCOME-BUSINESS DEV	4.37	15,313.35	.00 (15,313.35)	.0
910-48102-00	INTEREST INCOME-ECONOMIC DEV	6.32	1,607.44	.00 (1,607.44)	.0
910-48103-00	INTEREST INCOME-FACADE	16.55	263.32	.00 (263.32)	.0
910-48104-00	INTEREST INCOME-HOUSING	1.66	11.71	.00 (11.71)	.0
910-48105-00	INTEREST INCOME-ED DEV	.76	5.20	.00 (5.20)	.0
910-48106-00	INTEREST INCOME-MORAIN VIEW	.14	1.80	.00 (1.80)	.0
910-48108-00	INTEREST INCOME-SEED FUND	39.78	194.16	.00 (194.16)	.0
910-48601-00	MISC INCOME	.00	1,500.00	.00 (1,500.00)	.0
910-48615-00	LOAN INT-SWEETSPOT-\$41,360	111.16	1,060.49	.00 (1,060.49)	.0
910-48616-00	INT-SLIPSTREAM-\$105,500-LOAN	.00	1,025.00	.00 (1,025.00)	.0
910-48645-00	LOAN INTEREST-LEARNING DEPOT	.00	1,003.91	.00 (1,003.91)	.0
910-48653-00	LOAN INT-RR WALTON-15K-HOTEL	3.65	54.41	.00 (54.41)	.0
910-48654-00	INT-LOC-SLIPSTREAM	.00	1,318.67	.00 (1,318.67)	.0
910-48658-00	LOAN INT-.960 E. MILWAUKEE LLC	281.56	2,331.07	.00 (2,331.07)	.0
910-48663-00	LOAN INT-BLACK SHEEP-1/20/12	37.65	324.36	.00 (324.36)	.0
910-48664-00	LOAN INT-DR PLASTICS-2/27/12	181.71	1,697.66	.00 (1,697.66)	.0
910-48665-00	LOAN INT-BIKEWISE-\$62,600-4%	164.03	1,355.68	.00 (1,355.68)	.0
910-48667-00	LOAN INT-IBUTTONLINK	298.63	2,491.00	.00 (2,491.00)	.0
910-48679-00	THERMODATA-INT-100K LOAN	336.61	5,120.46	.00 (5,120.46)	.0
910-48680-00	ADMINISTRATION FEE--LOANS	.00	10,000.00	.00 (10,000.00)	.0
	TOTAL MISCELLANEOUS REVENUE	1,484.58	46,679.69	.00 (46,679.69)	.0
<u>OTHER FINANCING SOURCES</u>					
910-49100-00	TRANSFER-CAPITAL CAT FD	.00	400,040.59	.00 (400,040.59)	.0
	TOTAL OTHER FINANCING SOURCES	.00	400,040.59	.00 (400,040.59)	.0
	TOTAL FUND REVENUE	1,484.58	446,720.28	.00 (446,720.28)	.0

CITY OF WHITEWATER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2015

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	220.00	3,212.00	.00	(3,212.00)	.0
910-56500-402 SPARKS EXPENSES	9,000.00	15,476.01	.00	(15,476.01)	.0
910-56500-404 HOUSING LOANS	.00	.25	.00	(.25)	.0
910-56500-450 CAPITAL CATALYST-SEED FD GRTS	.00	30,000.00	.00	(30,000.00)	.0
910-56500-550 TRANS-CAP.CAT-SEED FD-ASSOC BK	.00	200,000.00	.00	(200,000.00)	.0
TOTAL CDA PROGRAMS	9,220.00	248,688.26	.00	(248,688.26)	.0
TOTAL FUND EXPENDITURES	9,220.00	248,688.26	.00	(248,688.26)	.0
NET REVENUE OVER EXPENDITURES	(7,735.42)	198,032.02	.00	(198,032.02)	.0

ECONOMIC DEVELOPMENT	Original		July 31, 2015		August 31, 2015		Current
	Loan	AMOUNT	BALANCE	PRINCIPAL	INTEREST	TOTAL	
CLIENT							
DR Plastics-2/24/12		\$153,235.00	\$54,512.86	\$2,640.35	\$181.71	\$2,822.06	\$51,872.51
Walton Learning Depot		\$101,925.00	\$74,574.76	\$0.00	\$0.00	\$0.00	\$74,574.76
Walton Rental-Hotel		\$15,000.00	\$60.67	\$172.60	\$3.65	\$276.25	\$586.07
960 East Milwaukee		\$204,611.00	\$112,615.98	\$1,131.45	\$281.56	\$1,413.01	\$111,484.53
Black Sheep-1/20/2012		\$21,114.00	\$11,294.53	\$250.95	\$37.65	\$288.60	\$11,043.58
Bkewise-12/27/2012		\$65,600.00	\$49,208.73	\$468.76	\$164.03	\$633.79	\$48,738.97
Sweetstop-7-29-13-NEW		\$41,360.00	\$35,101.99	\$532.16	\$111.48	\$643.64	\$34,569.83
IButton-12/4/2013-new		\$102,344.00	\$88,580.19	\$1,103.02	\$298.63	\$1,401.65	\$88,487.17
Thermadale-New-April 22, 2014		\$102,567.50	\$100,963.77	\$195.83	\$336.61	\$532.44	\$100,187.94
JCIB-New-12/12/2014		\$87,984.00	\$87,984.00	\$0.00	\$0.00	\$0.00	\$87,984.00
TOTALS		\$892,940.50	\$616,727.48	\$7,196.12	\$1,415.32	\$8,611.44	\$609,531.36

