



December 18, 2013

John Dickert, Mayor  
City of Racine  
730 Washington Avenue  
Racine, WI 53403

Dear Mayor Dickert:

This letter is intended to serve as an agreement between the City of Racine, hereinafter the "City" and the Racine County Economic Development Corporation, hereinafter the "RCEDC". In accordance with this agreement, the RCEDC agrees to continue to provide technical assistance to the City in initiating and providing lead staff support for a comprehensive brownfield redevelopment program in the City. Such assistance would be coordinated with the Mayor and the Department of City Development.

#### **PURPOSE**

The purpose of the agreement is to further the overall goals of community and economic development by recognizing the critical role that redeveloped brownfield properties play as infrastructure for new business development and the need to compete for state and federal funds to assess and remediate brownfield properties.

As such, the goals of the brownfield program include:

1. Assisting the City in the identification and prioritization of brownfield properties;
2. Seeking and securing local, State and federal funds for the assessment and remediation of these properties;
3. Assisting the City in managing the brownfield projects;
4. Appropriately managing brownfield-related grant funding to ensure the proper use of these funds and the reporting that is necessary to the funding source;
5. Working with the City in preparing grant closure documentation following the completion of the grant project(s); and
6. Collaborating with the RCEDC business development staff to make prospects aware of the availability of the remediated sites.

#### **AGREEMENT**

The RCEDC agrees to provide direct brownfield redevelopment technical assistance to the City. Such assistance will include assigning a lead economic development staff person for the assistance that is being provided to the City who, together with other RCEDC staff members, will expend his/her best efforts to continue this already successful program.

The brownfield redevelopment services to be provided by the RCEDC will consist of meeting the goals identified above. Specifically, the following have been identified as a part of the 2014 activity:

ACTIVE BROWNFIELD GRANTS (under contract with City or RDA)

- (1) U.S. Environmental Protection Agency – Brownfields Cleanup Revolving Loan Fund Grant - \$1,000,000, and
- (2) U.S. Environmental Protection Agency – Site Assessment Grant - \$400,000
- (3) Wisconsin Economic Development Corporation (WEDC) Site Assessment Grant – Racine Steel Castings Site - \$119,719
- (4) Wisconsin Economic Development Corporation (WEDC) Site Assessment Grant – Harborside - \$150,000
- (5) U.S. Environmental Protection Agency – Cleanup Grant - \$200,000 for Harborside

ACTIVE ROOTWORKS GRANTS (under RCEDC, but managed for City)

- (6) SC Johnson Fund - \$30,000 grant for RootWorks implementation (Year Two, awarded in December, 2013)
- (7) WI Coastal Management grant - \$30,000 for RootWorks Riverfront Promenade Design
- (8) Fund For Lake Michigan - \$50,000 – for RootWorks Implementation

OTHER GRANT SUBMISSIONS PENDING FOR 2014 (but not yet awarded)

- (1) US EPA Cleanup Grant Applications (2) for Racine Steel Casting (to be submitted in Jan. 2014)
- (2) US EPA Site Assessment Grant Application - \$400,000 (to be submitted in Jan. 2014)
- (3) WI Coastal Management Grant Application (submitted November 2013) for North River Boardwalk - +/- \$100,000
- (4) Fund for Lake Michigan Grant Application for Year Two RootWorks Implementation, West Bluff Overlook engineering design, CNH Boardwalk and Belle Harbor - +/- \$300,000 (to be submitted in January, 2014)

The above grants as well as previous year’s activities are summarized in the following table:

Year	Grants Managed	Funds Managed	Required Grant Reports
2012	3	\$ 1,500,000	16
2013	9	\$ 2,079,719	18
<b>2014*</b>	<b>14</b>	<b>\$ 3,209,719</b>	<b>55+</b>

\*There are 5 pending brownfield and/or contract related grant applications pending for 2014.

**The amount for funds managed and required reports represents total if all grants are awarded.**

### **Marketing and Recruitment Activities**

RCEDC will continue to market former brownfield sites as part of the general economic development contract including; Southside Industrial Park (SSIP), Harborside (former Walker Manufacturing Redevelopment Area), and the Racine Steel Castings Redevelopment Area. Marketing strategies that may be employed include:

- Updating/expanding brownfield property listing sheets and website content,
- Developing/updating brownfields program resources/information on RCEDC website,
- Posting relevant brownfields information through social media channels (Facebook and LinkedIn)
- Implementing strategies reflecting input/goals from City Development.

