



Whitewater CDA - AGENDA  
Monday, December 13, 2010  
4:30 PM  
CDA Board of Directors  
1<sup>st</sup> Floor Community Room - 312 W Whitewater Street  
Whitewater, WI 53190

1. Call to order and roll call
2. Approval of the Agenda
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.*
4. Approval of the November 15, 2010 Minutes
5. Discussion and Possible Action on Strategy for Marketing in 2011
6. Discussion and Possible Action on Renewal of Business Park Vacant Property Listing Contract with Equity Commercial and/or other Brokerage Firms
7. **Discussion and Possible Action on Whitewater Technology Park**
  - a. **MOU – CITY OF WHITEWATER, CITY OF WHITEWATER COMMUNITY DEVELOPMENT AUTHORITY, and the WHITEWATER-UNIVERSITY TECHNOLOGY PARK, INCORPORATED**
  - b. Innovation Manager Search
  - c. Economic Development Administration Update
  - d. Infrastructure Updates
    - i. Starin Road Extension
    - ii. Tech Park Infrastructure
8. CDA Coordinator Updates
  - a. Business Park Wetland/Ditch Project
  - b. 25x2025 Planning Grant Status
9. Adjourn to closed session at approximately 5:35PM to reconvene approximately 5:45PM per Wisconsin State Statutes 19.85 (1)(e). Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session
  - a. Economic Development Loan Application for DR Plastics
  - b. Economic Development Loan Extension Request, 226 Whitewater Street, Whitewater, WI
  - c. Economic Development Loan Extension Request(s), 333 West Center Street, Whitewater, WI
  - d. Façade Loan Extension Request, 333 West Center Street, Whitewater, WI
10. Reconvene and Roll Call
11. Discussion and Possible Action on Economic Development Loan for DR Plastics
12. Discussion and Possible Action on Economic Development Loan Extension Request, 226 Whitewater Street, Whitewater, WI
13. Discussion and Possible Action on Economic Development Loan Extension Request, 333 West Center Street, Whitewater, WI
14. Discussion and Possible Action on Façade Loan Extension Request, 333 West Center Street, Whitewater, WI

**15. Future Agenda Items**

**16. 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.*



**Whitewater CDA – MIN  
UTES  
Monday, November 15, 2010  
4:15 PM  
CDA Board of Directors & Technology Park Board  
1231 Innovation Drive  
Whitewater, WI 53190**

**1. Call to order and roll call**

Tom Miller called the meeting to order at 4:15PM.

CDA Present: Jim Allen, Jeff Knight, Alan Marshall, Tom Miller, Al Stanek,

CDA Absent: Patrick Singer, Jim Stewart

Tech Park Board Present: Bud Gayhart, Jeff Knight, Chancellor Telfer, Kevin Brunner

Others Present: Mary Nimm, Mike Vandenbosh – WCEDA, Denise Ehlen – UW-W, Doug Saubert (@5:05PM)

**2. Approval of the Agenda**

Jeff Knight motioned to approve the agenda. Allen Seconded.

Ayes: Allen, Knight, Marshall, Miller, Stanek

Absent: Singer, Stewart

The motion to approve the agenda passed on a voice vote.

**3. Innovation Center Tour**

Neal Day, JP Cullen took both boards on a tour of the facility.

**4. Discussion and Possible Action on Whitewater Technology Park**

**a. Facilities Management/Operations**

**b. Innovation Center Lease Agreement Review Process**

**c. Innovation Manager Search**

**d. Economic Development Administration Update**

**e. Infrastructure Updates**

**i. Starin Road Extension – C&G in, 1<sup>st</sup> lift asphalt shall be in this week, road open in spring**

**ii. Tech Park Infrastructure – same as above**

Brunner – we need to work on two Memorandums of Understanding (MOU). First MOU shall be between the CDA & Technology Park Board (TPB) for management of the building and management of the Tech Park. Items to include are:

Marketing – Innovation Center and Tech Park – who is responsible for marketing; Lease Rates; Facility usage policy; Tenant Relations; Tech Transfer; Hiring and oversight of Manager; Facility Services – snow plowing, lawn moving, maintenance; IT; Fiber; Budgeting and Finances; Insurance; Building Sinking Fund; Naming rights; and Reporting to CDA. The items listed are not all-inclusive.

The second MOU shall be between the TPB & UW-W as it regards to services provided by UW-W in exchange for space in IC. Two examples include services provided by the University includes ICiT and the Innovation Center Manager.

Telfer – if the Tech Park Board is to run the property, we need to work out an arrangement to run the Tech Park to at a minimum, prevent misunderstandings now and in the future.

Stanek – if we were to prioritize, based on this list, what would be at the top?

Brunner – there has been no marketing, there is also a need facility services and the building has to operate, technology systems in building need to be operating, plus we have to consider long-term maintenance.

Allen – did we give CESA a different lease rate?

Brunner – rates for CESA are lower than other tenant rates, however when you include services provided by CESA they will compare to the other rates. Rates also reflect services provided by UWW and will vary by space,

Allen – is marketing of the Tech Park and Innovation Center built into CDA budget?

Brunner – no, funds are not in the CDA budget to Market the Innovation Center and Tech Park. The TPB will be reporting to CDA

Knight – perhaps there shall be annual reporting

Stanek – can EDA funds be used for marketing? Best interest to spend the grant funds. Signage on HWY 12?