LOAN-BUSINESS DEV	Original		July 31, 2015		August 31, 2015		Current
	Loan	AMOUNT	BALANCE	PRINCIPAL	INTEREST	TOTAL	
CLIENT							
DP Electronic Recycling-3/27/13		\$34,600.00	\$34,600.00	\$0.00	\$0.00	\$0.00	\$0.00
Stepstream-LOC-3/2K		\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Stepstream-LOC-3/2K-May 2015		\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Papohi Software		\$102,510.00	\$102,510.00	\$0.00	\$0.00	\$0.00	\$0.00
EdViewrals		\$102,510.00	\$102,510.00	\$0.00	\$0.00	\$0.00	\$0.00
SolJmke-1/30/2015		\$102,510.00	\$102,510.00	\$0.00	\$0.00	\$0.00	\$0.00
Mesep Tech-2/12/2016		\$102,510.00	\$102,510.00	\$0.00	\$0.00	\$0.00	\$0.00
Mobile Mesh-2/12/2015		\$102,510.00	\$102,510.00	\$0.00	\$0.00	\$0.00	\$0.00
VZ League-July 1, 2015		\$51,560.00	\$51,560.00	\$0.00	\$0.00	\$0.00	\$51,560.00
TOTALS		\$662,710.00	\$547,150.00	\$0.00	\$0.00	\$0.00	\$608,710.00

CAPITAL CATALYST-SEED FUND	Original		July 31, 2015		August 31, 2015		Current
	Loan	AMOUNT	BALANCE	PRINCIPAL	INTEREST	TOTAL	
CLIENT							
Stepstream		\$42,000.00	\$42,000.00	\$0.00	\$0.00	\$0.00	\$42,000.00
Stepstream-8/29/13		\$102,500.00	\$102,500.00	\$0.00	\$0.00	\$0.00	\$102,500.00
Mesep Tech		\$102,000.00	\$102,000.00	\$0.00	\$0.00	\$0.00	\$102,000.00
SoloMo Tech-\$102,000-Oct-2014		\$27,500.00	\$27,500.00	\$0.00	\$0.00	\$0.00	\$27,500.00
Inventator-Royalty Agreement-Nov-2014		\$102,000.00	\$102,000.00	\$0.00	\$0.00	\$0.00	\$102,000.00
Mobile Mesh-Royalty Agreement-Nov-2014		\$51,500.00	\$51,500.00	\$0.00	\$0.00	\$0.00	\$51,500.00
DP Electronic Recycling-12/4/13-royalty		\$104,300.00	\$104,300.00	\$0.00	\$0.00	\$0.00	\$104,300.00
Bombard-12/4/13-royalty invest		\$102,000.00	\$102,000.00	\$0.00	\$0.00	\$0.00	\$102,000.00
VZ LEAGUE, LLC-\$102,000-April-2015		\$102,000.00	\$102,000.00	\$0.00	\$0.00	\$0.00	\$102,000.00
Kalber-Royalty Agreement-July 2015		\$102,500.00	\$102,500.00	\$0.00	\$0.00	\$0.00	\$102,500.00
TOTALS		\$838,300.00	\$633,800.00	\$0.00	\$0.00	\$0.00	\$838,300.00

ADVANCE TO TID #4	Original		July 31, 2015		August 31, 2015		Current
	Loan	AMOUNT	BALANCE	PRINCIPAL	INTEREST	TOTAL	
CLIENT							
TID #4		\$750,000.00	\$750,000.00	\$0.00	\$0.00	\$0.00	\$750,000.00
TOTALS		\$750,000.00	\$750,000.00	\$0.00	\$0.00	\$0.00	\$750,000.00

FAÇADE	Original		July 31, 2015		August 31, 2015		Current
	Loan	AMOUNT	BALANCE	PRINCIPAL	INTEREST	TOTAL	
CLIENT							
FAÇADE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

HOUSING	Original		July 31, 2015		August 31, 2015		Loan Type
	Loan	AMOUNT	BALANCE	PRINCIPAL	INTEREST	TOTAL	
CLIENT							
AB416		\$10,203.84	\$10,203.84	\$0.00	\$0.00	\$0.00	O-deferred
B335		\$18,420.02	\$18,420.02	\$0.00	\$0.00	\$0.00	O-deferred
B0803-0801		\$34,448.00	\$34,448.00	\$0.00	\$0.00	\$0.00	O-deferred
C021		\$15,517.48	\$15,517.48	\$0.00	\$0.00	\$0.00	O-deferred
C932		\$8,062.00	\$8,062.00	\$0.00	\$0.00	\$0.00	O-deferred
HO #1		\$12,530.00	\$12,530.00	\$0.00	\$0.00	\$0.00	O-deferred
HO #3		\$7,205.00	\$7,205.00	\$0.00	\$0.00	\$0.00	O-deferred
HO #4		\$37,795.00	\$37,795.00	\$0.00	\$0.00	\$0.00	O-deferred
HO #7		\$25,515.00	\$25,515.00	\$0.00	\$0.00	\$0.00	O-deferred
HO # 11		\$7,586.00	\$7,586.00	\$0.00	\$0.00	\$0.00	O-deferred
J802		\$10,818.00	\$10,818.00	\$0.00	\$0.00	\$0.00	O-deferred
M0301		\$10,621.42	\$11,000.90	\$0.00	\$0.00	\$0.00	O-deferred
M0301		\$8,220.00	\$8,220.00	\$0.00	\$0.00	\$0.00	O-deferred
M0301		\$18,422.00	\$18,422.00	\$0.00	\$0.00	\$0.00	O-deferred
P954		\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$0.00	O-deferred
V902		\$12,504.15	\$12,504.15	\$0.00	\$0.00	\$0.00	O-deferred
TOTALS		\$248,987.91	\$249,362.39	\$0.00	\$0.00	\$0.00	\$256,447.39

Blue shaded items - must create or maintain jobs

MEMORANDUM

To: Whitewater Community Development Authority
Board of Directors

CC: Cameron Clapper
Tom Harrigan

From: Patrick Cannon
Executive Director

Re: Crop lease

Date: September 17, 2015

As directed at the last CDA meeting, we have advertised for rental of our property in the Technology and Business Parks. We advertised the land at approximately 103 acres of tillable land.

As part of the process, we also have created a new lease agreement. A copy is attached.

We will be opening the bids on Wednesday September 23, 2015 and will provide the tabulation of the results at the CDA meeting.

Please let us know if you have any questions.