### **Advisory Committees and Applying for Grant Funds**

In addition to the above, in late 2012, the City requested, and the RCEDC agreed to provide as part of this contract, assistance in project management for the Root River Redevelopment Project (RootWorks) and Uptown Neighborhood Strategic Plan, as well as future neighborhood based redevelopment initiatives that are based on the project priorities identified in the document entitled “Racine Economic Development Project Opportunities”.

As a part of this effort, the RCEDC created the Racine Economic Development Advisory Committee that is providing input for the redevelopment initiatives, as well as Project Management Teams (PMT) for the RootWorks and Uptown initiatives. The PMT committees consist of individuals representing organizations responsible for assisting in successfully implementing the projects, along with the appropriate City staff.

Through this initiative, the City has utilized the RCEDC to apply for State and federal funds, as well as specifically applying for funds that are only available to private non-profit organizations.

As a part of these projects, the RCEDC has assumed a variety of new duties and has invested appreciable more staff time. Tasks associated with this work include, but are not limited to:

1. Staffing and therefore attending all meetings of the Racine Economic Development Advisory Committee and attending all meetings of the Root River and Uptown Project Management Teams as a technical consultant;
2. Writing and co-writing grant application to fund the consultant staffing costs (Vandewalle and Associates) associated with these projects, which to date total \$150,000 in grant awards (with another \$30,000 pending);

3. The ongoing management of grant contracts to ensure compliance with the grant agreements, including meeting all grant reporting requirements and approval of the disbursement of funds to consultants;
4. Meeting with developers that are considering projects in the redevelopment areas and performing analysis of the project pro formas.
5. Participation in meetings designed to enhance the potential of the redevelopment projects. Examples of 2013 meetings included:
  - a. A two-day Wingspread Conference on the Root River Redevelopment and future funding opportunities.
  - b. A full day meeting and tour with the Wisconsin Historic Preservation Officer relative to seeking designation of City buildings in the redevelopment area as historic.
  - c. Testifying before State Legislative Committees relative to a bill that was eventually signed into law that allows historic tax credits for non-designated buildings built prior to 1937.

#### **TIME PERIOD FOR THIS AGREEMENT AND COMPENSATION**

The above-referenced assistance will be provided by the RCEDC staff during the time period beginning January 1, 2014 to December 31, 2014. The cost to the City of Racine for this assistance is \$66,650. Invoices will be issued to the City following the end of each calendar quarter. The cost of developing any additional materials, significant printing and mailing of items necessary to implement these services and expenses relative to conducting targeted marketing initiatives outside the scope of the Agreement will be negotiated on an as necessary basis and included as an addendum to this contract.

#### **INDEPENDENT CONTRACTOR**

RCEDC shall be an independent contractor of the City. Neither RCEDC nor any of its officers, employees, or agents shall be considered to be an employee of the City as a result of the obligations undertaken pursuant to this agreement. RCEDC's officers, employees and agents shall make no commitments or representations to third parties without prior approval of the City. In addition, RCEDC hereby holds harmless the City and its departments, officers, employees and agents from and against all claims, demands and liability for damages to third persons of any type whatever arising solely out of the actions of RCEDC under this agreement.

#### **LIABILITY INSURANCE**

The RCEDC is to carry liability insurance and list the City of Racine as an additional insured on the policy.

## **TERMINATION**

This agreement may be terminated by either party upon thirty (30) days written notice in the event of default by the other party of any material provision hereof which remains unremedied for thirty (30) days following written notice of such default.

## **NOTICES**

Notices under this agreement shall be mailed by registered mail to the City Clerk, 730 Washington Avenue, Racine, WI 53403, for the City, and to Gordon Kacala, Executive Director, 2320 Renaissance Boulevard, Sturtevant WI 53177, for RCEDC, or shall be personally served on either said person or the person in charge of either respective office.

## **ASSIGNMENT:**

RCEDC agrees that it will not assign this agreement or any portion thereof, or any of its responsibilities hereunder, to any other party without first obtaining the written permission of the City.

If the terms and conditions of this proposal are satisfactory, please sign the two original documents where indicated on Page Six and return to the RCEDC for RCEDC final signature.

Sincerely,

Gordon Kacala  
Executive Director

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day of \_\_\_\_\_, 2014.

**CITY OF RACINE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**RACINE COUNTY ECONOMIC  
DEVELOPMENT CORPORATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Gordon M. Kacala,  
Executive Director

Approved as to form:

\_\_\_\_\_  
Robert Weber,  
City Attorney

Provisions have been made to pay the liability that will accrue hereunder.

\_\_\_\_\_  
David Brown,  
Finance Director