Allen – signage for front of building?

Brunner – hope is to have a draft agreement/MOU by December 15 for the next CDA meeting.

Stanek – electronic Kiosk, connected to UWW?

Knight – would like to have Attorney Simon review agreements in addition to McDonell. Think in terms, if there is a shortfall, where is the risk and who picks that up?

**5. Adjourn to closed session at approximately 5:00PM to reconvene approximately 5:30PM per Wisconsin State Statutes 19.85 (1)(e). Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session**

**a. Economic Development Loan Application for DR Plastics**

**b. Economic Development Loan Extension Request, 226 Whitewater Street, Whitewater, WI**

Tom Miller motioned to adjourn to closed session at 5:07PM. Miller invited Attorney Simon and Mike Vandenbosh to participate in agenda item 5.a.

CDA Present: Jim Allen, Jeff Knight, Alan Marshall, Tom Miller, Al Stanek,

CDA Absent: Patrick Singer, Jim Stewart

Others Present: Mary Nimm, Mike Vandenbosh – WCEDA (until 5:30PM), Attorney Simon (until 5:30PM)

**6. Reconvene and Roll Call**

Tom Miller motioned to reconvene at 5:43PM.

Present: Allen, Knight, Marshall, Miller, Stanek

Absent: Singer, Stewart

Others present: Nimm, Brunner, Saubert

**7. 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.*

**8. Approval of the October 25, 2010 Minutes**

Al Stanek motioned to approve the October 25, 2010 Minutes. Allen seconded.

Ayes: Allen, Knight, Marshall, Miller, Stanek

Nays: None

Absent: Singer, Stewart

The motion to approve the minutes passed on a voice vote.

**9. August, September and October 2010 Financials**

Jim Allen motioned to approve the August, September and October 2010 financials. Marshall seconded.

Ayes: Allen, Knight, Marshall, Miller, Stanek

Nays: None

Absent: Singer, Stewart

The motion to approve the financials passed on a voice vote.

**10. Discussion and Possible Action on Economic Development Loan Manual Updates**

Nimm noted that in an attempt to simplify the process in the Loan Manual and to correct some process errors, she has suggested language changes highlighted and/or crossed-through in the manual. Nimm noted that she has discussed the changes with the Department of Commerce and they believe the changes follow Commerce guidelines. Nimm asked the board to consider approving moving forward with making changes and correcting the manual noting that all changes will be reviewed by Attorney Simon and approved by the Department of Commerce.

Al Stanek motioned to have Nimm proceed with making the changes and corrections to the Economic Development Loan Manual with review of changes by Simon and approval of changes by the Wisconsin Department of Commerce. Marshall seconded.

Ayes: Allen, Knight, Marshall, Miller, Stanek

Nays: None

Absent: Singer, Stewart

The motion to approve moving forward with changes to the manual passed on a roll-call vote.

**11. Update/Report from Housing Subcommittee**

Knight – noted that to date, there has been two meetings with approximately 9 persons on the committee. The committee is making progress and a recommendation will be made. The next meeting is scheduled for December 1. The committee is looking at approximately 11 properties, each with different degrees of need.

Miller – noted that the committee is working to prioritize need.

**12. Discussion and Possible Action on Economic Development Loan for DR Plastics**

No Action taken.

**13. Discussion and Possible Action on Economic Development Loan Extension Request, 226 Whitewater Street, Whitewater, WI**

Knight motioned to authorize Nimm to enter into discussions related to the request for an extension of the loan terms and to request a report from the client and to then bring a recommendation to the CDA at the December meeting so that the committee has a better understanding of need prior to taking action. Marshall seconded.

Ayes: Allen, Knight, Marshall, Miller, Stanek

Nays: None

Absent: Singer, Stewart

The motion to enter into discussions with the client passed on a voice vote.

**14. Future Agenda Items**

Revised ED Loan Manual

Marketing Plan Update

Loan Reviews – DR Plastics, 226 Whitewater Street

MOU's – CDA and TPB, UW-W and TPB

**15. Adjourn**

Jim Allen motioned to adjourn at 6:05PM. Stanek seconded.

*Respectfully Submitted,*

*Mary S Nimm, CDA Coordinator*

**WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL**

**1 SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**

2 ■ **PROPERTY DESCRIPTION:** Street address is: City of Whitewater Business Park \*\* See lines 258-260  
3 in Section approx 100 acres in the City of Whitewater, County of Walworth,  
4 Wisconsin. Insert additional description, if any, at lines 254-261 or attach as an addendum per lines 262-264.

5 ■ **LIST PRICE:** \_\_\_\_\_ Dollars (\$ 34,900 per acre).

6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 10-11,  
7 and the following items: None

8  
9 ■ **NOT INCLUDED IN LIST PRICE:** CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will  
10 continue to be owned by the lessor. (See lines 212-217): None

11  
12 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is  
13 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,  
14 agreements or conservation easements, (county, state or federal): None

15  
16 ■ **USE VALUE ASSESSMENT:** Seller represents that ~~(all or some of the Property)~~ (none of the Property) **STRIKE**  
17 **ONE** has been assessed as agricultural property under use value law.