CASH LEASE OF FARM LAND, BUILDINGS AND EQUIPMENT

THIS LEASE is entered into this _____ day of _____, 20____,

Between the Whitewater Community Development Authority, landlord, and

_____, tenant, of _____
(Address)

1. The landlord hereby leases to the tenant, to use for agriculture purposes, the following-described property, located in Walworth and Jefferson Counties, State of Wisconsin, and commonly known as the Whitewater Business Park, and Whitewater Technology Park, and consisting of 102 (more or less).

2. The landlord reserves the right of himself, his agents, his employees, or his assigns to enter the farm at any reasonable time for purposes of (a) consultation with the tenant; (b) of making repairs, improvements, and inspections; (c) of developing mineral resources; and (d) after notice of termination of the lease is given, none of which is to interfere with the tenant in carrying out regular farm operations.

3. The landlord does not convey to the tenant the right to lease or sublet any part of the land or buildings or to assign the lease to any person or persons whomsoever.

4. If the landlord should sell or otherwise transfer title to the land and buildings, he will do so subject to the provisions of this lease.

a. Should the City of Whitewater sell the land for business development before the crop is harvested, the City of Whitewater will reimburse _____ per acre for any crop loss based on the average yield of the remaining rental acres of the same type crop covered by this agreement. Calculations will be based on market price at the time of harvest.

b. If any hay ground is lost to business development, the City of Whitewater will not reimburse _____ for any crop loss provided the first cutting of hay has been harvested.

c. The City of Whitewater shall reimburse _____ within 60 days after _____ and the City of Whitewater has agreed upon the amount of crop loss due to business development.

5. The terms of this lease shall be being upon the heirs, executors, administrators, and successors of both the landlords and tenant in like manner as upon the original parties. However, in event the lease is for more than one year, the heirs or successors of the tenant shall have the option to give written notice of termination effective at the end of the lease year in which the death occurs.

6. The landlord warrants that he has the right to lease the land and buildings, and will defend the tenant's possession against any and all persons whomsoever.

7. To improve the land, conserve its resources, and maintain it in a high state of cultivation, the two parties agree as follows:

a. The tenant will maintain the land during their tenancy in as good condition as at the beginning, normal wear and depreciation and damages from causes beyond tenant's control accepted.

b. The tenant will operate the land in an efficient and husbandlike way.

c. The tenant will not, without oral consent of the landlord, cut live trees for sale or personal use.

d. The landlord reserves the right to prevent the production of any crop on any or all land where the production of such crop would clearly damage the land due to excessive erosion or other causes.

e. The tenant will use fertilization practices which will prevent depletion of essential plant food elements in the soil.

f. The City of Whitewater reserves the right to apply municipal sludge to any of the rental property after the crop has been harvested.

8. The tenant agrees to pay to the landlord as cash rent the amount of \$_____, per acre and such payment will be made as follows: The payment for rent shall be received by the City of Whitewater by March 1, 2016.

9. The term of this lease shall be 1 (one) year from January 1, 2016, to December 31, 2016, and this lease shall continue in effect from year to year thereafter until written notice of termination is given by either party to the other at least 1 (one) month before expiration of this lease or any renewal.

10. The tenant agrees that he or his agent will possess the land and facilities continuously during the term of the lease.

11. The tenant agrees to surrender possession of the land peaceably at the termination of the lease.

12. A request for general review of the lease may be at least thirty (30) prior to the final date for giving notice to terminate this lease. Amendments and alterations to this lease shall be made in writing.

13. This lease shall not give rise to a partnership relationship, and neither party shall have the authority to obligate the other without written consent, except as specifically provided in this lease.

14. Each party agrees that the other party shall in no way be responsible for the debts of, or liabilities for accidents or damages caused by the other party.

15. Willful neglect, failure, or refusal by either party to carry out any substantial provision of this lease shall give the other party the benefits of any proceedings provided by law.

IN WITNESS WHEREOF, the parties have signed this lease on the _____ day

Of _____, 2015.

(Landlord)

(Tenant)

MEMORANDUM

To: Whitewater Community Development Authority
Board of Directors

CC: Cameron Clapper
Doug Saubert
Tom Harrigan

From: Patrick Cannon
Executive Director

Re: 2016 CDA Budget - Proposed

Date: September 17, 2015

Attached please find a proposed 2016 budget for the CDA operating funds (Fund 900). I wanted to provide this to the Board for discussion.

From the Expenditure side of the budget little has changed. We have minimal expenses for daily operations. The vast majority of our costs are for personnel costs as we are a service department. I would point out that there are no expected expenditures for liquor licenses. If we do receive a request offsetting revenue will also be posted to offset the expense.

The Revenue side of the budget does have some major changes. Proposed for 2016 is to not borrow UDAG funds for operational purposes. These funds are being "made up" from TIF #4. In addition, both the City Manager and Neighborhood Services Director's respective budgets had funding for outside consultants to assist with questions or projects. Both have indicated they would like to "transfer" this expenditure allocation to the CDA. I showed it as revenue and we were then able to reduce the General Fund subsidy. This was the CDA expenditures remain consistent.

As we are all aware, TIF #4 is distressed and cannot make any new expenditure. In speaking with the Department of Revenue, I posed the question to them regarding an administration fee. They have indicated that the CDA still has the ability to charge certain operational costs against the TIF district. Their point was that despite the TIF being distressed, the CDA still must continue to operate the TIF and they see these expenses as an operational expense. We cannot however, start any new capital projects. We could finish a capital project if needed. However, we do not have any that need to be completed.

Based upon the proposed budget, I will begin to draft a strategic plan shell for discussion.

Please let me know if you have any questions,.

