



December 21, 2011

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, Department of City Development, Common Council and City Redevelopment Authority.

PURPOSE

The purpose of the agreement is to further the overall goals of community development by recognizing the critical role that redeveloped brownfield properties play as infrastructure for new business development. As such, the goals of the brownfield program include: the provision of land for new business development in order to supplement the limited greenfield properties in the City

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 the following:

1. Preparation, follow up and tracking of new grant applications that may be necessary to fund existing or new brownfield redevelopment projects.
2. Monitoring and meeting reporting requirements of any approved grant applications including, but not limited to, the following:

ACTIVE GRANTS

- (1) Wisconsin Department of –Natural Resources- Site Assessment Grant for 1425 N. Memorial Drive - \$100,000 (closing date of April 23, 2012);
 - (2) U.S. Environmental Protection Agency – Brownfields Cleanup Revolving Loan Fund Grant - \$1,000,000, and
 - (3) U.S. Environmental Protection Agency – Site Assessment Grant - \$400,000
3. Attend City staff and/or meetings of public officials, including State and federal, to provide information on the progress of submitting new grant applications and/or the monitoring of existing grant awards.
 4. Provide on-going brownfield redevelopment coordination services for the following projects:
 - (1) Racine Steel Castings Redevelopment Area;
 - (2) Walker Manufacturing Redevelopment Area.
 5. Work with City staff when requested to identify and evaluate brownfield sites for future redevelopment potential, including the identification of grants or other financial assistance necessary to move the project forward. Based on the City's shortage of available greenfield space, this item is vital for the City's future economic development. (Potential key areas include: Racine Street Industrial Area South of SSIP, CNH South Property currently in Mt. Pleasant on Hwy. 32, Horlick Malted Milk Redevelopment Area and Riverbend Root River Redevelopment Area).
 6. Assistance regarding redevelopment matters relative to new projects that arise during the year, on an as-needed basis.

Develop Marketing and Recruitment Activities

RCEDC will expand its marketing efforts of the Southside Industrial Park (SSIP), Walker Manufacturing Redevelopment Area, and the Racine Steel Castings Redevelopment Area. RCEDC will also explore options of recruiting new and existing businesses as well as developers to these locations. Marketing strategies that may be employed include;

- Updating/expanding brownfield property listing sheets and website listings,
- Increasing outreach efforts to brokers,
- Updating signage in Southside Industrial Park,
- Developing brownfields webpage on RCEDC website,
- Posting relevant brownfields information through social media channels (Facebook),
- Developing new marketing strategies reflecting input/goals from City Development.

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, 2012 to December 31, 2012. The cost to the City of Racine for this assistance is \$55,000. Payments will be made on the first week of January 2012 or as soon after as possible, and during the first week of each quarter thereafter, upon the receipt of an invoice from the RCEDC. 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 Five and return to the RCEDC for RCEDC final signature.

Sincerely,

A handwritten signature in black ink, appearing to read "Gordon Kacala". The signature is fluid and cursive, with the first name "Gordon" and last name "Kacala" clearly distinguishable.

Gordon Kacala
Executive Director

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day of _____, 20____.

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