18 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:  
19 None

20 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is  
21 subject to the following special zoning, land use, development restrictions or other conditions affecting the Property:  
22 None

23 ■ **MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property.  
24 Seller agrees that Broker may market Seller's personal property identified on lines 7-8 during the term of this Listing.  
25 Broker's marketing may include: signage, brochures, direct mail, broker open house event, cold  
26 calling, internet marketing, and Broker's best efforts.

27 Broker may advertise the following special financing and incentives offered by Seller: None.  
28  
29 \_\_\_\_\_ . Seller has a duty to cooperate with Broker's marketing  
30 efforts. See lines 84-90 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential  
31 buyer known to Seller. Seller agrees that Broker may market other properties during the term of this Listing.

32 ■ **OCCUPANCY:** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.  
33 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for  
34 personal property belonging to current tenants, sold to buyer or left with buyer's consent.

35 ■ **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The parties agree that Broker will work  
36 and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents  
37 (agents from other companies engaged by Broker - See lines 148-151) and brokers representing buyers. Cooperation  
38 includes providing access to the Property for showing purposes and presenting offers and other proposals from these  
39 brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be  
40 allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: Property may be  
41 sold in less than its entirety at roughly \$34,900.

42 CAUTION: Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.

43 ■ **EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing  
44 contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing.  
45 Within seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers.  
46 The following other buyers are excluded from this Listing until \_\_\_\_\_ **INSERT DATE** :  
47 None

48 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,  
49 Seller has either accepted an offer from the buyer or sold the Property to the buyer.

50 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: 5% to commercial  
51 brokers . (Exceptions if any): non-commercial brokers negotiated

52 ■ **COMMISSION:** Broker's commission shall be 10% if cobrokered and 7% if sold "in-house"  
53 Seller shall pay Broker's commission, which shall be earned, if, during the term of this Listing:

- 54 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 55 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 56 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 57 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A buyer is procured for the Property by Broker, by Seller, or by any other person, at no less than the price and on  
 58 substantially the same terms set forth in this Listing and in the standard provisions of the current WB-13 VACANT  
 59 LAND OFFER TO PURCHASE, even if Seller does not accept this buyer's offer. (See lines 222-225 regarding  
 60 procurement.)

61 A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1)  
 62 or 2) above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be calculated on the  
 63 fair market value of the Property exchanged under 3) if the exchange involves less than the entire Property or on the fair  
 64 market value of the Property to which an effective change in ownership or control takes place, under 4) if the transaction  
 65 involves less than the entire Property. Once earned, Broker's commission is due and payable in full at the earlier of closing  
 66 or the date set for closing, unless otherwise agreed in writing. Broker's commission shall be earned if, during the term of  
 67 the Listing, one owner of the Property sells, conveys, exchanges or options an interest in all or any part of the Property to  
 68 another owner, except by divorce judgment.

69 NOTE: A sale, option, exchange or procurement of a buyer for a portion of the Property does not terminate the Listing as to  
 70 any remaining Property.

71 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Buyer. Upon  
 72 receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly deliver to  
 73 Seller a written list of those buyers known by Broker to whom the extension period applies. Should this Listing be  
 74 terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected  
 75 Buyers, on the same terms, for one year after the Listing is terminated.

76 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent a  
 77 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Broker  
 78 (firm). Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the  
 79 Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)'  
 80 supervising broker. Seller and Broker agree that any termination of this Listing by either party before the date stated on  
 81 line 269 shall be indicated to the other party in writing and shall not be effective until delivered to the other Party in  
 82 accordance with lines 206-211. CAUTION: Early termination of this Listing may be a breach of contract, causing the  
 83 terminating party to potentially be liable for damages.

84 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's  
 85 marketing efforts and to provide Broker with all records, documents and other material in Seller's possession or control  
 86 which are required in connection with the sale. Seller authorizes Broker to do those acts reasonably necessary to  
 87 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,  
 88 Internet advertising or a lockbox system on Property. Seller shall promptly notify Broker in writing of any potential buyers  
 89 with whom Seller negotiates during the term of this Listing and shall promptly refer all persons making inquiries  
 90 concerning the Property to Broker.

91 ■ **LEASED PROPERTY:** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign  
 92 Seller's rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations)  
 93 thereunder to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by  
 94 tenant(s). CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the  
 95 lease(s) unless released by tenants.

96 ■ **BROKER DISCLOSURE TO CLIENTS:**

97 **UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:**

- 98 (a) The duty to provide brokerage services to you fairly and honestly.  
 99 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.  
 100 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request  
 101 it, unless disclosure of the information is prohibited by law.  
 102 (d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the  
 103 information is prohibited by law. (See Lines 218-221)  
 104 (e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential  
 105 information or the confidential information of other parties. (See Lines 157-173)  
 106 (f) The duty to safeguard trust funds and other property the broker holds.  
 107 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
 108 advantages and disadvantages of the proposals.

109 ■ **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE  
 110 BROKER'S CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:**

- 111 (a) The broker will provide, at your request, information and advice on real estate matters that affect your transaction,  
 112 unless you release the broker from this duty.  
 113 (b) The broker must provide you with all material facts affecting the transaction, not just adverse facts.  
 114 (c) The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are  
 115 within the scope of the agency agreement.  
 116 (d) The broker will negotiate for you, unless you release the broker from this duty.  
 117 (e) The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by

118 law, give information or advice to other parties who are not the broker's clients, if giving the information or advice is  
119 contrary to your interests.