Whitewater CDA
 2015 Budget Projections
 2016 Proposed Budget

	2015 Budget	YTD Expenses 31-2015	5-7 month Projection	Projected Year End Expenses	Projected Year end Budget Variance	2016 Proposed Budget
Revenues						
Interest Income	50	39	20	59	(9)	100
Reserve License Fee	-	20,000	-	20,000	(20,000)	75,000
Transfer TIF #4						25,000
Transfer TIF #6	25,000		25,000	25,000	-	10,000
Transfer - City Manager						10,000
Transfer Neighborhood Services						-
Transfer UDAG Funds	65,103			48,152	16,951	69,216
City Transfer	87,303	40,000	47,303	87,303	-	189,316
	<u>177,456</u>	<u>60,039</u>	<u>72,323</u>	<u>180,514</u>	<u>(3,058)</u>	<u>189,316</u>

Expenditures

	2015 Budget	YTD Expenses 31-2015	5- 7 month Projection	Projected Year End Expenses	Projected Year end Budget Variance	2016 Proposed Budget
Salary Ed Support Specialist	39,520	143	24,000	24,143	15,378	41,032
Fringe Benefits	12,436	11	6,600	6,611	5,825	13,784
Consultant Fees	86,500	32,987	56,000	88,987	(2,487)	90,000
Legal Services	4,500	6,674	5,000	11,674	(7,174)	7,500
Audit Fees	750	675	-	675	75	3,000
Marketing	20,000	4,982	10,000	14,982	5,018	25,000
County/Regional ED	6,250	4,544	1,593	6,137	113	6,250
Office Supplies	750	274	350	624	126	500
Postage	250	244	200	444	(194)	500
Dues	300	-	-	-	300	300
Subscriptions/books	200	-	-	-	200	200
Public Education	-	445	-	445	(445)	-
Travel Exp	500	77	200	277	223	750
Misc Exp	500	415	100	515	(15)	500
Reserve License fees	-	10,000	10,000	20,000	(20,000)	-
Transfer To General Fund	5,000	-	5,000	5,000	-	-
	<u>177,456</u>	<u>61,471</u>	<u>119,043</u>	<u>180,514</u>	<u>(3,058)</u>	<u>189,316</u>

AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WHITEWATER BUSINESS PARK

09-15-15 @ 11:45 a.m. Redline Draft

WHEREAS, the City of Whitewater, by Declaration recorded in the Walworth County Register of Deeds Office on January 15, 1987 as Document No. 140798 (the "Original Declaration"), subjected to and imposed upon lands described in the Original Declaration certain provisions, covenants and restrictions as set forth in the Original Declaration ("the Original Covenants and Restrictions"); and

WHEREAS, pursuant to paragraph 18 of the Original Declaration, the City of Whitewater has developed additional lands as expansions of the Whitewater Business Park, and has subjected other lots and parcels to the Original Covenants and Restrictions; and

WHEREAS, a listing of the lots and parcels in the Whitewater Business Park now subjected to the Original Covenants and Restrictions and the current owners thereof is set forth in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the City of Whitewater deems it to be in the best interests of the City of Whitewater and the owners of lots and parcels now subjected to, and which in the future may be subjected to, covenants and restrictions applicable to the Whitewater Business Park to amend the Original Covenants and Restrictions and to restate the Covenants and Restrictions as so amended, as hereinafter set forth, and, the Common Council of the City of Whitewater, by a majority vote of the full Common Council, has approved the amendment and restatement of said Covenants and Restrictions as hereinafter set forth; and

WHEREAS, a majority of the owners of the lots and parcels now subjected to the Original Covenants and Restrictions agree to, and approve the amendment of the Original

Covenants and Restrictions and the restatement of said Covenants and Restrictions as so amended, all as hereinafter set forth, which agreements, consents and approvals are evidenced by the parcel owner approvals and consents attached hereto.

NOW, THEREFORE, the City of Whitewater, with the concurrence, consent and approval by a majority of the owners of the lots or parcels now subject to the Original Covenants and Restrictions, hereby amends the Original Covenants and Restrictions and restates the Covenants and Restrictions as so amended applicable to lands described in Exhibit A attached hereto and such additional lands, lots or parcels as may, in the future, be subjected by the City of Whitewater to these Amended and Restated Covenants and Restrictions, and declares that all of the lands described in Exhibit A hereto, and such additional lands as the City from time to time in the future subjects to these Amended and Restated Covenants and Restrictions, shall be held, sold, conveyed, used, occupied, developed and improved subject to the covenants, restrictions, conditions, limitations and provisions hereinafter set forth, which covenants and restrictions shall run with the lands and be binding upon all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns.

1. GENERAL PROVISIONS:

It is the intent of this declaration that all structures and uses erected, enlarged, added to, altered, used, and maintained shall be designed, constructed and used so as to meet all applicable State of Wisconsin laws, administrative codes, and City of Whitewater Municipal codes pertaining to building construction, sanitation and zoning, and so as to provide for a compatible and aesthetically pleasing development.

No building or improvement shall be erected, placed or altered on any building site in the business park until the plans and use for such building or improvement including site plans,

landscaping plans, building plans and specifications have been approved by the City of Whitewater, or its designee. ~~Plan and Architectural Review Board.~~ All proposed construction shall be completed within one year of commencement.

Use of parcels covered by these covenants shall be occupied only for uses permitted under zoning classification M-1 and shall be limited to trades or industries of a restrictive character which are not detrimental to the Business Park or to the adjoining residential areas by reason of appearance, noise, dust, smoke, or odor, or similar condition as hereinafter provided. The following uses, not intending hereby to limit by enumeration, shall be prohibited.

1. Quarrying.
2. Junkyards or salvage yards.
3. Drop forges, foundries, refineries, concrete & plaster manufacturing & assemblage, or any similar use, the normal operation of which causes objectionable noise, odor, dust or smoke or any similar use.
4. Any other use, the normal operation of which causes objectionable appearance, noise, odor, dust or smoke.

2. BUSINESS PARK LOT DEVELOPMENT:

No improvement, structure, addition or alteration shall be nearer than fifty (50) feet to the R.O.W. line on any ~~Business Park~~ street or road. Corner lots shall have two (2) street setbacks each of fifty (50) feet.

Side yards shall be a minimum of twenty-five (25) feet set back on each side of a structure to the side lot line. Corner lots shall have a side yard designated on the face of the site plan and such yard shall be a minimum of twenty-five (25) feet distance from the side lot line.

Rear yards shall be a minimum of thirty (30) feet from the rear lot line.

