

DRAFT

December 16, 2009

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, City Council, City Economic Development Committee, and City Redevelopment Authority.

PURPOSE

The purpose of the agreement is to further the overall goals of community development by facilitating job growth and investment, resulting in accrued revenues and wealth for the City, through interagency cooperation and brownfield redevelopment services provided by the RCEDC.

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 of any new grant applications that may be necessary to fund existing or new brownfield redevelopment projects.
2. Providing follow-up information and tracking of any new applications to ensure that the potential funding source is fully aware of the project opportunities that are represented by the grant application.

3. Working with the City to meet any grant approval requirements that are identified by the granting agency to ensure that the funds are received by the City.
4. Monitoring and meeting reporting requirements of any approved grant applications including, but not limited to, the following:

NEAR CLOSURE

- (1) Wisconsin Department of Commerce – Brownfields Grant No. 3 - \$60,300

PENDING GRANTS

- (1) U.S. Environmental Protection Agency Revolving Loan Fund
Fund FY2010- \$1,000,000
- (2) Wisconsin Department of Natural Resources Site Assessment Grant (Large) -
Racine Steel Castings Redevelopment Area - \$100,000
- (3) Wisconsin Department of Natural Resources Site Assessment Grant (Small) -
Racine Steel Castings Redevelopment Area - \$30,000

OTHER

- (1) U.S. Environmental Protection Agency FY2010 Site Assessment Grant –
\$1,000,000 – Coalition grant applied for by Racine County, City of West Allis
and Village of West Milwaukee. City of Racine brownfield sites would be
eligible to utilize \$300,000 plus in funds should the grant be awarded.
5. Attending City staff and/or meetings of public officials, as well as State and Federal
officials to provide information on the progress of submitting new grant applications
and/or the monitoring of existing grant awards.
6. Providing on-going brownfield redevelopment coordination services for the following
projects:
 - (1) Jacobsen Textron – Southside Industrial Park (SSIP);
 - (2) Coordinating with existing businesses in the vicinity of the SSIP;
 - (3) Horlick Malted Milk Redevelopment Area;
 - (4) Former UPEC facility at 1500 N. Memorial Drive;
 - (5) Racine Steel Castings Redevelopment Area;
 - (6) Riverbend Root River Redevelopment Area;
 - (7) Walker Manufacturing Redevelopment Area;
 - (8) Small brownfield sites located throughout the City, and
 - (9) Adams Outdoor Advertising.

7. Work with City staff 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, S. Memorial Drive South of SSIP, and CNH Property in Mt. Pleasant on Hwy. 32.)
8. Common Council and RDA: RCEDC will continue to provide staff services to the Redevelopment Authority and attend Council meetings when appropriate.
9. Assistance regarding redevelopment matters relative to new projects that arise during the year, on an as-needed basis.

Developer Marketing and Attraction Activities

1. The RCEDC will create and maintain an inventory of significant, marketable industrial and commercial buildings and land sites in the City and a system for providing this information to interested parties. RCEDC will input, and keep current, a listing of the City-owned brownfield land for sale on the website www.choosemilwaukee.com.
2. RCEDC will broaden its marketing efforts of the SSIP, Walker Manufacturing Redevelopment Area, and the Racine Steel Castings Redevelopment Area and explore options of attracting new and existing businesses as well as developers to these locations.

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, 2010 to December 31, 2010. The cost to the City of Racine for this assistance is \$55,000. Payments will be made on the first week of January 2010 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 and significant printing and mailing of items necessary to implement these services are outside the scope of the Agreement and will be negotiated on an as necessary basis.

INDEPENDENT CONTRACTOR

RCEDC shall be an independent contractor of the City. Neither RCEDC or 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.

John Dickert, Mayor
City of Racine
2010 City of Racine Brownfield Contract
Page 4

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,

Gordon Kacala
Executive Director

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day of _____, 2008.

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