120 (f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation  
121 relationship"), different duties may apply.

122 ■ **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY:**

123 ■ A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a  
124 party in the same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction  
125 consent, the broker may provide services to the clients through designated agency.

126 ■ Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the  
127 other client or clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide  
128 information, opinions, and advice to the client for whom the salesperson is negotiating, to assist the client in the  
129 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
130 information, opinions, or advice gives the client advantages in the negotiations over the broker's other clients. A  
131 salesperson will not reveal any of your confidential information to another party unless required to do so by law.

132 ■ If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship.  
133 If you authorize a multiple representation relationship the broker may provide brokerage services to more than one  
134 client in a transaction but neither the broker nor any of the broker's salespersons may assist any client with  
135 information, opinions, and advice which may favor the interests of one client over any other client. If you do not  
136 consent to a multiple representation relationship the broker will not be allowed to provide brokerage services to more  
137 than one client in the transaction.

138 **INITIAL ONLY ONE OF THE THREE LINES BELOW:**

139 \_\_\_\_\_ I consent to designated agency.

140 \_\_\_\_\_ I consent to multiple representation relationships, but I do not consent to designated agency.

141 \_\_\_\_\_ I reject multiple representation relationships.

142 NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION  
143 RELATIONSHIPS BY WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS REQUIRED TO DISCLOSE TO  
144 YOU IN YOUR AGENCY AGREEMENT THE COMMISSION OR FEES THAT YOU MAY OWE TO YOUR BROKER. IF YOU HAVE  
145 ANY QUESTIONS ABOUT THE COMMISSION OR FEES THAT YOU MAY OWE BASED UPON THE TYPE OF AGENCY  
146 RELATIONSHIP YOU SELECT WITH YOUR BROKER YOU SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY  
147 AGREEMENT.

148 ■ **SUBAGENCY:** The broker may, with your authorization in the agency agreement, engage other brokers who assist  
149 your broker by providing brokerage services for your benefit. A subagent will not put the subagent's own interests  
150 ahead of your interests. A subagent will not, unless required by law, provide advice or opinions to other parties if doing  
151 so is contrary to your interests.

152 **PLEASE REVIEW THIS INFORMATION CAREFULLY. A broker or salesperson can answer your questions about**  
153 **brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an**  
154 **attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes**  
155 **and is for information only. It is a plain language summary of a broker's duties to you under section 452.133 (2) of**  
156 **the Wisconsin statutes.**

157 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** Broker will keep confidential any information given to Broker in  
158 confidence, or any information obtained by Broker that he or she knows a reasonable person would want to be kept  
159 confidential, unless the information must be disclosed by law or you authorize Broker to disclose particular information.  
160 Broker shall continue to keep the information confidential after Broker is no longer providing brokerage services to you.  
161 The following information is required to be disclosed by law:

- 162 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 218-221).
- 163 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property  
164 or real estate that is the subject of the transaction.

165 To ensure that the Broker is aware of what specific information you consider confidential, you may list that information  
166 below (see lines 168-170). At a later time, you may also provide the Broker with other information you consider to be  
167 confidential.

168 **CONFIDENTIAL INFORMATION:** None.

169 \_\_\_\_\_

170 \_\_\_\_\_

171 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): None.

172 \_\_\_\_\_

173 \_\_\_\_\_

174 ■ **SELLER'S DISCLOSURE REPORT:** Wisconsin Administrative Code Chapter RL 24 requires listing brokers to  
175 make inquiries of the Seller on the condition of the Property and to request that Seller provide a written response to  
176 Broker's inquiry. Seller agrees to complete a seller's disclosure report to the best of Seller's knowledge. Seller agrees  
177 to amend the report should Seller learn of any defect(s) after completion of the report but before acceptance of a buyer's  
178 offer to purchase. Seller authorizes Broker to distribute the report to all interested parties and their agents inquiring  
179 about the Property and acknowledges that Broker has a duty to disclose all material adverse facts as required by law.

180 ■ **SELLER REPRESENTATIONS REGARDING DEFECTS:** Seller represents to Broker that as of the date of this  
 181 Listing, if a seller's disclosure report or other form of written response to Broker's inquiry regarding the condition of the  
 182 Property has been made by the Seller, the Seller has no notice or knowledge of any defects affecting the Property other  
 183 than those noted on Seller's disclosure report or written response.

184 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**  
 185 **DAMAGES AND COSTS.**

186 ■ **OPEN HOUSE AND SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage  
 187 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
 188 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
 189 hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring  
 190 during "individual showings" or "open houses" other than those caused by Broker's negligence or intentional  
 191 wrongdoing. Seller acknowledges that individual showings and open houses may be conducted by licensees other  
 192 than Broker, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by  
 193 Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may  
 194 photograph or videotape Property unless otherwise provided for in additional provisions at lines 254-261 or in an  
 195 addendum per lines 262-264.

196 ■ **DEFINITIONS:**

197 **ADVERSE FACT:** An "adverse fact" means any of the following:

198 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 199 1) Significantly and adversely affecting the value of the Property;
- 200 2) significantly reducing the structural integrity of improvements to real estate; or
- 201 3) presenting a significant health risk to occupants of the Property.

202 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her  
 203 obligations under a contract or agreement made concerning the transaction.

204 **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the  
 205 event occurred and by counting subsequent calendar days.