All structures shall be designed and constructed in such manner as to provide an aesthetically pleasing development. The front and side wall of all structures facing a street shall be faced with at least thirty percent (30%) decorative masonry or other material approved by the ~~Plan & Architectural Review Board~~ City of Whitewater or its designee after review of plans submitted by applicant. Side walls of structures facing a yard shall have the aforementioned facing extended for a minimum distance of twenty (20) feet or to a natural dividing point approved by the ~~Plan & Architectural Review Board~~ City of Whitewater or its designee.

Walls facing side and rear yards shall be finished in materials complimentary to the façade facing the streets. Where plain concrete block masonry is used, such masonry shall be painted with a minimum of two (2) coats of paint.

All buildings shall at all times be kept clean and in good repair, condition and appearance.

3. PARKING AND ACCESS:

Parking of vehicles other than passenger vehicles shall be prohibited at all times within fifty (50) feet of any street R.O.W. of any parcel in said Business Park. The fifty (50) foot "setback" shall be entirely graded and sodded or seeded, and properly landscaped between side lot lines and from the road shoulder to the building face in a manner that will produce an acceptable lawn, excepting only such areas as may be required for driveways and sidewalks. The entire parcel of land under each ownership shall have the grass, trees and shrubbery maintained and kept in good appearance at all times. All driveways and parking areas shall be hard finish surfaces with all materials meeting the accepted standards of the construction trades. One circular drive may be permitted in front of the building, however, parking of vehicles other than passenger vehicles must be at least fifty (50) feet from the R.O.W. The storage or parking

of vehicles, other than passenger vehicles, or of trucks, products, or equipment shall be prohibited in the fifty (50) feet from the R.O.W. area. All such landscaping, drives and walks shall be completed within one (1) year of construction of the building, or within one (1) year of paving of the City street serving the property; whichever is later. Vehicle parking shall not be allowed on public streets within the City of Whitewater Business Park. Parking of passenger vehicles shall be no closer than 30 feet from the street right-of-way.

4. OUTDOOR STORAGE:

Outdoor storage of vehicles, products, equipment, supplies and other materials will be permitted in the side and rear yards of the parcel and must be screened with screening approved by the ~~Plan & Architectural Review Board~~ City of Whitewater or its designee. Screening requirements shall not apply to the parking of vehicles regularly used and operated in the normal course of owner's business.

Temporary outside storage will be permitted by prior written approval by the ~~Plan & Architectural Review Board~~ City of Whitewater or its designee.

5. FENCING:

Security fences may be located on lines between adjoining lots. No fence shall be less than six (6) feet high, nor more than eight (8) feet high, plus it may have located on top ~~the~~ ~~accepted~~ a barbed wire "Y" or angle security device not to exceed twenty-four (24) inches.

Fences may be of the chain link type construction. If different type of design is being proposed, such design and materials may be permitted after review and approval by the ~~Plan & Architectural Review Board~~ City of Whitewater or its designee of specific plans by the applicant.

Fences are not permitted to extend beyond the minimum required street yard, or in case of a greater setback, shall not extend beyond the front of the structure into the street yard.

Corner lot ~~fencing having have fence extend to~~ shall not extend beyond the minimum street setback requirement and shall not extend into the street yard in front of any structure.

6. LOADING AREAS:

All loading areas shall be off street and located on the same lot or adjoining owned lots as the building. The loading area shall not be permitted in the street yard area and will be permitted only in side and rear yards.

7. LANDSCAPING:

All street yards shall be graded and appropriately sodded or seeded and properly landscaped.

All other portions of the lot reserved for future expansion of the facilities and not surfaced for parking or loading purposes, shall be maintained and mowed in accordance with the City noxious weed code. Landscaping of the building site shall be accomplished so as to enhance the aesthetic and architectural beauty of the structure. All landscaping shall be approved by the ~~Plan & Architectural Review Board~~ City of Whitewater or its designee.

8. DRAINAGE CONTROL:

No land shall be developed and no use shall be permitted that results in flooding, erosion or sedimentation on adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area, or other stormwater management facility.

9. SIGNS AND BILLBOARDS:

No sign shall be erected or maintained on the Property except in conformity with the following:

- a) All signs required shall be subject to approval by the ~~Plan & Architectural Review Board~~ City of Whitewater or its designee.

- b) One freestanding, monument ground type sign per business shall be permitted. The sign shall not exceed an area of forty (40) square feet or a height of ten (10) feet and shall be no closer than ten (10) feet to any property line.
- c) Freestanding signs shall be no closer than eighty (80) feet to another freestanding sign.
- d) All signs attached to the building shall be flush mounted. Only one (1) exterior (unless corner lot) wall sign per business shall be allowed covering no more than twenty (20) percent of the wall area with the sign not extending above the structure's roof line.
- e) Signs shall not be painted directly on the outside wall of a building nor are they permitted to be painted on a fence, tree, stone, or other similar objects.
- f) Offices, warehouses, and other buildings with multiple businesses may construct a comprehensive sign which must receive ~~Plan & Architectural Review Board~~ City of Whitewater or its designee's approval.
- g) Signs shall be restricted to advertising only the person, firm, company, or corporation operating the use conducted on the site or the products produced or sold therein.
- h) Motion signs, roof signs, projecting signs, or flashing signs are not permitted.
- i) Signs may be illuminated subject to the ~~Plan & Architectural Review Board~~ City of Whitewater or its designee's approval.
- j) No sign shall contain any indecent or offensive picture or written matter.
- k) Window signs cannot exceed one-third (1/3) of the total window area in which they are displayed.

l) One (1) construction sign denoting the architects, engineers, contractor, and other related subjects shall be allowed upon the commencement of construction.

m) Temporary real estate for sale or for rent signs shall be allowed. Said signs shall not exceed 16 square feet.

10. UTILITY CONTROL:

All utilities including all electric power, telephone and other communication equipment, gas, water, storm and sanitary sewers, excepting electric power lines exceeding 26.4 kv, shall be underground. The location of the utility shall be subject to approval by the ~~Plan & Architectural Review Board~~ City of Whitewater or its designee.

11. RUBBISH AND WASTE MATERIALS:

No rubbish shall be burned on the premises except in an incinerator designed and approved for such purposes, meeting all appropriate state and federal air emission standards.

