



November 29, 2010

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;

- (2) U.S. Environmental Protection Agency – Brownfields Cleanup Revolving Loan Fund Grant - \$1,000,000, and
- (3) Wisconsin Department of Natural Resources – WI Plant Recovery Initiative - Assessment Money Grant for Shurpac (1700 Phillips Ave.) – direct service award.

#### PENDING GRANTS

- (1) U.S. Environmental Protection Agency – Site Assessment Grant - \$400,000 (award announcements in Spring 2011).
3. Attending 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. Providing on-going brownfield redevelopment coordination services for the following projects:
  - (1) Southside Industrial Park (SSIP) (marketing);
  - (2) Racine Steel Castings Redevelopment Area;
  - (3) Walker Manufacturing Redevelopment Area, and
  - (4) 1918 DeKoven Avenue (property transfer).
5. 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 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.

#### **Developer Marketing and Recruitment Activities**

1. RCEDC will broaden its marketing efforts of the SSIP, Walker Manufacturing Redevelopment Area, and the Racine Steel Castings Redevelopment Area and explore options of recruiting 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, 2011 to December 31, 2011. The cost to the City of Racine for this assistance is \$55,000. Payments will be made on the first week of January 2011 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 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.

### **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 Four 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 \_\_\_\_\_, 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