206 **DELIVERY:** Delivery of documents or written notices related to this Listing may only be accomplished by:

- 207 1) giving the document or written notice personally to the party;
- 208 2) depositing the document or written notice postage or fees prepaid or charged to an account in the U.S. Mail or a  
 209 commercial delivery system, addressed to the party, at the party's address (See lines 275, 281 and 287.);
- 210 3) electronically transmitting the document or written notice to the party's fax number (See lines 277, 283 and 289.); or,
- 211 4) as otherwise agreed in additional provisions on lines 254-261 or in an addendum to this Listing.

212 **FIXTURES:** A "fixture" is an item of property which is physically attached to or so closely associated with land so as to  
 213 be treated as part of the real estate, including, without limitation, physically attached items not easily removable  
 214 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,  
 215 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings  
 216 on permanent foundations and docks/piers on permanent foundations.

217 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

218 **MATERIAL ADVERSE FACT:** A "material adverse fact" means an adverse fact that a party indicates is of such  
 219 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable  
 220 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction  
 221 or affects or would affect the party's decision about the terms of such a contract or agreement.

222 **PROCURE:** A buyer is procured when, during the term of the Listing, an enforceable contract of sale is entered into  
 223 between the Seller and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written  
 224 offer at the price and on substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer  
 225 submitting the written offer has the ability to complete the buyer's obligations under the written offer. (See lines 57-60)

226 **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 2-4.

227 **PROTECTED BUYER:** Means a buyer who personally, or through any person acting for such buyer: 1) delivers to Seller or  
 228 Broker a written offer to purchase, exchange or option on the Property during the term of this Listing; 2) negotiates directly  
 229 with Seller by discussing with Seller the potential terms upon which buyer might acquire an interest in the Property; or 3)  
 230 attends an individual showing of the Property or discusses with Broker or cooperating brokers the potential terms upon  
 231 which buyer might acquire an interest in the Property, but only if Broker delivers the buyer's name to Seller, in writing, no  
 232 later than three days after the expiration of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing,  
 233 may be fulfilled as follows: a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the  
 234 identification of the individuals in the Listing; or, b) if a buyer has requested that the buyer's identity remain confidential, by  
 235 delivery of a written notice identifying the broker with whom the buyer negotiated and the date(s) of any showings or other  
 236 negotiations.

237 ■ **NON-DISCRIMINATION:** Seller and Broker agree that they will not discriminate against any prospective buyer on  
 238 account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability,  
 239 religion, national origin, marital status, lawful source of income, age, ancestry, familial status, or in any other unlawful  
 240 manner.

241 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in  
 242 Broker's trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money  
 243 Seller authorizes Broker to disburse the earnest money as directed in a written earnest money disbursement agreement  
 244 signed by or on behalf of all parties having an interest in the trust funds. If the transaction fails to close and the earnest  
 245 money is disbursed to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for  
 246 cash advances made by Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission,  
 247 shall be paid to Broker as Broker's full commission in connection with said purchase transaction and the balance shall belong  
 248 to Seller. This payment to Broker shall not terminate this Listing.

249 ■ **UTILITY AVAILABILITY:** Seller represents that the following utility connections are located as follows: (e.g. at the  
 250 lot line, on the property, across the street, unknown, etc.): electricity None ; gas None ;  
 251 municipal sewer None ; municipal water None ; telephone None ;  
 252 other None ; **STRIKE AND COMPLETE AS APPLICABLE**

253 ■ **ZONING:** Seller represents that the property is zoned: M-1

254 ■ **ADDITIONAL PROVISIONS:** No sale of land to the City of Whitewater or its Community  
 255 Development Authority, the Whitewater Technology Board, the University of Wisconsin Board  
 256 of Regents or the UW Whitewater Foundation shall require payment of a commission.

257  
 258 **\*\*Excluded from the sale is all business park acreage designated for use by the Whitewater**  
 259 **University, Technology Park (approx. 100 acres), roughly bounded by Howard Road, Corporate**  
 260 **Drive, Moraine Park and Bluff Road. Commission shall be due only upon completion of sale**  
 261 **or closing.**

262 ■ **ADDENDA:** The attached addenda None.

263 \_\_\_\_\_ is/are made part of this Listing.

265 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and  
 266 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
 267 <http://www.widocoffenders.org> or by telephone at (608)240-5830.

268 ■ **TERM OF THE CONTRACT:** From the 1st day of January, 2010  
 269 up to and including midnight of the 31st day of December, 2010

270 ■ **READING/RECEIPT: BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS**  
 271 **LISTING CONTRACT AND THAT HE/SHE HAS READ ALL FIVE PAGES AS WELL AS ANY ADDENDA AND ANY**  
 272 **OTHER DOCUMENTS INCORPORATED INTO THE LISTING.**

273 (x) \_\_\_\_\_ Mary Nimm Community Dev. Autho \_\_\_\_\_  
 274 Seller's Signature ▲ Print Name Here: ▲ Date ▲  
 275 312 W. Whitewater St. P.O. Box 178 \_\_\_\_\_  
 276 Whitewater, WI 53190 \_\_\_\_\_ (262) 473-0525  
 Seller's Address ▲ Seller's Phone # ▲