All waste materials shall be located and kept in containers for pick up or proper disposal. Storage of waste materials shall not exceed thirty (30) days on any lot.

12. RESALE OF LOTS:

In the event owner of land other than the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin elects to sell any portion of the undeveloped land which is not being used in connection with the business or industry of such owner, the same shall be first offered for sale, in writing, to the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin at the price per acre paid for such land when such land was purchased from the City of Whitewater, or the Community Development Authority of the City of Whitewater, Wisconsin, together with the costs of any special assessments paid from the date of purchase of said land from the City of

Whitewater to the date of closing if purchased by the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin. The City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin shall have ninety (90) days from the date of receipt of such offer to accept or reject the same, unless, an extension of the time is mutually agreed upon and set forth in writing. Acceptance or rejection of any such Offer shall be approved by the Common Council of the City of Whitewater, or the Community Development Authority of the City of Whitewater, Wisconsin ~~Board of Directors~~. In the event the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin accepts such Offer, the owner shall convey title to said land to the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin by Warranty Deed free and clear from all liens and encumbrances except these covenants, conditions, and restrictions, recorded easements for public utilities approved by the City of Whitewater, rights of the public in roadways as laid out, dedicated, or used, deferred unpaid special assessments for public improvements, if any: Seller shall be responsible for prorated real estate taxes for the year of sale through the date of sale: Owner shall provide at owner's expense a title insurance policy insuring the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin as the owner upon repurchase for the full amount of the repurchase price. In the event the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin rejects any such offer and said owner proceeds with the sale of any portion of its undeveloped land to a third party, said conveyance shall be subject to the continuing provisions of this paragraph and said third party purchaser, if it in the future elects to sell any portion of the undeveloped land which is not then being used by it in connection with its business or industry, shall be required to again first offer said portion for sale in writing to the

City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin at the price paid per acre for such land by the initial purchaser from the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin, together with the cost of any special assessments paid by owners of said lands from the date of the original sale by the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin to the date of repurchase, all on the same terms and conditions as first set forth above: it being the intent that the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin shall have and retain a continuing right to repurchase undeveloped lands under this paragraph.

13. RECAPTURE AND RESALE OF LAND:

A. If an Owner, other than the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin, of any lot does not commence construction of a building or buildings thereon within two (2) years after the date of purchase of said lot, the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin shall have the option to repurchase said lot. Exercise of the Option shall be affected by a resolution adopted by the Common Council of the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin. So long as said owner has not commenced construction of a building or buildings on said lot, said Option shall be exercisable by the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin upon delivery in writing of a notice to said Owner at any time after the expiration of said two (2) year period, or such longer period as may be agreed to in writing between said Owner and the City of Whitewater Common Council or the Community Development Authority of the City of Whitewater, Wisconsin. Closing shall take place within sixty (60) days following

the exercise of said Option on said date as shall be designated by the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin specified in said Notice of Exercise or on such later date as may be agreed to in writing between said Owner and the City of Whitewater Common Council or the Community Development Authority of the City of Whitewater, Wisconsin. In the event the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin exercises its Option to Purchase contained in this paragraph, the purchase price to be paid by the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin shall be computed at the price per acre paid for such land by the initial purchaser of said land at the time of purchase thereof from the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin plus any special assessments paid by the Owner of such land from the date of purchase of such land from the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin to the date of closing of the repurchase by the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin under this paragraph. In the event the City of Whitewater exercises its Option to repurchase hereunder, conveyance shall be Warranty Deed from said owner to the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin free and clear of all liens and encumbrances except municipal, zoning, and land division ordinances, the provisions of this declaration and any amendments hereto, recorded easements for public utilities approved by the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin, rights of the public in roadways as laid out, dedicated, or used, unpaid future installments of special assessments for public improvements, if any: owner shall be responsible for prorated real estate taxes for the year of closing through the date of closing; owner shall

furnish to the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin at Owners expense a title insurance policy for the full amount of the repurchase price insuring title in the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin upon consummation of said repurchase in the condition called for above.

B. Nothing contained in this paragraph shall be deemed to give the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin a right to first refusal or option with regard to lands which have been improved by the construction of a building or buildings thereon, it being intended that the Option provisions set forth above shall apply only to vacant parcels and that the owner of any lot which has been improved by the construction of a building or buildings thereon shall have the right to sell all of such property as one parcel together with the improvements thereon.

C. Any proposed subdivision or resubdivision and any sales of parcels or portions of parcels resulting in change or adjustment of lot lines must be approved by the ~~Plan & Architectural Review Board~~ City of Whitewater or its designee.

14. DURATION OF COVENANTS AND RESTRICTIONS AND EXTENSION THEREOF:

The covenants, restrictions, and provisions of this declaration shall apply to each lot or parcel described in Exhibit A, and such additional lots or parcels as may be subjected to these covenants and restrictions under the provisions of paragraph 18 below in the subdivision, and in the event of any resubdivision of any ~~lot in said subdivision by the~~ such lot or parcel approved by the City of Whitewater or its designee shall also apply to such resulting additional lots and/or parcels, and shall be considered covenants which are to run with the land and shall be binding

on all parties and persons claiming under all parties for a period of ten (10) years from the date this amended and restated declaration is recorded, after which time said covenants, restrictions, and provisions shall be automatically extended for successive periods of ten (10) years, unless within either the original ten (10) year term or any successive ten (10) year term an instrument signed by a majority of the then owners of the lots or parcels ~~in said subdivision~~ then subject to these covenants and restrictions and approved by the Common Council of the City of Whitewater has been recorded agreeing to terminate these restrictions, covenants, and provisions or agreeing to change, modify, or amend said covenants, restrictions, and provisions in whole or in part, and in the event of amendment such amended covenants, restrictions, and provisions shall continue in force in like manner for the balance of that ten (10) year term, and shall in the same way be automatically extended for successive ten (10) year periods. In determining a majority of property owners hereunder, one (1) vote shall be counted for each separate developed lot or developed parcel, and if there is more than one (1) owner of any such developed lot or developed parcel, the vote allocated to such developed lot or developed parcel shall be divided between said owners according to their percentage of ownership interests of record. Any lot or parcel owned by the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin shall be included in such voting with one (1) vote for each such separate lot or parcel and with such votes being exercisable and cast by the action of the Common Council of the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin. Such lots owned by the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin are not required to be developed lots in order to entitle the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin to vote. Each owner, with the exception of the

City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin, shall be limited to one (1) vote.