277  
 278 Seller's Fax # ▲ \_\_\_\_\_ Seller's E-Mail Address ▲ \_\_\_\_\_

279 (x) \_\_\_\_\_  
 280 Seller's Signature ▲ \_\_\_\_\_ Print Name Here: ▲ \_\_\_\_\_ Date ▲  
 281  
 282 Seller's Address ▲ \_\_\_\_\_ Seller's Phone # ▲

283  
 284 Seller's Fax # ▲ \_\_\_\_\_ Seller's E-Mail Address ▲ \_\_\_\_\_

285 (x) \_\_\_\_\_ David Zepecki \_\_\_\_\_ Equity Commercial Real Estate,  
 286 Agent for Broker ▲ Print Name Here: ▲ LLC \_\_\_\_\_ Broker/Firm Name ▲ \_\_\_\_\_ Date ▲  
 287 10425 W. North Ave. Suite 340 \_\_\_\_\_  
 288 Milwaukee, WI 53226 \_\_\_\_\_ (414) 727-8049  
 Broker/Firm Address ▲ Broker/Firm Phone # ▲

289 (414) 727-8087 \_\_\_\_\_ dzepecki@Equitycre.com \_\_\_\_\_  
 290 Broker/Firm Fax # ▲ \_\_\_\_\_ Broker/Firm E-Mail Address ▲

**MEMORANDUM OF UNDERSTANDING** (12-07-10 – 3:00 p.m. Draft)

This Memorandum of Understanding is made by and among the CITY OF WHITEWATER, WISCONSIN, a municipal corporation, hereinafter at times referred to as “City”, and the CITY OF WHITEWATER COMMUNITY DEVELOPMENT AUTHORITY, a Wisconsin municipal authority and political subdivision, hereinafter at times referred to as “CDA”, and the WHITEWATER-UNIVERSITY TECHNOLOGY PARK, INCORPORATED, hereinafter at times referred to as “Board”.

**WITNESSETH**

WHEREAS, the parties hereto have, in cooperation with the University of Wisconsin-Whitewater, developed a University Technology Park and built an Innovation Center in said park; and

WHEREAS, the City, the CDA, and the Board believe it is in all parties’ best interests to delegate the management of the Innovation Center and Technology Park to the Board; and

WHEREAS, this Memorandum of Understanding is necessary for the purpose of setting forth an outline of the responsibilities that the City and the CDA are delegating to the Board concerning the management and operation of the Innovation Center and Technology Park; and

WHEREAS, the Board is willing to accept the duties associated with the management of the Innovation Center and Technology Park; and

WHEREAS, the parties recognize that this development is a unique endeavor for the City and therefore this Agreement is an attempt to provide a framework for the management and operation of the Innovation Center and Technology Park, but all parties recognize that adjustments to this Agreement likely will need to be made after the initial implementation of this Agreement.

Now, therefore, **IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE I**

**TERM OF AGREEMENT**

**1.01. Initial Term.** The initial term of this Agreement shall run for fifteen (15) years commencing on December 15, 2010, and ending on December 14, 2030, unless sooner terminated in accordance with this Agreement or in furtherance of the parties’ rights and remedies in the event of a default.

**1.02. Extension of Term.** The parties may by agreement extend or shorten the term of this Agreement at any time.

## ARTICLE II

### OPERATION OF INNOVATION CENTER AND TECHNOLOGY PARK

**2.01. Responsibility for Operation.** During the term of this Agreement, the Board shall have primary responsibility for the management and operation of the Innovation Center and the Technology Park. In that regard, subject to the general restrictions set forth in this Agreement, the Board shall have the sole and exclusive control over the right to lease space within the Innovation Center and determine rental lease charges and lease rates.

**2.02. Marketing of Project.** The Board shall market the Technology Park lots and Innovation Center lease space.

**2.03. Facility Usage.** The Board shall establish facility usage policies.

**2.04. Tenant Relations.** The Board shall conduct tenant relations.

**2.05. Business Development.** The Board shall work with tenants in regard to technology and business development matters.

**2.06. Hiring of Manager.** The Board shall have the right to participate in the hiring of the Whitewater Innovation Center manager.

**2.07. Management of Premises.** The Board shall manage all aspects associated with the Technology Park and Innovation Center, including, but not limited to, making necessary repairs, both interior and exterior, structural and nonstructural, HVAC maintenance, building cleaning, snow and ice removal, fire alarm and life and safety matters, knox box matters, telecommunications equipment, landscaping and lawn care.

**2.08. Information Technology Services.** The Board will provide information technology services to the building. Also, if directed by the City and the CDA, it shall be responsible for providing information technology services to tenants to the extent directed by the CDA and the City.

**2.09. Fiber Optic Services.** The Board shall be responsible for the management of fiber optic access and use at the Innovation Center and throughout the Technology Park.

**2.10. Operating Expenses.** Except as otherwise provided in this Agreement, the Board shall be solely responsible for paying when due any and all costs of every kind and nature including, without limitation, those required to operate, maintain or repair the leased premises, such as cleaning, lighting, maintaining, repairing, and replacing equipment thereon, the hiring of contractors and subcontractors in connection with maintaining, repairing the premises, or replacing equipment at the premises, supplies, water and sewer charges, electricity, gas and all other utility charges, license and permit fees, pilot payments, debt service payments, and any and

all other expenses whatsoever of maintaining, operating, repairing and replacing the leased premises, except as otherwise provided herein or by separate agreement. If there is a shortfall in the funds necessary to make the payments required hereunder, the City shall, subject to City Council approval, be responsible to pay to the Board sufficient funds for the purposes stated herein.