15. ENFORCEMENT OF COVENANTS:

Any disputes involving these covenants for the Business Park of The City of Whitewater will be decided by the City of Whitewater or its designee.

The enforcement of the restrictions and covenants contained in this Declaration of Restrictions shall be by proceedings of law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages with such election at the option of the enforcing party. Such proceedings may be commenced by any owner or owners of parcels ~~in said Business Park~~ then subjected to these covenants and restrictions or by the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin.

16. MODIFICATION AND AMENDMENT OF ~~DECLARATION OF RESTRICTIONS AND COVENANTS AND RESTRICTIONS:~~

The within restrictions and covenants, except the provisions of paragraph 1, 12 and 13 of these restrictions, may be modified and amended only by the Common Council of the City of Whitewater, which changes shall be effective upon the execution and recording of a written instrument setting forth such changes, adopted and authorized by the majority of the full Common Council of the City of Whitewater.

17. VARIANCES:

Where, in the judgment of the ~~Plan & Architectural Review Board~~ City of Whitewater or its designee, it would be inappropriate to apply literally the provisions of this Declaration of Restrictions and Covenants because exceptional or undue hardship would result, the City of Whitewater or its designee, Plan & Architectural Review Board with the consent of two thirds (2/3) majority may waive or modify any requirements of Sections 2, 3, 4, 5, 6, 7, 9, and 10 of this Declaration of Restrictions and Covenants unless written objections to such waiver or modification signed by more than one-third (1/3) of the owners who would be entitled to vote under the terms of paragraph 14 are timely filed with the City Clerk of the City of Whitewater, in accordance with the following sentence: Not less than ten (10) days prior to the date that the City of Whitewater or its designee intends to act on any such proposed waiver or modification, the City of Whitewater or its designee shall mail to the owners (as reflected in the most recent tax roll records) who would be entitled to vote under the terms of paragraph 14, notification setting forth the proposed waivers and/or modifications and the date on which the City of Whitewater or its designee intends to act on such proposed waivers and/or modifications, and advising in said notice that any objections to any such proposed waivers and/or modifications must be filed in writing with the City Clerk of the City of Whitewater prior to such date. Notwithstanding the above, at such time as more than 50% of the total acreage of the business park subject to these covenants becomes owned and improved by owners other than the City of Whitewater or the Community Development Authority of the City of Whitewater, Wisconsin, then the City of Whitewater, shall, providing it is then an owner, for purposes of determining a ~~two-thirds (2/3) majority~~ more than one-third (1/3) objection, be considered to be the owner of one lot only. ~~All Business Park owners shall be notified in writing of any variance hearing and also as any other requirements by State Statutes.~~

18. REAL ESTATE ADDITIONS TO BUSINESS PARK:

~~The City of Whitewater reserves the right to add other~~ lots and parcels of land ~~may be~~ added to the Business Park from time to time and ~~may be made~~ reserves the right to subject such other lots or parcels to these Amended and Restated Covenants and Restrictions. In the event of the addition of such property, owners of new lots and parcels shall have the same rights and obligations as the owners of the ~~original business park land of~~ lots and parcels now subject to these covenants and restrictions.

19. SEVERABILITY AND INVALIDATION:

Invalidation of any one of these covenants or restrictions contained within this Declaration of Restrictions, by judgment or court order, shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

20. PRIOR DECLARATIONS OF COVENANTS AND RESTRICTIONS:

This Amended and Restated Declaration of Covenants and Restrictions replaces and is superior to ~~any prior Declaration of Restrictions and Covenants~~. Notwithstanding that any the original Covenants and Restrictions as set forth in the original declaration, however application of original covenants and restrictions prior to ~~this adoption~~ recording of this document shall remain in effect and shall be enforceable.

IN WITNESS WHEREOF, The City of Whitewater has caused these presents to be signed by the City Manager, and counter signed by the City Clerk, at Whitewater, Wisconsin, and its corporate seal to be hereunto affixed this ___ day of _____, 2015.

Cameron Clapper, City Manager

Michele Smith, City Clerk

STATE OF WISCONSIN)
) SS:
COUNTY OF WALWORTH)

Personally came before me this ____ day of _____, 2015 the above named Cameron Clapper, City Manager, and Michele Smith, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Walworth Co., WI
My Commission expires: _____.

This instrument was drafted by: Wallace K. McDonell

Department of Administration Community Development Block Grants

CDBG FUNDS ARE USED TO PROMOTE AFFORDABLE HOUSING, SUITABLE LIVING ENVIRONMENTS, AND EXPANDED ECONOMIC OPPORTUNITIES FOR PERSONS WITH LOW TO MODERATE INCOME.

The U.S. Department of Housing and Urban Development (HUD) provides federal funding to States through the Community Development Block Grant (CDBG) program. In turn, states provide CDBG funds to local governments to support their Housing, Community and Economic development activities. In Wisconsin, the program is administered by the Department of Administration (DOA).

DOA handles all CDBG application and contract management activities including the disbursement of grant funds.

The Wisconsin Economic Development Corporation will continue its extensive community and economic development and networking outreach, while DOA will provide financial management and federal reporting expertise for CDBG projects.

The State of Wisconsin offers several Community Development Block Grant (CDBG) tools that can benefit your community. We offer CDBG funding for:

- ✓ Planning
- ✓ Economic Development
- ✓ Public Facilities
- ✓ Public Facility-Economic Development
- ✓ Affordable Housing
- ✓ Emergency Assistance

CDBG Planning Funds

These grant funds support community efforts to improve community vitality by addressing slum and blight and/or address issues that will improve the well-being of low and moderate income individuals. Grants are limited to projects that, if implemented, would meet a CDBG national objective.