**2.11. Debt Service Payments.** The Board shall pay as they come due all debt service payments for the Build America Bonds issued for the building of the Innovation Center. If there is a shortfall in the funds necessary to make said payments, the City shall, subject to City Council approval, pay the Board sufficient funds to cover said shortfall.

### ARTICLE III

#### FINANCIAL RESPONSIBILITIES

**3.01. Annual Budget.** Not later than September 1<sup>st</sup> of each calendar year during the term of this Agreement, the Board shall deliver to the City and the CDA an annual budget for the upcoming calendar year. The annual budget will show all anticipated funding and revenues of the Innovation Center and the Technology Park for the upcoming year, together with a schedule of the projected income and expenditures for the upcoming year, with such reserves for capital expenditures and improvements as the Board deems appropriate. Within thirty (30) days after their receipt of the annual budget, the City and the CDA shall provide the Board with any suggestions or comments they may have to the annual budget and the Board shall give reasonable consideration to those suggestions and comments in arriving at its final annual budget for the upcoming calendar year.

**3.02. Financial Reports.** Not later than thirty (30) days after the end of each calendar quarter during the term of this Agreement, the Board shall submit to the City, the CDA and the University of Wisconsin-Whitewater quarterly financial reports for the just ended calendar quarter. Not later than May 1<sup>st</sup> of each calendar year during the term of this Agreement the Board shall submit to the City and the CDA annual financial reports regarding the operation of the Innovation Center and the Technology Park during the most recent calendar year. All such financial reports shall be subject to the review and/or audit by an independent certified public accountant to the extent such is necessary in connection with the obligations of the parties. In addition, the Board shall make its financial books and records available to representatives of the City and the CDA during normal business hours upon request.

**3.03. Insurance.** During the term of this Agreement the Board shall, at its sole expense, obtain and maintain sufficient comprehensive insurance, including any necessary property, casualty and liability insurance after having consulted with appropriate insurance professionals. The City of Whitewater shall pay for said insurance. Said payment shall be a credit against the City's commitment to pay a \$20,000.00 contribution to the operation of the Innovation Center.

**3.04. Sinking Fund.** The Board shall establish a sinking fund to be used for major repairs and maintenance and improvements and expenses to be used for future major expenses related to the Innovation Center and the University Technology Park.

#### **ARTICLE IV**

#### **CITY FUNDING**

**4.01. Annual Contribution.** Each year during the term of this Agreement, the City shall pay a \$20,000.00 contribution to the cost of maintaining and operating the Innovation Center. The City shall be credited on this payment for any insurance payments it makes for the Innovation Center and Technology Park.

#### **ARTICLE V**

#### **TERMINATION**

**5.01. Termination.** Any party to this Agreement may terminate the Agreement by giving all other parties to the Agreement thirty (30) days notice.

#### **ARTICLE VI**

#### **EQUAL OPPORTUNITIES**

**6.01. Discrimination.** All parties agree that in the operation, management and use of the leased premises they will abide by all applicable federal, state and local laws, codes and ordinances relating to equal opportunities and non-discrimination. Without limiting the generality of the foregoing, all parties covenant that they will not discriminate against any employee or applicants for employment at the Innovation Center or the Technology Park in any manner or commit discrimination on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry.

#### **ARTICLE VII**

#### **ECONOMIC DEVELOPMENT AUTHORITY OF THE UNITED STATES GRANT REQUIREMENTS**

**7.01. Grant Requirements.** All parties agree that the operation and use of the Innovation Center and Technology Park are subject to certain grant requirements established by the Economic Development Authority of the United States. All parties agree to abide by said grant requirements.

## ARTICLE VIII

### MISCELLANEOUS GOVERNING LAW

**8.01. Governing Law.** Laws of the State of Wisconsin shall govern the interpretation and enforcement of this Agreement.

## ARTICLE IX

### SUCCESSORS AND ASSIGNS

**9.01. Successors and Assigns.** Except as limited or conditioned by the express provisions hereof, no party shall assign its rights or obligations under this Agreement to any other party without written agreement by all parties to this Agreement.

## ARTICLE X

### AMENDMENT

**10.01. Amendment.** This Agreement shall not be amended, changed, modified or altered without the written consent of all parties hereto and no modification, alteration or amendment to this Agreement shall be binding until such modification, alteration, or amendment is reduced to writing and executed by all parties to this Agreement.

## ARTICLE XI

### COUNTERPARTS

**11.01. Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

## ARTICLE XII

### SEVERABILITY

**12.01. Severability.** If any provision of this agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy or for any reason such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever, the invalidity of any one or more phrases, sentences, clauses or paragraphs in this Memorandum of Understanding shall not affect the remaining portions of this document or any part thereof.

## ARTICLE XIII

### THIRD PARTY BENEFICIARIES

**13.01. Third Party Beneficiaries.** This Memorandum of Understanding is entered into for the sole and exclusive benefit of the parties hereto. No third party shall have, obtain, or derive from this document any rights or other benefits or interests under any laws or otherwise.

## ARTICLE XIV

### EXCULPATORY PROVISION

**14.01. Exculpatory Provision.** The parties to this Memorandum of Understanding expressly acknowledge and agree that anything herein to the contrary notwithstanding no officer, director, employee, agent, or officials (elected or appointed) of any party hereto shall have any personal liability or obligation arising out of this Agreement, and no party hereto shall make any claims to the contrary.

## ARTICLE XV

### RULES OF CONSTRUCTION/CONDUCT

**15.01. Rules of Construction/Conduct.** The parties to this Memorandum of Understanding acknowledge and agree that this Memorandum of Understanding is a good faith attempt to memorialize the intent of the parties. That in the course of its preparation, each party has been adequately and fully represented, and that accordingly rules of interpretation that signify that an agreement shall be construed against the drafter shall not apply. In addition, the parties acknowledge and agree that they shall endeavor to resolve any and all issues that may arise under this Memorandum of Understanding in the spirit of cooperation consistent with the intent of this Memorandum of Understanding with the aim of benefiting the entire Whitewater area community and the University of Wisconsin-Whitewater.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]**

**SIGNATURE PAGE**

Signed and sealed as of the day, month and year below written.

**CITY OF WHITEWATER**

By: \_\_\_\_\_  
**Kevin Brunner, City Manager** **Date**

By: \_\_\_\_\_  
**Michele R. Smith, City Clerk** **Date**

**COMMUNITY DEVELOPMENT AUTHORITY OF  
THE CITY OF WHITEWATER**

By: \_\_\_\_\_  
**Thomas Miller, President** **Date**

By: \_\_\_\_\_  
**Mary Nimm, CDA Coordinator** **Date**

**WHITEWATER – UNIVERSITY TECHNOLOGY  
PARK, INCORPORATED**

By: \_\_\_\_\_  
**, President** **Date**

By: \_\_\_\_\_  
**, Secretary** **Date**

NORTHLAND WETLAND MITIGATION BANK  
AFFIDAVIT OF BANK CREDIT TRANSFER

Applicant Information

Name: Mary Nimm, C/O: Whitewater Community Development Authority

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Address: 312 W Whitewater Street, PO Box 178, Whitewater, WI 53190

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Telephone: 266-473-0148

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Project Summary

**Brief Description of Project:**

The wetland mitigation, of what is now the Whitewater Business Park Project is located in Whitewater, Wisconsin. The project focus is in part, the restoration of some open emergent wetlands and creation of some wet prairie and mesic prairie areas. The mitigation site abuts a larger wetland complex to the north. Before wetland construction began in 2004, The City of Whitewater agreed to plant 0.68 acres of mesic prairie, create 1.33 acres of wet prairie, and 1.75 acres of emergent wetlands (Figure 2). Of these planted acreages, 1.23 acres represent the acreage of wetland mitigation requirement for the 0.82 acres of wetland impacts resulting from the construction of the Business Park and ditch relocation. The remaining construction of 1.85 acres of restored wetlands was voluntarily done by the City of Whitewater. In addition, a portion of several other areas were planted to native vegetation to serve as a biofilter wetland/detention replacement channel area to treat some of the Business Park runoff water. After construction was complete the WDNR was provided with an as-built record of Construction Business Park Ditch Relocation and wetland mitigation that provided a summary of the construction and restoration activities.

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**Location:** (quarter, quarter, section, Town-Range; county, state, WDNR geographic management unit)

Approximately 5-8 acres located within the SW ¼ of Section 34, T5N, R15E, Jefferson Co, WI

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**Acres of Wetland Impact by Wetland Type:**

1.23 acres of mitigation credit required for the Whitewater Business Park.

1. Wet Prairie. 0.5 acres of existing prairie, based on the wetland delineation performed in 2008. This acreage would be at a 1:1 credit ratio and has constitutes 0.5 acres of credit.
2. Transition area between the wetland. A 10-foot wide zone located between the upland prairie buffer and wet prairie containing some wetland plants and is found around the pond has been proposed by WDNR as constituting an area of suitable wetland and buffer credit. That area represents a 10-foot wide by 2,200 to 2,500-foot long area around the pond. In acreage, this represents a 0.54 acres and using 1:1 ratio equaling 0.54 credits.
3. An emergent zone was initially established at several locations around the pond, with the highest area in the eastern portion of the pond. Based on the failure of most of the emergent vegetation, mostly due to muskrat activity the 0.06 credits proposed in 2009 continue to be proposed for the emergent zone in 2010

The total credits listed above (0.5 + 0.54 + 0.06) equals 1.10 credits. Based on the above calculations the City believes that the site is short 0.13(acres) credits at the Whitewater Business Park. Thus, the City believes that there is a need to purchase 0.13 additional credits from a wetland mitigation bank at this time. Purchase of 0.13 credits will constitute completion of the mitigation project.

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Replacement Ratio and Required Bank Credits:

Replacement Ratio: 1:1

Credits Required: 0.13

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U.S. Army Corps of Engineers Permit Type / Number:

01-02162-DWW

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Certification

1. I certify that I have received \_\_\_\_\_ acres of compensatory mitigation credit from the Northland Wetland Mitigation Bank.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

2. I certify that the Northland Wetland Mitigation Bank has distributed \_\_\_\_\_ acres of approved compensatory mitigation credit to the above named applicant and that such debit has been noted in the Bank accounting system.

\_\_\_\_\_  
Bank Administrator

\_\_\_\_\_  
Date