- How to apply: annual competitive process. Local units of government can locate materials at our website: <http://doa.state.wi.us/Divisions/Housing/Bureau-of-Community-Development>
- Review process: DOA anticipates a 45 day review time period of applications. Community grant administrators will be required to attend implementation training.

CDBG Economic Development Funds (CDBG-ED)

Grant funds are awarded to local governments to assist businesses to create or retain jobs for individuals with low and moderate income. Examples of eligible projects include business loans to expand facilities or purchase equipment, specialized employee training, or business infrastructure projects.

- How to apply: application process is continuous. Materials are located on our website: <http://doa.state.wi.us/Divisions/Housing/Bureau-of-Community-Development>
- Review process: DOA anticipates a 60 day review time period of applications. Community grant administrators will be required to attend implementation training.

CDBG Public Facility Funds (CDBG-PF)

These funds help support infrastructure and facility projects for communities. Some examples of eligible projects include streets, drainage systems, water and sewer systems, sidewalks, and community centers.

- How to apply: annual competitive process. Application materials and submission instructions are located at <http://doa.state.wi.us/Divisions/Housing/Bureau-of-Community-Development>
- Review process: DOA anticipates a 45 day review time period. Successful applications will receive an award letter which will document the steps required to execute a contract. Community grant administrators will be required to attend implementation training.

Department of Administration Community Development Block Grants

CDBG Public Facility - Economic Development (CDBG-PFED) Funds

Grant funds are awarded to local governments for public infrastructure projects that support business expansion or retention. Examples of eligible applications include new or improved water and sewer service and streets that result in business expansion and job opportunities for low- and moderate-income individuals.

- **How to apply:** application process is continuous. Materials are under development and when completed will be located at: <http://doa.state.wi.us/Divisions/Housing/Bureau-of-Community-Development>
- **Review process:** DOA anticipates a 60 day review time period of applications. Community grant administrators will be required to attend implementation training.

CDBG Affordable Housing Funds

These grant funds help communities improve and expand the supply of affordable housing for low- and moderate-income families. Eligible activities include housing rehab, homeownership assistance, and acquisition, demolition, or site improvements for construction of affordable housing.

- **How to apply:** annual grant with priority given to applications from regions with a lead county agency. Local units can locate materials at our website: <http://doa.state.wi.us/Divisions/Housing>
- **Review process:** DOA anticipates a 60 day review time period of applications. Successful applicants will be required to attend implementation training.

CDBG Emergency Assistance Program (EAP) Funds

This grant fund program assists communities recover from a recent-natural or manmade disaster. Eligible activities include repair of disaster related damage to dwellings, assistance to purchase replacement dwellings, and repair and restoration of public infrastructure and facilities.

- **How to apply:** applications accepted from community within 90 days of the disaster event. Application materials are available at <http://doa.state.wi.us/Divisions/Housing>
- **Review process:** DOA anticipates not more than a 15 day review time period for preliminary approval of applications. Grantees will receive implementation training and technical assistance throughout the grant performance period.

Contact Us

If you have questions about the CDBG program, please contact the DOA Division of Housing at (608)266-7531 or DOADHCD8GCD@wisconsin.gov





WISCONSIN DEPARTMENT OF
ADMINISTRATION

SCOTT WALKER
GOVERNOR
SCOTT A. NEITZEL
SECRETARY

Division of Housing
101 E. Wilson Street, Floor 5
P.O. Box 7970
Madison, WI 53707-7970

Community Development Block Grant (CDBG) - Economic Development Loan

Program Summary:

The State of Wisconsin receives Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) to support economic development projects that spur job creation for low to moderate income (LMI) residents located in Wisconsin communities of under 50,000 residents. The State will grant funds to a municipality. The municipality, in turn, makes a loan to a business for the purpose of job creation.

Loan Amount: Loans up to \$1 million, based on an allowance of up to \$35,000 per job created.

Interest Rate: The interest rate on the loan to the business is 1 percent.

Loan Term: Repayment terms for the business shall not exceed 5 years.

Eligible Uses of CDBG Loan Funds: Loan proceeds can be used by a business to purchase equipment or provide working capital. *Please note: Business loans for equipment require the least federal documentation.*

Job Creation: Project must create/retain jobs and be documented for a period not to exceed 24 months.

Local Match Requirement: The assisted business must bring 50% of the funds to the CDBG project. However, those funds can come from financial institutions, economic development agency, other grants or loans.

Underwriting Criteria: This loan can be subordinated to bank financing. Loan to value (LTV) ratios: General equipment (good resale value) 75%, titled equipment 60%, Industry specific equipment 50%. The loan must be secured with collateral. Balance sheets, Income Statements, Statement of Cash Flow, market conditions are reviewed at the municipal and State level.

Application Process:

Application can be submitted to Wisconsin Department of Administration

Items of Note – Employer/Community Documentation Requirements:

These loans use federal funds; therefore, there are a number of loan documentation requirements:

- CDBG funds must be used to benefit low-to moderate income (LMI) individuals.
- Jobs created must be made available to those LMI individuals - Advertising
- At least 51% of the hires should be LMI individuals.
- Self-certification forms of family income on new hires shall be used to track hiring of LMI.

- Environmental reviews (ERRs) must be completed. Non-construction projects have limited paperwork. Job-pirating is prohibited. The business cannot be lured from one labor market to another with the use of CDBG funds.
- Relocation; eminent domain may not be used to disrupt another business or homeowner for the benefit of business expansion.
- The municipality must follow a CDBG citizen participation plan – i.e., have a public hearing on the proposed use of CDBG funds. A second hearing must be held towards or at the end of the project documenting the results of the project.
- The community must agree to undertake at least three (3) activities to support fair housing: such as posting poster at public office. Municipalities may have financial obligation to repay bad CDBG loans to the State and/or the U.S. Department of Housing and Urban Development (HUD).

Construction Projects:

Due to the loan using federal funds, a number of additional requirements for projects involving construction:

- A Davis-Bacon labor (wage) standard applies to acquisition, building expansion, if adaption or construction occurs.
- Full environmental reviews (ERRs) must be completed for ALL CDBG projects.